

VILLAGE OF DOWNERS GROVE
Report for the Village Council Meeting
5/17/2016

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|--|---------------------------------|
| SUBJECT: | SUBMITTED BY: |
| Purchase of Electric Utility Service for Revenue Generating Municipal Facilities | Judy Buttny Finance Director |

SYNOPSIS

A motion is requested to authorize the execution of an agreement for purchase of Electric Utility Service for Revenue Generating Municipal Facilities effective July 1, 2016 from MC Squared for a period of three years. MC Squared is the Village's current supplier.

STRATEGIC PLAN ALIGNMENT

The goals for 2015-2017 identified *Steward of Financial, Environmental and Neighborhood Sustainability*.

FISCAL IMPACT

The FY16 budget includes \$61,000 for this contract. Pricing on the new contract is comparable to the current pricing. Current electric rates are \$.04719 per kWh from the current supplier MC Squared. The three-year rate under the new contract is approximately .04694 per kWh, but will not be finalized until the date of contract signing.

RECOMMENDATION

Approval on the May 17, 2016 consent agenda.

BACKGROUND

The Village currently contracts with MC Squared for electricity supply for its revenue-generating facilities, which are not provided with free electricity under the ComEd franchise agreement. The current contract with MC Squared will expire on June 30, 2016. The Village pays for electricity in the revenue generating facilities, including the parking deck, water pumping stations, train station and 5117 Main St. property. The Village has been purchasing electricity from other suppliers for the past eight years, since it is cheaper than buying it from ComEd. (Current ComEd rates for commercial accounts are \$0.069 per kWh.) The Village pays about \$61,000 a year for these facilities. The new rate will produce comparable annual expenses.

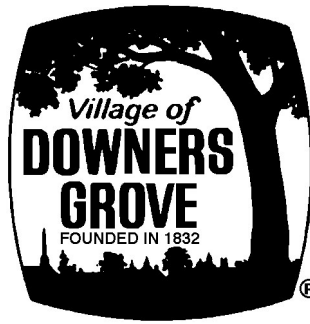
A Request for Proposal was sent out for a Retail Electric Supplier. The Village received responses from MC Squared, Constellation Energy and Vanguard Energy. The Constellation Energy proposal was determined to be non-responsive. The following are the costs per kilowatt hour (kWh) for each supplier for three year pricing:

| | |
|------------|-----------|
| MC Squared | \$0.04694 |
| Vanguard | \$0.04766 |

The actual rate will not be locked in until the contract is signed. The contract will likely be executed on May 18, 2016. Staff estimates that it should be close to the .04694 quoted on May 2, 2016. This rate will be locked in for a three year contract.

ATTACHMENTS

Contract Documents



® REQUEST FOR PROPOSAL (Professional Services)

Name of Proposing Company: **MC Squared Energy Services LLC**
Project Name: Retail Electric Supplier
Proposal No.: RFP-0-28-2016/TT
Proposal Due: May 2, 2016, 2 p.m.
Pre-Proposal Conference: None

Required of Awarded Contractor:

Certificate of Insurance: Yes

Legal Advertisement Published: April 15, 2016

Date Issued: April 15, 2016

This document consists of 30 pages.

Return **original** and **two duplicate copies** of proposal in a **sealed envelope** marked with the Proposal Number as noted above to:

THERESA H. TARKA
PURCHASING ASSISTANT
VILLAGE OF DOWNERS GROVE
801 BURLINGTON AVENUE
DOWNERS GROVE, IL 60515
PHONE: 630/434-5530
FAX: 630/434-5571
www.downers.us

The VILLAGE OF DOWNERS GROVE will receive proposals Monday thru Friday, 8:00 A.M. to 5:00 P.M. at the Village Hall, 801 Burlington Avenue, Downers Grove, IL 60515.

SPECIFICATIONS MUST BE MET AT THE TIME THE PROPOSAL IS DUE.

The Village Council reserves the right to accept or reject any and all proposals, to waive technicalities and to accept or reject any item of any proposal.

The documents constituting component parts of this Contract are the following:

- I. REQUEST FOR PROPOSALS
- II. TERMS & CONDITIONS
- III. DETAILED SPECIFICATIONS
- IV. PROPOSER'S RESPONSE TO RFP (Professional Services)
- V. PROPOSAL/CONTRACT FORM

DO NOT DETACH ANY PORTION OF THIS DOCUMENT. INVALIDATION COULD RESULT. Proposers MUST submit an original, and 2 additional paper copies of the total proposal. Upon formal award of the proposal this RFP document shall become the Contract, the successful Proposer will receive a copy of the executed Contract.

I. REQUEST FOR PROPOSALS

1. GENERAL

- 1.1 Notice is hereby given that the Village of Downers Grove will receive sealed Proposals up to **May 2, 2016, 2 p.m.**
- 1.2 Proposals must be received at the Village of Downers Grove by the time and date specified. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer.
- 1.3 Proposal forms shall be sent to the Village of Downers Grove, ATTN: **Theresa Tarka**, in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of Proposals.
- 1.4 All Proposals must be submitted on the forms supplied by the Village and signed by a proper official of the company submitting the Proposal. Telephone, email and fax Proposals will not be accepted.
- 1.5 By submitting this Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. PREPARATION OF PROPOSAL

- 2.1 It is the responsibility of the Proposer to carefully examine the specifications and proposal documents and to be familiar with all of the requirements, stipulations, provisions, and conditions surrounding the proposed services. **DO NOT SUBMIT A PROPOSED CONTRACT. UPON ACCEPTANCE BY THE VILLAGE, THIS RFP DOCUMENT SHALL BECOME A BINDING CONTRACT.**
- 2.2 No oral or telephone interpretations of specifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of Proposals. All changes or interpretations of the specifications shall be made by the Village in a written addendum to the Village's proposers of record.
- 2.3 In case of error in the extension of prices in the Proposal, the hourly rate or unit price will govern. In case of discrepancy in the price between the written and numerical amounts, the written amount will govern.
- 2.4 All costs incurred in the preparation, submission, and/or presentation of any Proposal including any Proposer's travel or personal expenses shall be the sole responsibility of the Proposer and will not be reimbursed by the Village.
- 2.5 The Proposer hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, bonds, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits and all other work, services and conditions necessarily involved in the work to be done and materials to be furnished

in accordance with the requirements of the Contract Documents considered severally and collectively.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature or name of the person authorized for submitting a Proposal, provided that it is received prior to the time and date set for the Proposal opening. Telephone, email or verbal alterations of a Proposal will not be accepted.

3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the Proposal opening, by a letter bearing the signature or name of the person authorized for submitting Proposals. Proposals may not be withdrawn after the Proposal opening and shall remain valid for a period of ninety (90) days from the date set for the Proposal opening, unless otherwise specified.

4. RESERVED RIGHTS

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all Proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village. Time and date requirements for receipt of Proposals will not be waived.

II. TERMS AND CONDITIONS

5. VILLAGE ORDINANCES

5.1 The successful Proposer will strictly comply with all ordinances of the Village of Downers Grove and laws of the State of Illinois.

6. USE OF VILLAGE'S NAME

6.1 The Proposer is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

7. INDEMNITY AND HOLD HARMLESS AGREEMENT

7.1 To the fullest extent permitted by law, the Proposer shall indemnify, keep and save harmless the Village and its agents, officers, and employees, against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Proposer, its employees, or its subcontractors, and the Proposer shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Village in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. This agreement shall not be construed as requiring the Proposer to indemnify the Village for its own negligence. The Proposer shall indemnify, keep and save harmless the Village only where a loss was caused by the negligent, willful or reckless acts or omissions of the Proposer, its employees, or its subcontractors.

8. NONDISCRIMINATION

8.1 Proposer shall, as a party to a public contract:

- (a) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (b) By submission of this Proposal, the Proposer certifies that it is an "equal opportunity employer" as defined by Section 2000(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11136 and #11375, which are incorporated herein by reference. The Equal Opportunity clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this Proposal.

8.2 It is unlawful to discriminate on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, military status, order of protection status, sexual orientation, sexual identity, or an unfavorable discharge from military service. Proposer shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. Sec. 2000 et seq., The Human Rights Act of the State of Illinois, 775 ILCS 5/1-101 et. seq., and The Americans With Disabilities Act, 42 U.S.C. Sec. 12101 et. seq.

9. SEXUAL HARASSMENT POLICY

9.1 The Proposer, as a party to a public contract, shall have a written sexual harassment policy that:

- 9.1.1 Notes the illegality of sexual harassment;
- 9.1.2 Sets forth the State law definition of sexual harassment;
- 9.1.3 Describes sexual harassment utilizing examples;
- 9.1.4 Describes the Proposer's internal complaint process including penalties;
- 9.1.5 Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities; and
- 9.1.6 Describes the protection against retaliation afforded under the Illinois Human Rights Act.

10. EQUAL EMPLOYMENT OPPORTUNITY

10.1 In the event of the Proposer's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Proposer may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Proposer agrees as follows:

- 10.1.1 That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status,

military status, sexual orientation, sexual identity or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- 10.1.2 That, if it hires additional employees in order to perform this Contract or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 10.1.3 That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, order of protection status, military status, sexual orientation, or an unfavorable discharge from military services.
- 10.1.4 That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Proposer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Proposer in its efforts to comply with such Act and Rules and Regulations, the Proposer will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 10.1.5 That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.6 That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purpose of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- 10.1.7 That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Contract, the Proposer will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the Proposer will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or

subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

11. DRUG FREE WORK PLACE

Proposer, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:

- 11.1 Publishing a statement: (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Proposer's workplace. (2) Specifying the actions that will be taken against employees for violations of such prohibition. (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will: (A) abide by the terms of the statement; and (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- 11.2 Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace; (2) the Village's or Proposer's policy of maintaining a drug free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; (4) the penalties that may be imposed upon employees for drug violations.
- 11.3 Providing a copy of the statement required above to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 11.4 Notifying the contracting or granting agency within ten (10) days after receiving notice of any criminal drug statute conviction for a violation occurring in the workplace from an employee or otherwise receiving actual notice of such conviction.
- 11.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- 11.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
- 11.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

12. PATRIOT ACT COMPLIANCE

- 12.1 The Proposer represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Proposer further represents and warrants to the Village that the Proposer and its principals, shareholders,

members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Proposer hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

13. INSURANCE REQUIREMENTS

13.1 The Proposer shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Proposer from the types of claims set forth below which may arise out of or result from the Proposer's operations under this Contract and for which the Proposer may legally liable:

13.1.1 Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

13.1.2 Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Proposer's employees;

13.1.3 Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Proposer's employees;

13.1.4 Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Proposer, or (2) by another person;

13.1.5 Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

13.1.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

13.1.7 Claims for damages as a result of professional or any other type of negligent action by the Proposer or failure to properly perform services under the scope of the agreement between the Proposer and the Village.

13.2 The Proposer shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

13.3 As evidence of said coverages, Proposer shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured and include a provision for cancellation only upon at least 30 days prior notice to the Village.

14. CAMPAIGN DISCLOSURE

- 14.1 Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village shall be required to submit with its submission, an executed Campaign Disclosure Certificate, attached hereto.
- 14.2 The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.
- 14.3 Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.
- 14.4 By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

15. SUBLETTING OF CONTRACT

- 15.1 No contract awarded by the Village shall be assigned or any part subcontracted without the written consent of the Village Manager. In no case shall such consent relieve the Proposer from its obligation or change the terms of the Contract.

All approved subcontracts shall contain language which incorporates the terms and conditions of this Contract.

16. TERM OF CONTRACT

- 16.1 The term of this Contract shall be as set forth in the Detail Specifications set forth in Section III below. This Contract is subject to the Village purchasing policy with regard to any extensions hereof.

17. TERMINATION OF CONTRACT

- 17.1 In the event of the Proposer's nonperformance, breach of the terms of the Contract, or for any other reason, and/or that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon the Village's written notice to the Proposer. The Village will pay the Proposer's costs actually incurred as of the date of receipt of notice of default. Upon termination, the Proposer will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

18. BILLING & PAYMENT PROCEDURES

- 18.1 Payment will be made upon receipt of an invoice referencing Village purchase order number. Once an invoice and receipt of materials or service have been verified, the invoice will be processed for payment in accordance with the Village payment schedule. The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Proposer within 60 days of receipt of a proper bill or invoice. If payment is not

issued to the Proposer within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

- 18.2 The Village shall review in a timely manner each bill or invoice after its receipt. If the Village determines that the bill or invoice contains a defect making it unable to process the payment request, the Village shall notify the Proposer requesting payment as soon as possible after discovering the defect pursuant to rules promulgated under 50 ILCS 505/1 et seq. The notice shall identify the defect and any additional information necessary to correct the defect.

- 18.4 Please send all invoices to the attention of Village of Downers Grove, Accounts Payable, 801 Burlington, Downers Grove, IL 60515.

19. RELATIONSHIP BETWEEN THE PROPOSER AND THE VILLAGE

- 19.1 The relationship between the Village and the Proposer is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

20. STANDARD OF CARE

- 20.1. Services performed by Proposer under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Contract, or in any report, opinions, and documents or otherwise.
- 20.2 If the Proposer fails to meet the foregoing standard, Proposer will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Proposer's failure to comply with the above standard and reported to Proposer within one (1) year from the completion of Proposer's services for the Project.
- 20.3 For Professional Service Agreements: Project site visits by Proposer during construction or equipment installation or the furnishing of Project representatives shall not make Proposer responsible for: (i) constructions means, methods, techniques, sequences or procedures; (ii) for construction safety precautions or programs; or (iii) for any construction contactor(s') failure to perform its work in accordance with contract documents.

21. GOVERNING LAW

- 21.1 This Contract will be governed by and construed in accordance with the laws of the State of Illinois without regard for the conflict of laws provisions. Venue is proper only in the County of DuPage and the Northern District of Illinois.

22. SUCCESSORS AND ASSIGNS

- 22.1 The terms of this Contract will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign

this Contract in whole or in part without the prior written approval of the other. The Proposer will provide a list of key staff, titles, responsibilities, and contact information to include all expected subcontractors.

23. WAIVER OF CONTRACT BREACH

23.1 The waiver by one party of any breach of this Contract or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Contract and will not be construed to be a waiver of any provision except for the particular instance.

24. AMENDMENT

24.1 This Contract will not be subject to amendment unless made in writing and signed by all parties.

25. NOT TO EXCEED CONTRACT

25.1 The contract price is a “not-to-exceed” cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties who have executed the Contract.

26. SEVERABILITY OF INVALID PROVISIONS

26.1 If any provisions of this Contract are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Contract, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

27. NOTICE

27.1 Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to the Village as follows:

**Village Manager
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

And to the Proposer as designated in the Contract Form.

28. COOPERATION WITH FOIA COMPLIANCE

28.1 Contractor acknowledges that the Freedom of Information Act may apply to public records in possession of the Contractor or a subcontractor. Contractor and all of its subcontractors shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. (5 ILCS 140/1 et.seq.)

III. DETAIL SPECIFICATIONS

RETAIL ELECTRIC SUPPLIER

The scope of services required of the successful Vendor is defined in the following:

1.1 The Village of Downers Grove is seeking opportunities to reduce electric supply costs at certain facilities within the ComEd service territory. Combined, approximately 29 ComEd accounts meters are involved in this request. Details can be found on Attachment A. Additionally the Village is seeking pricing on street lighting. This is optional. Details can be found on Exhibit B. The Village seeks to enter into an agreement with a single Vendor for all accounts that result in cost savings and price stability, while retaining a high level of power supply reliability and customer service. The selected Vendor will be required to provide, or arrange for the provision of, power and energy onto the ComEd distribution delivery system, and arrangement with ComEd for delivery to the Village's accounts. Electric power and energy service to accounts included in the final contract must be firm and uninterruptible, as is available under our current agreements.

1.2 Goals and Objectives

The Village goal is to establish a contract with one qualified Retail Electric Supplier with a proven track record of providing retail electricity service in Illinois, either directly or through a broker. Requirements same as in Section 1.1 above.

1.3. Services Required

1.3.1 **Electricity Supplies.** Vendor will supply the firm power requirements to each of the accounts for which it is ultimately contracted to serve. Vendor must be certified by the Illinois Commerce Commission (ICC) as an Alternative Retail Electric Supplier (ARES) or as an Illinois Public Utility (collectively "Retail Electric Suppliers" or "RES").

Bidders must demonstrate their ability to provide electricity supplies sufficient to meet Village requirements by submitting proof of current registration with the ICC and applicable regional transmission organizations (RTO): PJM Interconnection (PJM)

1.3.2 **Transmission Services.** The Vendor will be responsible for acquiring and paying all necessary transmission services to the Point(s) of Delivery including all electricity commodity costs, RTO charges, Congestion Charges, Distribution and Transmission Losses, and Capacity Charges.

Billing Services. Invoices from the local electric utility for distribution services will be issued by the local electric utility to Village facilities. The Vendor will be responsible for providing electricity billing information to the Village.

The Vendor shall be responsible for examining and assuring the accuracy of each local electric utility's monthly invoice(s) for the deliveries of electricity. In determining accuracy, the Vendor shall reconcile the volumes of electricity delivered by each Local Electric Utility with the Vendor's records regarding the volumes of electricity sold under the contract and shall determine and resolve any discrepancies which may exist as soon as is practicable.

In the event the actual billing quantity of electricity delivered to the facilities during the preceding month is not available by the contractual billing date, an estimated billing quantity shall be used which is based upon the estimated quantity of electricity delivered to the facility. Such estimates will then be corrected, if necessary, on the next succeeding billing quantity data delivery, or as soon thereafter as the actual quantity becomes available.

Bidders must demonstrate their ability to provide accurate aggregated monthly invoices based on a single unit price by submitting a copy of an actual monthly invoice for a current customer that documents a single monthly price applied across multiple separate accounts. Additionally, Bidders must demonstrate an ability to provide billing information via an online format.

1.4 **Delivery Specifications (Including Schedules and Guarantees)**

1.4.1 **Quality and Measurement.** Vendor must warrant that the Electricity sold and delivered to the Village shall be of the specifications required by the RTO and Local Electric Utility.

All measurement standards shall be in accordance with those of the RTO and Local Electric Utility. Either party may challenge the accuracy of any meter or measuring equipment used to measure Vendor's electricity deliveries under this Contract. All testing of, and corrections to, such meters and measuring equipment shall be conducted in accordance with the applicable standards.

1.4.2 **Title.** Vendor warrants to the Village that Vendor has good marketable title

to all electricity sold hereunder and that said electricity is free from all liens and adverse claims. Title to and risk of loss for the electricity sold hereunder shall pass to the Village upon delivery at such Point(s) of Delivery.

1.5. Where Supplies Are To Be Delivered

Delivery of all electricity supplied by Vendor to the Village shall be made at appropriate node locations to effect delivery to the Point(s) of Delivery identified in Attachment A of this document.

1.6 Other Specifications

1.6.1 Creditworthiness. Bidders must demonstrate their creditworthiness to the Village by providing the following:

1.6.1.1 Acceptable Credit Rating: Bidders must demonstrate creditworthiness by submitting their most recent copy of an audited annual report that identifies the company's long term credit rating. Brokers shall submit similar data for the supplier they represent. The following table will be used to cross reference credit ratings from the various credit rating agencies:

| AGENCY | | |
|---------|---------------------|-------|
| Moody's | Standard and Poor's | Fitch |
| Aaa | AAA | AAA |
| Aa | AA | AA |
| A | A | A |
| Baa | BBB | BBB |

1.6.2 Taxes and Penalties. Vendor shall pay or cause to be paid taxes lawfully levied against Vendor prior to the delivery of electricity by Vendor to the Village hereunder and shall fully indemnify the Village from and against all claims with respect thereto. Unless specified otherwise, the price the Village shall pay Vendor for electricity sold and delivered shall not include any applicable state or local electricity revenue, utility, sales or use tax which may be assessed as a result of sales of electricity hereunder.

The Vendor shall pay all penalties and fines and all federal, state and local sales, use and public utility taxes associated with or arising out of the sales contemplated by the contract. The Village will pay to the Vendor the amount of any tax owing documentation from the Vendor that the Vendor has paid such tax amount to the applicable government authority and that the Vendor determined in good faith that such tax was required to be paid (notwithstanding the right of the Vendor to challenge the position of the applicable government authority in court). If the Village pays the amount of such tax or any sales related tax under protest, any amount payable due to shortages/excesses will be the sole responsibility of the Vendor.

Vendor agrees to provide reasonable assistance to the Village in applying

for a refund of any tax, including filing in the name of the Vendor, if required, with the applicable government authority, at the Village's cost and expense, along with any request for refund or protest of such tax or any other documentation deemed reasonably necessary by the Village for the refund of such tax. In no event will the Village be liable for any penalties or premiums on any tax amounts the Vendor fails to pay.

Any penalties assessed by a Transmission provider or Local Electric Utility for electricity deliverable under this Contract shall be promptly paid by Vendor, including penalties incurred by individual suppliers as a result of errors relating to inaccurate data provided to Vendors in such instances where errors could normally be avoided. The Vendor will be responsible for all penalties, fees and charges incurred by the Village resulting from the misallocation of supply volumes.

The Village's State of Illinois tax exemption number and Federal tax exemption certificate will be available to the successful Bidder upon request.

- 1.6.3 **Personnel/Equipment Requirements.** Vendor must assign and maintain a staff of competent personnel who are fully equipped, available as needed, and qualified to perform the services required by this Contract. Vendor must designate a contact person who shall have primary responsibility for Vendor's responsibilities to the Village.

Bidders or other agents must demonstrate their ability to provide sufficient levels of service by submitting a detailed plan of service delivery that details the experience of the staff assigned to manage the Village contract, and the processes that will ensure prompt responses to Village program requirements.

1.6.4 **Contract Monitoring**

- 1.6.4.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.

- 1.6.4.2 The Village reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment, and may be used when evaluating the vendor in future procurements.

1.7. **Term of Contract**

The Contract will begin **July 1, 2016 and ends June 30, 2017** contract documents with electricity delivery services to commence for each account after the final billing period in **June, 2016**.

The Village reserves the right to direct the selected Vendor to secure fixed priced blocks of power prior to the commencement of delivery service to the contracted accounts. We anticipate that this process will be completed and a contract executed by no later than **May 17, 2016**. The Village also wishes to have the opportunity to blend and extend should prices fluctuate to the benefit of the Village. The successful Vendor shall offer this service.

2. **SPECIFIC INFORMATION ABOUT THIS RFP**

- 2.1 **RFP Contact:** The RFP Contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Vendor.

Name, RFP Contact: Theresa Tarka
Title: Purchasing Department
Street Address: 801 Burlington Avenue
 Downers Grove, IL. 60515
Phone: (630) 434-5530

- 2.2 **Questions:** Please direct all questions to the RFP Contact.

- 2.3 Deadline for Submitting Fixed Price Bids - **May 2, 2016 2:00 p.m.**

- 2.4 Opening Date and Time of Fixed Price Bids – **May2, 2016 2:00 p.m.**

- 2.5 Anticipated Announcement of Successful Vendor - **May 17, 2016**

- 2.6 **Number of Copies:** One original, one duplicate copy, and one digital (disk) copy

- 2.7 **Opening:** The Village will open all Fixed Price Electricity Bids that are submitted in a proper and timely manner, and will record the names and other information specified by law. All offers become the property of the Village and will not be returned except in the case of a late submission. Offers will be opened at 801 Burlington Avenue, Downers Grove, IL. 60515

- 2.8 **Proposal Firm Time:**

45 Days from Opening. Proposals for Vendor margin on commodity and transmission related portions of the pricing proposal are to remain firm for a period of 45 days.

3. INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS

3.1 General Instructions:

3.1.1 These instructions prescribe the format and content of the Proposal. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Proposal.

3.1.2 The Village will conduct the following analysis in selecting a Vendor:

3.1.2.1 Technical Evaluation. The Village will assign a pass/fail grade for vendors based on the following criteria:

a. Standard Contract Terms and Conditions.

b. Company Experience.

c. Company Credit Rating.

3.1.2.2 Fixed Price Bid. The Village will review the fixed-price bid for electricity from the pool of vendors that receive a "Pass" score on the Technical Evaluation. The lowest responsive bidder for the fixed-price bid will be awarded a contract with the Village based on the Standard Terms and Conditions included in the Vendor's standard supply contract.

3.1.3 If the Vendor designates any information in its Proposal as confidential, the Vendor must also submit one (1) copy of the Proposal from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Proposal as possible.

3.1.4 Proposals must not contain promotional or display materials.

3.1.5 Attachments must be referenced in the Proposal.

3.2 **Technical Proposal:** The following documents and responses will be included in the Technical Proposal **and tabbed as such in the order given below:**

3.2.1 **Transmittal Letter:** An individual, or agent authorized to legally bind the Vendor 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 Vendor designates another person in writing. The letter must include the Vendor's mailing address, e-mail address, fax number and telephone number.

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

authorized to respond to the Village about the confidential nature of the information.

3.2.2 **Table of Contents:** The Vendor must include a table of contents in its Proposal. Proposals must be page numbered sequentially from front to back.

3.2.3 **Executive Summary:** The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:

3.2.3.1 Statements that demonstrate that the Vendor understands the services as specified in the RFP.

3.2.3.2 An overview of the Vendor's plans for providing reliable power and energy to the Village facilities in a manner that minimizes the Village's exposure to uncertainty in prices and comports with the consolidation aspects and billing procedures utilized by the Village.

3.2.3.3 A demonstration of the Vendor's knowledge of the Illinois retail electric market, including the provisions contained within the tariffs of the distribution and transmission providers as well as the regulatory environment and other elements that can affect the supplier's capability to perform under the agreement.

3.2.4 **Technical Experience:** The Vendor must provide the following information regarding its experience:

3.2.4.1 Number of years experience with providing types of services specified in the RFP.

3.2.4.2 Describe the level of technical experience in providing the types of services specified in the RFP.

3.2.4.3 List all services and other relevant experience similar to those specified in the RFP.

3.2.4.4 Provide at least three references of multi-site, multi-account, municipal clients that the Vendor has served for at least the last twelve months.

3.2.4.5 **Financial Capacity Information:** Submit the most recent audited end of year financial statement. Vendor may also be required to provide additional financial information upon request.

3.3 Fixed Price Proposal:

The Village is requesting a Fixed Price Proposal from Vendors. The Village will request the fixed price proposal to be submitted by **2:00 pm on Monday, May 2, 2016** to the RFP Contact noted in section 2.1 above. **Bidders must commit to holding fixed price proposal offerings for a period of twenty-four (24) hours.**

The Village will open the Fixed Price Proposals at **2:00 p.m. on Monday May 2, 2016**

The lowest qualified price proposal will be certified, and the Village Council may approve a supply contract with that Vendor.

Detail pricing requirements with at least the following categories of information:

3.3.1 **Fixed Unit Price:** The Vendor will clearly identify the fixed unit price for the full electricity requirements of all accounts identified in Attachment A & B of this document for the contract period .

3.3.2 The unit pricing shall be for a period of (1) one year with optional two and three (3) years, shall be presented in \$/kWh, and shall be presented in the following format **Inclusive:**

Fixed Price Year One

| Component | \$/kWh |
|--------------------|---------|
| Management Fee | - |
| Energy | 0.03443 |
| Ancillary Services | 0.00165 |
| Transmission | 0.00241 |
| Capacity | 0.00324 |
| Losses | 0.00212 |
| RPS | 0.00114 |

Fixed Price Year Two (Optional)

| Component | \$/kWh |
|--------------------|---------|
| Management Fee | - |
| Energy | 0.03462 |
| Ancillary Services | 0.00165 |
| Transmission | 0.00241 |
| Capacity | 0.00403 |
| Losses | 0.00214 |
| RPS | 0.00115 |

Fixed Price Year Three* (Optional)

| Component | \$/kWh |
|--------------------|---------|
| Management Fee | - |
| Energy | 0.03446 |
| Ancillary Services | 0.00165 |
| Transmission | 0.00240 |
| Capacity | 0.00485 |
| Losses | 0.00214 |
| RPS | 0.00115 |

Total Fixed Rates:

One Year = \$0.04498 / kWh

Two Year = \$0.04599 / kWh

Three* Year = \$0.04665 / kWh

*** The 2019/2020 PLC and Capacity values have not been released by ComEd. Until these values are known, mc2 can only price out to May, 2016 (35 month term).**

3.4 **Organization And Authorization** Companies submitting bids must be properly organized under law and duly authorized to do business in the State of Illinois.

ATTACHMENT A-DOWNERS GROVE FACILITIES

Account/ Meter
Info

| Account | Meter | Address | City | State |
|------------|-----------|------------------------------------|---------------|-------|
| 2379165118 | 141789634 | 1037 Summitt | Downers Grove | IL |
| 0249158003 | 141762592 | 1037 Summitt Tornado Siren | Downers Grove | IL |
| 3244105050 | 141598913 | 1134 Gilbert Ave Rear, Computer Pk | Downers Grove | IL |
| 1365059017 | 141734877 | 1202 75th St | Downers Grove | IL |
| 0063130094 | 145030593 | 2101 75th St | Downers Grove | IL |
| 6770399003 | 999910433 | 2304 Maple Ave Unit R | Downers Grove | IL |
| 0715060138 | 141157203 | 237 Ogden, SE Corner Florence | Downers Grove | IL |
| 2739126064 | 141727017 | 3501 E Finley | Downers Grove | IL |
| 8361372007 | 117904236 | 3701 Highland Ave | Downers Grove | IL |
| 1731125046 | 140384910 | 4409 Dowers Dr | Downers Grove | IL |
| 0384014000 | 230023315 | 5001 Main St | Downers Grove | IL |
| 6933565001 | 141676477 | 5099 Fairview Ave | Downers Grove | IL |
| 6933565001 | 141768484 | 5099 Fairview Ave | Downers Grove | IL |
| 6933538013 | 094965086 | 5099 Fairview Ave, Pltfrm | Downers Grove | IL |
| 7104203024 | 141543651 | 5117 Main St | Downers Grove | IL |
| 7104203024 | 140253872 | 5117 Main St | Downers Grove | IL |
| 7104205046 | 141543649 | 5117 Main St 02 (Steps on Main) | Downers Grove | IL |
| 6936554037 | 140291122 | 5117 Main St Unit B | Downers Grove | IL |
| 0351143087 | 140384934 | 5217 Katherine | Downers Grove | IL |
| 0399047048 | 141391371 | 5322 Park Ave | Downers Grove | IL |
| 1537047029 | 141543760 | 6705 Main St, Water Tower | Downers Grove | IL |
| 1569015006 | 078981783 | 7100 Woodward | Downers Grove | IL |
| 0237084061 | 094436132 | O E 55th St & Belmont Rd Wtr Twr | Downers Grove | IL |
| 1683140106 | 140384909 | O E Finley, 1S Opus Brk Bd/Wttwr | Downers Grove | IL |
| 3003102040 | 141238369 | O E Main St, Oscurtiss Parkgdeck | Downers Grove | IL |
| 3003102040 | 141811108 | O E Main St, Oscurtiss Parkgdeck | Downers Grove | IL |
| 0523134063 | 141503633 | Pump 5325 Brookbank Rd | Downers Grove | IL |
| 6849101039 | 140015416 | Collection Box 5000 Belmont | Downers Grove | IL |
| 9100500237 | 141436312 | 6482 Woodward | Downers Grove | IL |

**ATTACHMENT(B) –STREET LIGHTING
(OPTIONAL)**

**Com Ed Street Lighting
(OPTIONAL)**

| Account # | Meter | Location | |
|-------------|------------|--|--------|
| 708011072 | 141812050 | Parking Lot Light G5100 Belmont/Downers | |
| 1053130092 | 141604839 | Parking Lot 5009 BelmontRd Downers | |
| 1928119038 | 141650744 | Meter Street Light Rt/25 405 Fairway Downers | |
| 8448434033 | 141789635 | Parking Lot 4944 Belmont Rd. Downers | |
| 297692007 | | Lighting 801 Burlington 250 Watt 30000 HPS | |
| 534291006 | | 7200 74 th St Multi MRDR | RT. 25 |
| 2214121018 | | 0 SW Cor Finley Brook Dr. | RT. 25 |
| 1334027003 | | 0 W CUMMNOR S 39th 65041001 Downers Grove | |
| 6843090055 | 1334027003 | Cumnor S 39th 65041001 Downers Grove | RT. 25 |
| *0682037038 | 0052147038 | 0 NE Curtiss St Lite/ Carpe | RT. 23 |
| 855051035 | 141436312 | 6482 WoodWard Ave | RT.25 |
| 926074017 | 141824824 | Meter Steet Light Atwood/Fairview | |
| 2373104102 | 141238657 | Meter St. Lite Control 6618 Walnut | |
| 47073002 | 141507511 | 5101 Walnut | |
| 47073002 | 141599633 | 5101 Walnut | |
| 1928119038 | 141650744 | 405 FairWay Ct Downers Grove | Rt25 |

*Master Account #684309055

IV. PROPOSER'S RESPONSE TO RFP (Professional Services)

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Section A: Executive Summary

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Section B: Supplier Overview

Page 4:
Section C: COMPANY INFORMATION

1. Corporate Overview

2. Credit

Page 5:
Section C: COMPANY INFORMATION (continued)

3. Technical Experience

Page 6:
Section D: Insurance Information

Page 7:
Section E: References

Attachment 1: DNB Credit Report



SECTION A. – Executive Summary



where **energy** comes from

May 2, 2016

Theresa H. Tarka
Purchasing Assistant
Village of Downers Grove
801 Burlington Avenue
Downers Grove, IL 60515

Terri and Village Administrators,

Thank you for giving mc² Energy Services the opportunity to continue serving the electric supply needs of the Village of Downers Grove. Through our more than 3 years of working together, you have always been professional and easy to work with. I have also been impressed with your desire to better understand the electric supply market and enjoyed giving you the breakdown. I hope my presentation was informative and helps in your decision. Since the last RFP mc² was purchased from Dayton Power & Light by Wolverine Holdings, a trading company based in Chicago. This has allowed us to become more efficient and accurate in our pricing and in turn, save our customers more on their electric supply costs. More on Wolverine Holdings can be found in the responses below. Due to our current business relationship The Village already has most of mc²'s info and should have few questions about who we are. That being said, the below responses will mainly pertain to updates to our corporate structure, but if there is anything that needs more clarification please let me know.

The Village of Downers Grove has always been a valued customer and I hope we can continue the relationship. Feel free to contact me with additional questions by phone at 312-854-1993 or via email at dmcguire@mc2energyservices.com.

Best regards,

Daniel McGuire,
Business Development Manager
MC Squared Energy Services, LLC
175 W. Jackson Blvd, Suite 240
Chicago, IL 60604

B. Supplier Overview

- a) Company Name: MC Squared Energy Services, LLC
- b) Principal Address: 175 W. Jackson Blvd, Suite 240, Chicago, IL 60604
- c) Proposal Contact Person: Dan McGuire
- d) Contact Phone: 312-854-1993
- e) Contact Fax: 877-281-1279
- f) Contact Email: dmcguire@mc2energyservices.com
- g) Authorized Submittal:
Charles C. Sutton
President, MC Squared Energy Services
175 W. Jackson Blvd, Suite 240
Chicago, IL 60604
- h) Business Type: LLC
- i) Name of Parent Company: Wolverine Holdings
- j) Company website: www.mc2energyservices.com

C. COMPANY INFORMATION

1. Corporate Overview.

mc² is a Limited Liability Corporation (LLC), organized under the laws of the State of Illinois, and conducts business under the assumed name of “mc² – Where Energy Comes First.” mc² is an Illinois licensed Alternative Retail Electric Supplier for residential, commercial and industrial customers.

mc² is a wholly owned subsidiary of Wolverine Holdings (“Wolverine”). Founded in 1994, the Wolverine companies comprise a number of diversified financial institutions specializing in proprietary trading, asset management, order execution services and technology solutions. They are recognized as a market leader with focus on innovation, achievement and integrity with clients and colleagues. The Wolverine companies are headquartered in Chicago with offices in New York and San Francisco and a proprietary trading affiliate office located in London.

mc² was acquired by Wolverine Holdings on April 1, 2015.

In recent years mc² has been awarded more than 30 aggregation communities totaling approximately 130,000 accounts including the North Shore Electric Aggregation Consortium (eight communities), the Villages of South Barrington, Barrington, Riverwoods, German Valley, Palos Park, Campton Hills, Prairie Grove, Timberlane, Wilmette, Kenilworth, Lake Villa, Lindenhurst, Deer Park, Glenview, Northfield, Kildeer, Bannockburn and the Cities of Elmhurst and Highwood. mc² has also provided savings for commercial and residential customer outside of these aggregations.

In the selection of a strategic partner for electric supply, we know that it is critical to evaluate the knowledge, the expertise and innovation of the supplier. mc² has an experienced, reputable team that is highly qualified and stands ready to deliver on the proposal in accordance with the terms of the Agreement. mc² has successfully served, billed and accommodated the supply needs of The Village of Downers Grove for 3 years and we are confident we can continue.

2. Credit.

A DNB credit report for Wolverine Holdings is included in the attachments.

3. Technical Experience.

mc² is a Limited Liability Corporation (LLC), organized under the laws of the State of Illinois, and conducts business under the assumed name of “mc² – Where Energy Comes First.” mc² is an Illinois licensed Alternative Retail Electric Supplier for residential, commercial and industrial customers.

mc² is a wholly owned subsidiary of Wolverine Holdings (“Wolverine”). Founded in 1994, the Wolverine companies comprise a number of diversified financial institutions specializing in proprietary trading, asset management, order execution services and technology solutions. They are recognized as a market leader with focus on innovation, achievement and integrity with clients and colleagues. The Wolverine

companies are headquartered in Chicago with offices in New York and San Francisco and a proprietary trading affiliate office located in London.

mc² was acquired by Wolverine Holdings on April 1, 2015. Since this time we have improved our pricing systems and have more access to market tools. This has allowed us to more accurately assess usage data and market risk and provide our customers with the info they need to make smart decisions on their electric supply.

D. Insurance Information

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 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.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
- \$200,000 Deductible

- b. 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 an "claims made" bases.

Coverage shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Agreement)
- \$200,000 Deductible

- c. with coverage for 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.

C. Umbrella Policy. The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the

primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- D. Village Coverage. Per the requirements of Supplier's insurance policy, Supplier will agree in writing to provide insurance for the Village, including its Board members and elected officials, officers, employees, agents, attorneys, consultants and representatives for all the required coverage except Workers Compensation and Professional Liability.

Section E. References

- Below are references for multi-site municipality accounts that mc² has been serving for over 12 months.

The Village of Northfield
Steve Noble
(847) 446-9200
snoble@northfieldil.org

Village of Wilmette
Mr. John Prejzner
847-853-7502
prejznerj@wilmette.com

The Village of Glenview
Sarah Kuechler
(847) 904-4372
skuechler@glenview.il.us

Village of Downers Grove

V. PROPOSAL/CONTRACT FORM

*****THIS PROPOSAL, WHEN ACCEPTED AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE VILLAGE OF DOWNERS GROVE, SHALL BECOME A CONTRACT BINDING UPON BOTH PARTIES.**

Entire Block Must Be Completed When A Submitted Proposal Is To Be Considered For Award

PROPOSER:

MC Squared Energy Services LLC
Company Name

Date: April 2, 2016

175 W. Jackson Blvd, Suite 240
Street Address of Company

dmcguire@mc2energyservices.com
Email Address

Chicago, IL 60604

City, State, ZIP

312-854-1993

Business Phone

Daniel McGuire

Contact Name (Print)

877-622-7697

13-Hour Telephone

877-281-1279

Fax


Signature of Officer, Partner or
Sole Proprietor

Charles Sutton, President
Print Name & Title

ATTEST: If a Corporation


Signature of Corporation Secretary

VILLAGE OF DOWNERS GROVE:

Authorized Signature

ATTEST:

Title

Signature of Village Clerk

Date

Date

In compliance with the specifications, the above-signed offers and agrees, if this Proposal is accepted within **90** calendar days from the date of opening, to furnish any or all of the services upon which prices are quoted, at the price set opposite each item, delivered at the designated point within the time specified above.

Village of Downers Grove



VENDOR W-9 REQUEST FORM

The law requires that we maintain accurate taxpayer identification numbers for all individuals and partnerships to whom we make payments, because we are required to report to the I.R.S all payments of \$600 or more annually. We also follow the I.R.S. recommendation that this information be maintained for all payees including corporations.

Please complete the following substitute W-9 letter to assist us in meeting our I.R.S. reporting requirements. The information below will be used to determine whether we are required to send you a Form 1099. Please respond as soon as possible, as failure to do so will delay our payments.

BUSINESS (PLEASE PRINT OR TYPE):**NAME:** MC Squared Energy Services LLC**ADDRESS:** 175 W. Jackson Blvd, Suite 240**CITY:** Chicago**STATE:** Illinois**ZIP:** 60604**PHONE:** 877-622-7697 **FAX:** 877-281-1279**TAX ID #(TIN):** 26-3615852

(If you are supplying a social security number, please give your full name.)

REMIT TO ADDRESS (IF DIFFERENT FROM ABOVE):**NAME:** _____**ADDRESS:** _____**CITY:** _____**STATE:** _____ **ZIP:** _____**TYPE OF ENTITY (CIRCLE ONE):**

| | |
|----------------------|---|
| Individual | Limited Liability Company –Individual/Sole Proprietor |
| Sole Proprietor | Limited Liability Company-Partnership |
| Partnership | Limited Liability Company-Corporation |
| Medical | Corporation |
| Charitable/Nonprofit | Government Agency |

SIGNATURE: _____**DATE:** _____

Village of Downers Grove

PROPOSER'S CERTIFICATION (page 1 of 3)

With regard to Village of Downers Grove Electric Supply RFP, Proposer MC Squared Energy Services LLC hereby certifies the following:

1. Proposer is not barred from bidding this Contract as a result of violations of Section 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33E-4 (Bid-Rotating);
2. Proposer certifies that it has a written sexual harassment policy in place and is in full compliance with 775 ILCS 5/2-105(A)(4);
3. Proposer certifies that it is in full compliance with the Federal Highway Administrative Rules on Controlled Substances and Alcohol Use and Testing, 49 C. F.R. Parts 40 and 382 and that all employee drivers are currently participating in a drug and alcohol testing program pursuant to the Rules.
4. Proposer further certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue, or that Proposer is contesting its liability for the tax delinquency or the amount of a tax delinquency in accordance with the procedures established by the appropriate Revenue Act. Proposer further certifies that if it owes any tax payment(s) to the Department of Revenue, Proposer has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due, and Proposer is in compliance with the agreement.

BY: Daniel McGuire
Proposer's Authorized Agent

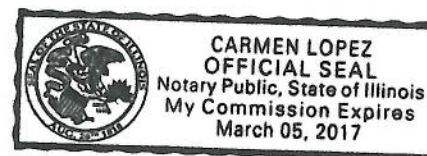
| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | 6 | - | 3 | 6 | 1 | 5 | 8 | 5 | 2 |
|---|---|---|---|---|---|---|---|---|---|

FEDERAL TAXPAYER IDENTIFICATION NUMBER

or _____
Social Security Number

Subscribed and sworn to before me
this 13th day of May, 2016

Carmen Lopez
Notary Public



PROPOSER'S CERTIFICATION (page 2 of 3)

(Fill Out Applicable Paragraph Below)

(a) Corporation

The Proposer is a corporation organized and existing under the laws of the State of IL, which operates under the Legal name of MC Squared Energy Services LLC, and the full names of its Officers are as follows:

President: Charles Sutton

Secretary: John Olark

Treasurer: _____

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

(b) Partnership

Signatures and Addresses of All Members of Partnership:

The partnership does business under the legal name of: _____

which name is registered with the office of _____ in the State of _____.

(c) Sole Proprietor

The Proposer is a Sole Proprietor whose full name is: _____

and if operating under a trade name, said trade name is: _____

which name is registered with the office of _____ in the State of _____.

5. Are you willing to comply with the Village's preceding insurance requirements within 13 days of the award of the contract? _____

Insurer's Name Acord

Agent Marsh USA Inc

Street Address 540 W. Madison

PROPOSER'S CERTIFICATION (page 3 of 3)

City, State, Zip Code

Chicago, IL 60661

Telephone Number

212-948-0770

I/We affirm that the above certifications are true and accurate and that I/we have read and understand them.

Print Name of Company MC Squared Energy Services LLC

Print Name and Title of Authorizing Signature: Charles Sutton, President

Signature:



Date: May 2, 2016

Village of Downers Grove

Suspension or Debarment Certificate

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$100,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, the Proposer certifies to the best of its knowledge and belief, that the company and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal, state or local governmental entity, department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, or convicted of or had a civil judgment against them for a violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal/contract had one or more public transactions (Federal, State or local) terminated for cause or default.

If the Proposer is unable to certify to any of the statements in this certification, Proposer shall attach an explanation to this certification.

Company Name **MC Squared Energy Services LLC**

Address: **175 W. Jackson Blvd, Suite 240** City: **Chicago** Zip Code: **60604**

Telephone: (**312**) **854-1993** Fax Number: (**877**) **281-1279**

E-mail Address: **johnclark@mc2energyservices.com**

Authorized Company Signature: _____

(Print)Name: **John Clark** Title of Official: **CFO**

Date: **May 2, 2016, 2013**

Campaign Disclosure Certificate

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of

Village of Downers Grove

Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

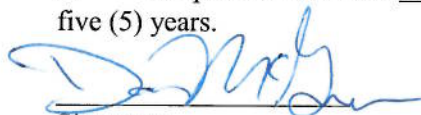
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid or proposal documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under penalty of perjury, I declare:

☒ Proposer/vendor has not contributed to any elected Village position within the last five (5) years.


Signature

Daniel McGuire
Print Name

☐ Proposer/vendor has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: _____
(company or individual)

To whom contribution was made: _____

Year contribution made: _____ Amount: \$ _____

Signature

Print Name