EXHIBIT A

BID PACKAGE
(ATTACHED)

Request for Proposal

For Municipal Aggregated Electricity Supply For Residential and Small Commercial Retail Customers

Issued By:

The Village of Orland Park
14700 Ravinia Ave.
Orland Park, Illinois 60543

Issue Date: April 30, 2012

Response Date: May 7, 2012
(1:30 PM Central Time)

The Village of Orland Park ("Orland Park" or "Village") invites Certified Retail Electric Suppliers (Supplier) to submit proposals for Municipal Aggregated Electric Supply and electric related services (Supply Agreement) in accordance with the requirements, terms, and conditions of this Request for Proposal (RFP). The Village has not previously entered into a Supply Agreement. The RFP is designed to support the start of the Village's program as soon as possible. The electrical distribution company for the Village is Commonwealth Edison (ComEd). This is a RFP only and is not a purchase order, contract or offer. Selection of the supplier(s) by the Village will be completed and made public no later than May 31, 2012.

1.0 – Objective

1.1 - The Village is seeking to obtain electric cost savings as well as a reliable source of generation for its constituents that it represents in this RFP by aggregating all eligible residential and small commercial retail accounts under Section 1-92 Chapter 20, Act 3855 of the Illinois Compiled Statutes (Act) for power to flow beginning July 16, 2012. Please provide firm pricing to be held open for 24 hours

1.2 - The Village is seeking a supplier for electric generation as well as a turnkey program including all the aggregation services needed to meet the requirements of the Illinois Commerce Commission and the Act. Such services shall include but not be limited to the following: Governance Plan development assistance, assistance in applying for certification, administration of the opt-out process, provision for a toll-free call- center to handle customer calls, attendance at public meetings as needed and filing of all required reports. The costs for these services shall be included in the pricing offered to the Village.

1.3 The Village may be submitting this RFP one the same day as other municipalities. The Village is requesting an individual response to this RFP. It is not requesting one price for all RFP's. If submitted with other municipalities, the Northern Illinois Municipal Electric Collaborative, Inc. (NIMEC) will assist the municipalities' efforts to select the supplier offering the most aggressive bid for the entire group. The goal is to award all the contracts to one supplier. Municipalities will be then individually determine which term is preferable, and accept their bid from the winning supplier.

2.0 – Background

2.1 - The Village held a referendum to select an opt-out program pursuant to the Act and the referendum passed according to the terms of the Act. The Village duly passed an Ordinance under the Act providing for the aggregation of electric loads on an opt-out program as allowed under the terms of the Act. As a result, Orland Park now has the right to aggregate the electricity usage of its residential and small commercial retail accounts in the Orland Park corporate limits to provide savings under this RFP.

2.2 - The Village may elect to hold an individual bid or participate in a group bid. If the Village elects to participate in a group bid, the Village may use NIMEC to assist with the group bid. The Village will not delegate any signing authority to NIMEC or other entity, but will make its own decision to accept or reject their individual bid resulting from the group bid. Suppliers will present

individual bids to each community participating in the bid group. NIMEC will create an advisory group, representing and consisting of those communities participating in the bid, to determine the bid winner(s) on the day of the bid. NIMEC will then recommend that each Village accept the bid winner's individual bid for the Village. The Village will then decide to accept or reject their individual bid. Whether or not each community participating in the bid accepts or rejects their individual bid will have no impact upon the individual bids of the other communities.

3.0 - Confidentiality and Proprietary Information

3.1 - Suppliers should treat all information contained in this RFP or provided by the Village as confidential. All information provided by the Village is for proposal purposes only and is not to be disclosed to anyone or used for any other purpose and shall be returned to the Village. Supplier shall take all reasonable precautions in protecting such information. The estimated electric consumption data is attached hereto and made a part hereof by this reference.

3.2 - Responses to this RFP may include proprietary or confidential information. The company shall clearly mark any information provided to the Village that is to be treated as confidential. The Village will take reasonable precautions in protecting such information provided it is clearly identified as propriety or confidential on the page on which it appears. In no event shall the Village be responsible for inadvertent disclosure of information in your response to this RFP.

4.0 - Pricing Options

4.1 - Suppliers will be responsible for payment of any customer processing fee (if any) for those who have switched to the supplier. Please provide pricing for the following two scenarios:

a) Residential – Excluded from this aggregation will be Residential customers on Utility Hourly pricing, electric Space Heat, those who are being served on 3rd party supply with another RES, as well as municipal accounts under ComEd franchise agreement.
b) Small Commercial: Excluded from this aggregation will be Small Commercial customers on Utility Hourly pricing, fixture included lighting, electric space heat and those who are being served on 3rd party supply with another RES.

4.2 – Pricing will be a firm commitment through May 8, 2012 at 1:30pm. Pricing should be quoted at a fixed rate per kWh. This pricing will only be available for those residential and small commercial customers who do not opt-out of Orland Park's program.

4.3 - The supplier may not elect to limit participation to specific size customers, if not limited by Illinois state law.

4.4 - Supplier is responsible for fulfilling all requirements necessary to conduct business in the Orland Park service territory.

4.5 - All pricing will include energy, capacity, transmission and distribution losses, Renewable Portfolio Standard (RPS) charges, imbalances, load factor adjustments, transmission, congestion charges, ancillary services, and applicable taxes.

4.6 – Supplier shall provide pricing for renewable energy in excess of the Illinois RPS. Suppliers shall secure Renewable Energy Credits sourced through Illinois RPS compliant or national green – e certifiable hydroelectric, wind, solar photovoltaic or captured methane-landfill gas.

4.7 - Bidders should use the ComEd rate schedules and/or customer class.

4.8 - All prices must be expressed in terms of ¢/kWh.

4.9 - Supplier shall guarantee delivery of electricity supply to ComEd s system in compliance with ComEd s tariff requirements.

4.10 - Supplier shall provide for the delivery of energy and ancillary services up to the Delivery Point designated in ComEd s Supplier Service Agreement. Supplier shall bear the risk for all transmission costs and any other costs or charges imposed or associated with the delivery of the electricity up to the Delivery Point and Customer shall bear the risk for any and all ComEd distribution costs, and any other costs or charges associated with the receipt of the electricity at and after the Delivery Point.

4.11 - Taxes: State and/or local taxes shall be clearly identified and not necessarily included in the proposed price including gross receipts tax, county sales tax and excise tax.

4.12 - An administrative fee payable by the selected supplier on at least a quarterly basis is required. The fee amount is $0.000175/kWh. Only suppliers agreeing to the administrative fee and signing Attachment 2 are eligible to bid. All checks are to be made payable to the Glenview Consulting Group, Ltd. (The Glenview Consulting Group has adopted and transacts business in the state of Illinois under the assumed corporate name of NIMEC.)

4.13 - NIMEC incurred direct costs to educate Village residents regarding the referendum. Direct costs are limited to printing and mailing of educational pieces to Village residents. (Invoices from printers will be provided.) These costs must be reimbursed by the winning supplier to Glenview Consulting within 60 days of the Master Supply Agreement being signed with the municipality. In this instance: Glenview incurred directs costs of: $6,021.81.

4.14 - The Municipality will incur costs from ComEd to procure and/or refresh load data required for this bid. The Supplier agrees to reimburse the Municipality for these out of pocket costs, which are estimated at $1,000 to $1,500.

4.15 - Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the Municipality at any time the Municipality requests the list. Additionally, within 120 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data

- Capacity Peak Load Contribution (PLC) values and effective start and end dates.
- Network Service Peak Load Contribution (PLC) values and effective start and end dates.
- Meter Bill Group Number.
- Rate Code.

5.0 - Terms and Conditions

5.1 - The term of this agreement will be for a period determined by the Corporate Authorities of the Village. Supplier is to notify the Village at least 60 days prior to the end of the term to discuss renewal. At the end of the term of this agreement, if the agreement is not renewed or extended, Supplier agrees to return all residential and small commercial accounts back to ComEd.

5.2 - In the event that the information submitted is unclear, the Village may request additional information or explanation and/or pricing breakdowns for the purpose of evaluation and decision. The Company will answer all requests for additional information in writing, and these responses shall become part of the Company s electric service proposal. Companies failing to provide adequate information on any issues in a timely manner to allow for a comprehensive evaluation by the Village shall be considered unresponsive, and their proposals shall be subject to rejection.

5.3 - Suppliers must demonstrate compliance with all legal and regulatory requirements and must be certified and approved by all applicable or required Illinois agencies and Commonwealth Edison.

5.4 - Any exceptions to the specifications outlined in this RFP, or other considerations requested or required by the electric generation supplier must be submitted in writing describing in detail and submitted as part of the proposal. All Suppliers will be required and expected to meet the specifications in this RFP unless an exception is noted as part of the proposal being submitted.

5.5 - The Village reserves the right to add or delete accounts during the term of the supply agreement without penalty.

6.0 – Procedures

Please deliver signed proposal on or before May 8, 2012 at 1:30p.m. electronically by email to DHoover@NIMEC.net, as well as PGrimes@orland-park.il.us.

Do not contact the Mayor or Aldermen of the Village. Questions regarding this proposal should be directed to the NIMEC, who will administer the process:

David Hoover
NIMEC
417 Cherry Creek Lane

Prospect Heights, IL 60070
Telephone: (847) 392-9300
Fax:(847) 392-9303
Email: DHoover@NIMEC.net

7.0 - Other Information

7.1 - The Village reserves the right to reject any and all proposals, waive any informality in bidding, to negotiate with any or all companies submitting proposals and to enter into an agreement with any company for any services sought in this RFP.

7.2 - The Village reserves the right to later modify any portion of this request for proposals and to request additional specific information and submit additional questions in the discretion of the Village.

7.3 - All costs incurred by the Company in preparing a response to this proposal, including any meetings or visits, shall be at the Company s expense.

7.4 - Each Company shall be responsible for insuring that all Federal, State and Local laws are followed.

7.5- Your response will become the property of the Village once received.

7.6 - All suppliers wishing to provide a bid pursuant to this RFP must duly complete Attachment 1 providing for the price offer options of one year, two year and three year supply agreements, a duly complete and signed by an authorized agent Attachment 2, and a duly complete and signed by an authorized agent Attachment 3. All bids to be acceptable must include Attachments 1,2 and 3.

EXHIBIT B

BID RESPONSE
(ATTACHED)

where **energy** comes from

MC Squared Energy Services, LLC
Response to
The Village of Orland Park

Confidential

Request for Proposal (RFP)
for
Municipal Aggregated Electricity Supply
for Residential and Small Commercial Retail Customers

Proposal Submittal:
Date: May 7, 2012
Time: 1:30 PM CT

where **energy** comes from

May 7, 2012

Thank you for extending the opportunity for MC Squared Energy Services ("mc^2") to submit this proposal in response to the Village of Orland Park's Request for Proposal for Municipal Aggregated Electricity Supply for Residential and Small Commercial Retail Customers. We are pleased to participate and share some of our expertise with your team.

It is also my pleasure to introduce you to mc^2, a wholly owned subsidiary of DPL Energy Resources, Inc. (DPLER). mc^2, headquartered in Chicago, has been a licensed Alternative Retail Electricity Supplier for the State of Illinois since March of 2009 and received approval to serve residential customers in June of 2011.

Collectively DLPER and its subsidiary mc^2 have annual retail sales of approximately 5 million MWhs, serving more than 49,000 customers in Illinois and Ohio. Of those customers, more than 12,800 customers are served through eight Ohio municipal aggregation programs. In addition, mc^2 has been awarded the RFP for the North Shore Electric Aggregation Consortium (NSEAC). Under the three year NSEAC contract, mc^2 will begin serving approximately 70,000 additional accounts in June 2012.

The mc^2 aggregated supply pricing and service model is designed to provide a seamless electricity supply transition for your community. In the selection of a strategic partner for municipal aggregation, we know that it is critical to evaluate the knowledge, the expertise and innovation of the supplier. mc^2 has an experienced, reputable team that is highly qualified and stands ready to deliver on our proposal.

We appreciate your consideration and hope to work with you in the near future. Feel free to contact me personally with additional questions by phone at 312-446-3345 or via email at sharonhillman@mc2energyservices.com.

Best regards,

Sharon Hillman

Sharon Hillman,
EVP Business Development and Regulatory Affairs
MC Squared Energy Services, LLC
Two North Riverside, Suite 1350
Chicago, IL 60606

where **energy** comes from

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Attachment 1 – Fixed Price Cost of Electricity

RESIDENTIAL (¢/kWh)[1] No Civic Contribution ..... Early Term Fee: $25.00

Additional Renewable	12 Months	24 Months	36 Months
0%	4.799	5.143	
25%	4.818	5.162	
50%	4.837	5.181	
100%	4.874	5.218	

SMALL COMM'L (¢/kWh) No Civic Contribution ..... Early Term Fee: _____

Additional Renewable	12 Months	24 Months	36 Months
0%			
25%			
50%			
100%			

RESIDENTIAL (¢/kWh) with Civic Contribution ..... Early Term Fee:

Additional Renewable	12 Months	24 Months	36 Months
0%			
25%			
50%			
100%			

[1] Residential Rates quoted here-in is applicable for both residential and small commercial customers as our experience with new Rate GAP definition data is that the rates are typically very close and one rate is less confusing for residents and businesses. To the extent that an update for small commercial using new definition data materially lowers the commercial rate, mc^2 if selected would revise the commercial rate downward.

SMALL COMM'L (¢/kWh) with Civic Contribution ..... Early Term Fee: _____

Additional Renewable	12 Months	24 Months	36 Months
0%			
25%			
50%			
100%			

Attachment 2
Administrative Fee Agreement

I, Sharon Hillman, Executive VP of Business Development and Regulatory Affairs. of
(Officer) (Title)

MC Squared Energy Services, Inc ,
(Organization)

agree that said organization will pay the Glenview Consulting Group, Ltd. an administrative fee if chosen as the winning bidder in the RFP. The administrative fee shall be paid on at least a calendar quarterly basis. The fee amount is $0.00018/kWh for all electricity consumed by and paid for members of the Buying Group. Only suppliers agreeing to the administrative fee and signing this Attachment are eligible to submit quotes. All checks are to be made payable to the Glenview Consulting Group, Ltd. and are due within 45 days of the end of the quarter. The term of the administrative fee is equal to that of the signed Service Agreement, including any extensions or renewals.

Sharon Hillman
(Signature)

RFP Attachment 3

Bidder agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborate, dated April 27, 2012, are accurate and there have been no material changes to that information. Bidder also agrees to terms and conditions set forth in the Request for Proposal dated April 30, 2012. Any exceptions are noted on attached exhibit and made part of this Attachment.

Sharon Hillman
(Signature)

Sharon Hillman
(Name)

Executive VP of Business Development and Regulatory Affairs
(Title)

MC Squared Energy Services, Inc.
(Company)

Date: May 7, 2012

Village of Orland Park – Request for Proposal for Municipal Aggregated Electricity Supply for Residential and Small Commercial Retail Customers

May 7, 2012

Submitted by:
Constellation NewEnergy, Inc.
550 West Washington Blvd., Suite 300
Chicago, IL 60661
866.237.POWER
www.newenergy.com
www.constellation.com
www.exeloncorp.com

Constellation NewEnergy, Inc., a subsidiary of Exelon Corporation.

This submission includes proprietary and confidential information belonging to Constellation Energy Group, Inc. By accepting this RFP submission the recipient agrees to take reasonable precautions to protect such confidential information, including that the information will not be duplicated, used, or disclosed to third parties, in whole or part, for any purpose other than evaluation of the RFP.

Constellation Energy

Mr. David Hoover
NIMEC
417 Cherry Creek Lane
Prospect Heights, IL 60070

RE: Response to the Village of Orland Park Request for Proposal for Municipal Aggregated Electricity Supply for Residential and Small Commercial Retail Customers

Dear Mr. Hoover:

Constellation NewEnergy, Inc., a subsidiary of Exelon Corporation, Inc. ("NewEnergy" or "CNE") is pleased to offer the attached proposal per the request referenced above. As a leading retail electricity supplier in North America, NewEnergy is uniquely qualified to serve the aggregation programs of your Village.

In addition to our NIMEC RFP Response, NewEnergy has submitted firm pricing for Residential load and indicative pricing for Small Commercial load for the Village of Orland Park. Also included in this response are the required documents to be submitted. NewEnergy anticipates that, in the event it is determined to be the successful supplier for your program, NewEnergy and the Village will continue to engage in good faith negotiations to finalize the terms and conditions of the Agreement. The executed Agreement will constitute the Parties' entire agreement and understanding and may not be contradicted or supplemented by the terms and conditions of the RFP. To the extent that the terms and conditions in the RFP are not addressed in the Agreement or this response or conflict with those in the Agreement or this response, NewEnergy takes exception to those terms.

Thank you for the opportunity to respond to the Village of Orland Park Request for Proposal for Municipal Aggregated Electricity Supply for Residential and Small Commercial Retail Customers. We appreciate the opportunity to submit our response to you and we look forward to the chance to serve your needs. NewEnergy's success is built upon strength, flexibility and its intense focus on customer satisfaction. We are committed to providing you with superior service and satisfaction in all our interactions with our company.

Should you have questions, please do not hesitate to call.

Regards,

Mark Berry

Mark Berry
550 West Washington Blvd., Suite 300
Chicago, IL 60661
mark.berry@constellation.com
502-468-3042

CONFIDENTIAL
Use or disclosure of data contained herein is subject to the restriction on the title page of this proposal.

Attachment 1 – Fixed Price Cost of Electricity

RESIDENTIAL (¢/kWh) No Civic Contribution ..... Early Term Fee: $0

Additional Renewable	12 Months	24 Months	36 Months
0%	4.617	5.106	5.821
25%	4.644	5.142	5.877
50%	4.670	5.178	5.934
100%	4.724	5.250	6.048

SMALL COMM'L (¢/kWh) No Civic Contribution ..... Early Term Fee: $0

Additional Renewable	12 Months	24 Months	36 Months
0%	4.524	4.965	5.634
25%	4.551	5.001	5.690
50%	4.578	5.037	5.747
100%	4.631	5.109	5.861

Pricing Notes:

- Assumes earliest Power Flow is mid-July
- Residential & Small Commercial prices above are a firm commitment and will be held until the end of the day (until May 8, 2012 / 2:30 pm ET)
- We choose to reimburse the costs referenced in Sections 4.13 & 4.14 of the Hinsdale RFP document outside of the offer prices
- The prices above does not include a guarantee against ComEd's PTC
- Once the program is up and running, CNE may allow customers to opt-in at the program rate for the remaining term of the agreement at CNE's discretion. Upon notification and acceptance, CNE would communicate with ComEd and notify them of that customer's new rate.
- $0 Early Termination Fee
- Renewable Energy source is Wind Energy

Attachment 2
Administrative Fee Agreement

I, **David Leone, Vice President** of
(Officer) (Title)
Constellation NewEnergy, Inc.,
(Organization)

agree that said organization will pay the Glenview Consulting Group, Ltd. an administrative fee if chosen as the winning bidder in the RFP. The administrative fee shall be paid on at least a calendar quarterly basis. The fee amount is $0.00018/kWh for all electricity consumed by and paid for members of the Buying Group. If the initial agreement is renewed, winning bidder agrees to pay the fee during the renewal period(s). Only suppliers agreeing to the administrative fee and signing this Attachment are eligible to submit quotes. All checks are to be made payable to the Glenview Consulting Group, Ltd. and are due within 45 days of the end of the quarter. The term of the administrative fee is equal to that of the signed Service Agreement, including any extensions or renewals.

(Signature)

RFP Attachment 3

Bidder agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply for Member Communities of the Northern Illinois Municipal Electric Collaborative, dated **May 6, 2012**, are accurate and there have been no material changes to that information. Bidder also agrees to terms and conditions set forth in the Request for Proposal dated **May 6, 2012** Any exceptions are noted on attached exhibit and made part of this Attachment.

(Signature)

David Leone
(Name)

Vice President
(Title)

Constellation NewEnergy, Inc.
(Company)

Date: **5/7/2012**

Orland Park Attachment 1 – Fixed Price Cost of Electricity

RESIDENTIAL (¢/kWh) No Civic Contribution ..... Early Term Fee: $25

Additional Renewable	12 Months	24 Months	36 Months
0%	4.43 ¢/kWh	4.77 ¢/kWh	5.34 ¢/kWh
25%	4.46 ¢/kWh	4.79 ¢/kWh	5.36 ¢/kWh
50%	4.48 ¢/kWh	4.81 ¢/kWh	5.38 ¢/kWh
100%	4.52 ¢/kWh	4.85 ¢/kWh	5.42 ¢/kWh

SMALL COMM'L (¢/kWh) No Civic Contribution ..... Early Term Fee: $50

Additional Renewable	12 Months	24 Months	36 Months
0%	4.40 ¢/kWh	4.55 ¢/kWh	5.00 ¢/kWh
25%	4.43 ¢/kWh	4.58 ¢/kWh	5.03 ¢/kWh
50%	4.45 ¢/kWh	4.60 ¢/kWh	5.05 ¢/kWh
100%	4.49 ¢/kWh	4.64 ¢/kWh	5.09 ¢/kWh

RESIDENTIAL (¢/kWh) with Annual Civic Contribution ..... Early Term Fee: $25

Additional Renewable	12 Months	24 Months	36 Months
0%	4.54 ¢/kWh	4.87 ¢/kWh	5.44 ¢/kWh
25%	4.57 ¢/kWh	4.90 ¢/kWh	5.47 ¢/kWh
50%	4.59 ¢/kWh	4.92 ¢/kWh	5.49 ¢/kWh
100%	4.63 ¢/kWh	4.96 ¢/kWh	5.53 ¢/kWh

SMALL COMM'L (¢/kWh) with Annual Civic Contribution ..... Early Term Fee: $50

Additional Renewable	12 Months	24 Months	36 Months
0%	4.51 ¢/kWh	4.66 ¢/kWh	5.11 ¢/kWh
25%	4.54 ¢/kWh	4.69 ¢/kWh	5.13¢/kWh
50%	4.56 ¢/kWh	4.71 ¢/kWh	5.15 ¢/kWh
100%	4.60 ¢/kWh	4.75 ¢/kWh	5.19 ¢/kWh

Attachment 2
Administrative Fee Agreement

I, Brenda Fargo, Manager, Gov't Aggregation of
(Officer) (Title)
First Energy Solutions,
(Organization)

agree that said organization will pay the Glenview Consulting Group, Ltd. an administrative fee if chosen as the winning bidder in the RFP. The administrative fee shall be paid on at least a calendar quarterly basis. The fee amount is $0.0005/kWh for all electricity consumed ~~by~~ AND PAID FOR - KRC members of the Buying Group. If the initial agreement is renewed, winning bidder agrees to pay the fee during the renewal period(s). Only suppliers agreeing to the administrative fee and signing this Attachment are eligible to submit quotes. All checks are to be made payable to the Glenview Consulting Group, Ltd. and are due within 45 days of the end of the quarter. The term of the administrative fee is equal to that of the signed Service Agreement, including any extensions or renewals.

Brenda Fargo
(Signature)

RFP Attachment 3

Bidder agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply for Member Communities of the Northern Illinois Municipal Electric Collaborative, dated 4/23/12, are accurate and there have been no material changes to that information. Bidder also agrees to terms and conditions set forth in the Request for Proposal dated 4/24/12. Any exceptions are noted on attached exhibit and made part of this Attachment.

Brenda Fargo
(Signature)

Brenda Fargo
(Name)

Manager, Gov't Aggregation
(Title)

First Energy Solutions
(Company)

Date: 5-7-12

Direct Energy's Pricing

Attachment 1 – Fixed Price Cost of Electricity

RESIDENTIAL (¢/kWh) No Civic Contribution ..... Early Term Fee: $0

Additional Renewable	12 Months	24 Months	36 Months
0%	4.48	4.77	5.17
25%	4.52	4.80	5.21
50%	4.54	4.83	5.24
100%	4.58	4.88	5.30

SMALL COMM'L (¢/kWh) No Civic Contribution ..... Early Term Fee: $0

Additional Renewable	12 Months	24 Months	36 Months
0%	4.48	4.77	5.17
25%	4.52	4.80	5.21
50%	4.54	4.83	5.24
100%	4.58	4.88	5.30

RESIDENTIAL (¢/kWh) with Civic Contribution ..... Early Term Fee: $0

Additional Renewable	12 Months	24 Months	36 Months
0%	4.50	4.79	5.19
25%	4.54	4.83	5.23
50%	4.56	4.85	5.26
100%	4.60	4.90	5.32

SMALL COMM'L (¢/kWh) with Civic Contribution ..... Early Term Fee: $0

Additional Renewable	12 Months	24 Months	36 Months
0%	4.50	4.79	5.19
25%	4.54	4.83	5.23
50%	4.56	4.85	5.26
100%	4.60	4.90	5.32

RFP Attachment 3

Bidder agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply for Member Communities of the Northern Illinois Municipal Electric Collaborative, dated _May 2, 2012_, are accurate and there have been no material changes to that information. Bidder also agrees to terms and conditions set forth in the Request for Proposal dated April 30, 2012_. Any exceptions are noted on attached exhibit and made part of this Attachment.

_____
(Signature)

Richard Suchant
(Name)

Partnership Sales Manager
(Title)

Direct Energy Services, LLC
(Company)

Date: May 4, 2012

Attachment 1 – Fixed Price Cost of Electricity

RESIDENTIAL (¢/kWh) No Civic Contribution ..... Early Term Fee: zero

Additional Renewable	12 Months	24 Months	36 Months
0%	4.631	5.050	5.989
25%	4.650	5.078	6.024
50%	4.669	5.105	6.059
100%	4.706	5.160	6.129

SMALL COMM'L (¢/kWh) No Civic Contribution ..... Early Term Fee: zero

Additional Renewable	12 Months	24 Months	36 Months
0%	4.528	4.953	5.784
25%	4.546	4.980	5.819
50%	4.565	5.008	5.854
100%	4.603	5.063	5.924

RESIDENTIAL (¢/kWh) with Civic Contribution ..... Early Term Fee: zero

Additional Renewable	12 Months	24 Months	36 Months
0%	n/a	n/a	n/a
25%	n/a	n/a	n/a
50%	n/a	n/a	n/a
100%	n/a	n/a	n/a

SMALL COMM'L (¢/kWh) with Civic Contribution ..... Early Term Fee: zero

Additional Renewable	12 Months	24 Months	36 Months
0%	n/a	n/a	n/a
25%	n/a	n/a	n/a
50%	n/a	n/a	n/a
100%	n/a	n/a	n/a

Attachment 2
Administrative Fee Agreement

I, Ronnie E. Cardwell , Vice President, Direct Mass Markets of Integrys Energy Service, Inc.

agree that said organization will pay the Glenview Consulting Group, Ltd. an administrative fee if chosen as the winning bidder in the RFP. The administrative fee shall be paid on at least a calendar quarterly basis. The fee amount is $0.0002/kWh for all electricity consumed by and paid for members of the Buying Group. Only suppliers agreeing to the administrative fee and signing this Attachment are eligible to submit quotes. All checks are to be made payable to the Glenview Consulting Group, Ltd. and are due within 45 days of the end of the quarter. The term of the administrative fee is equal to that of the signed Service Agreement, including any extensions or renewals.

Ronnie E. Cardwell II

(Signature)

RFP Attachment 3

Bidder agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborate, dated April 16, 2012 are accurate and there have been no material changes to that information. Bidder also agrees to terms and conditions set forth in the Request for Proposal dated Apr 27, 2012. Any exceptions are noted on attached exhibit and made part of this Attachment.

There has been one change from our RFQ response dated April 16, 2012. Specifically, Integrys has changed its termination fee for both residential and commercial customers to zero.

Also, our ability to match the Price to Compare (price for Tariffed Services) is contingent upon the utility's rate structure (remaining as a Price to Compare). If the utility changes its rate structure (ie, a rate class is deemed competitive), then the Price to Compare ceases to exist and Integrys will no longer be able to offer the guarantee.

Ronnie Cardwell II

(Signature)

Ronnie E. Cardwell

(Name)

Vice President, Direct Mass Markets

(Title)

Integrys Energy Services, Inc.

(Company)

May 1, 2012

Date

ORLAND PARK - HOOVER 5/7/2012

Attachment 1 – Fixed Price Cost of Electricity

RESIDENTIAL (¢/kWh) No Civic Contribution ..... Early Term Fee: $0.—

Additional Renewable	12 Months	24 Months	36 Months
0%	4.468	4.791	5.530
25%	4.500	4.823	5.562
50%	4.532	4.855	5.594
100%	4.597	4.920	5.659

SMALL COMM'L (¢/kWh) No Civic Contribution ..... Early Term Fee: $0.—

Additional Renewable	12 Months	24 Months	36 Months
0%	4.494	4.818	5.551
25%	4.526	4.850	5.583
50%	4.558	4.882	5.615
100%	4.623	4.947	5.680

RESIDENTIAL (¢/kWh) with Civic Contribution $10,000.... Early Term Fee: $0.—

Additional Renewable	12 Months	24 Months	36 Months
0%	4.474	4.797	5.536
25%	4.506	4.829	5.568
50%	4.538	4.861	5.600
100%	4.602	4.925	5.664

SMALL COMM'L (¢/kWh) with Civic Contribution $10,000 Early Term Fee: $0.—

Additional Renewable	12 Months	24 Months	36 Months
0%	4.494	4.818	5.551
25%	4.526	4.850	5.583
50%	4.558	4.882	5.615
100%	4.623	4.947	5.680

RFP Attachment 3

Bidder agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply for Member Communities of the Northern Illinois Municipal Electric Collaborative, dated _____, are accurate and there have been no material changes to that information. Bidder also agrees to terms and conditions set forth in the Request for Proposal dated _____. Any exceptions are noted on attached exhibit and made part of this Attachment.

_____
(Signature)

JAMES DEERING
(Name)

PRESIDENT
(Title)

NORDIC
(Company)

Date: 5/7/12

Attachment 2
Administrative Fee Agreement

I, JAMES DEERING, President of
(Officer) (Title)
Nordic Energy,
(Organization)

agree that said organization will pay the Glenview Consulting Group, Ltd. an administrative fee if chosen as the winning bidder in the RFP. The administrative fee shall be paid on at least a calendar quarterly basis. The fee amount is $0.00018/kWh for all electricity consumed by and paid for members of the Buying Group. If the initial agreement is renewed, winning bidder agrees to pay the fee during the renewal period(s). Only suppliers agreeing to the administrative fee and signing this Attachment are eligible to submit quotes. All checks are to be made payable to the Glenview Consulting Group, Ltd. and are due within 45 days of the end of the quarter. The term of the administrative fee is equal to that of the signed Service Agreement, including any extensions or renewals.

(Signature)

EXHIBIT C

PRICE

Residential Customer Class Price :
4.823 cents per kWh*

Commercial Customer Class Price:
6.357 cents per kWh*

Termination Fee for Withdrawing Customers who do not notify the Supplier that they are moving out of the Village:
Residential: $ 0 per utility account
Commercial: $ 0 per utility account

Term: 24 months

EXHIBIT D

OPT-OUT NOTICE
(ATTACHED)

Date
Unique Identifier Number:
Customer Name
Mailing Address
Mailing Village, State, Zip
RE: Village of Orland Park Electric Aggregation Program

Village of Orland Park Electric Aggregation Program: Opt-Out Package

Dear Customer:

As a result of electric de-regulation in Illinois, the Village of Orland Park established an electric aggregation program that enables them to aggregate the load of all consumers within the incorporated Village of Orland Park in order to negotiate a discount on electricity rates. The Village also ensured that the supplier selected would purchase 25% of the energy from renewable sources such as hydroelectric, wind, or solar photovoltaic.

At its Village Board of Trustees meeting on May 7, 2012, the Village of Orland Park selected Nordic Energy to be your electric provider. Nordic Energy Services, LLC ("Nordic") is an independently owned Chicago based energy management firm specializing in energy management services including energy procurement, customized energy risk management services and effective energy operating cost reduction strategies. Nordic also specializes in the re-sale and marketing of natural gas in Illinois and Indiana as well as electric power under both ComEd and Ameren.

Nordic is able to offer Orland Park residents a fixed price of $0.0482/kWh which represents a **savings of 40% off the current ComEd rate.** Additionally, residents will receive price protection with a two-year fixed rate. ComEd will continue to send you a monthly invoice and your invoice will include Nordic's reduced energy charges. Also, ComEd will continue to deliver your energy in a safe and reliable way.

In order to be eligible to participate in the Village of Orland Park Aggregation Program, you must have a residence or small business (less than 15,000 kWh annually) located in the incorporated Village of Orland Park. If you do not have a small business or residence located in the Village of Orland Park please call Nordic Energy at 1-877-808-1022.

If you are interested in saving money on your electric charges, you don't need to do anything. Nordic will automatically enroll your account(s) in the Village of Orland Park Municipal Aggregation Program.

However, **if you would like to be excluded from this program, please fill out the "Opt-Out Request Form" on the back side of this page and fax or mail it to Nordic Energy per the instructions on the form. Or, you can opt-out online by visiting our website at http://optout.nordicenergy-us.com.**

Enclosed is an Environmental Disclosure statement, a frequently asked questions sheet, and an "Opt-Out Request Form" on the back side of this letter. Please review the information and feel free to contact us at 1-877-808-1022 if you have questions or would like additional information about the program. We look forward to serving you.

VILLAGE OF ORLAND PARK AGGREGATION OPT-OUT REQUEST FORM

For your convenience, you can opt-out online at http://optout.nordicenergy-us.com or complete the following form and fax or mail it per the instructions below.

****PLEASE ONLY SUBMIT THIS FORM IF YOU ARE INTERESTED IN NOT PARTICIPATING IN THE VILLAGE OF ORLAND PARK AGGREGATION PROGRAM**

CUSTOMER NAME (REQUIRED): _____

SERVICE ADDRESS (REQUIRED):_____

PHONE NUMBER (REQUIRED):_____

CONTACT NAME (REQUIRED):_____

E-MAIL ADDRESS (OPTIONAL-for confirmation only)_____

I hereby certify that I do **NOT** want to participate in the Village of Orland Park Aggregation Program offered by the Village of Orland Park. I understand that by opting-out of this program I will **NOT** be enrolled with Nordic as my electric supplier and therefore I will **NOT** receive a discounted rate on my electric invoice.

Customer Signature:_____ Date: _____

***PLEASE COMPLETE ALL REQUIRED FIELDS ABOVE AND SEND OR FAX NO LATER THAN JUNE 7, 2012 TO:

NORDIC ENERGY SERVICES
C/O KELLI SINGER
ONE TOWER LANE SUITE 300
OAKBROOK TERRACE, IL 60181
FAX: 888-370-2027

Please feel free to contact us at 1-877-808-1022 if you have questions or require additional information.

EXHIBIT E

IMPLEMENTATION SCHEDULE
(ATTACHED)

Schedule E

Implementation Schedule

Days from Contract Signing and receipt of ComEd data

7:	Opt Out letter in mail
14:	Opt Out response
2:	Mail Response
2*:	Supplier to send list to ComEd
10:	ComEd to supply acct numbers
2:	Supplier to finalize list
3:	Cushion day
20:	Supplier to DASR accounts (includes ComEd rescission letter/period)
60	

* business days

EXHIBIT F

CERTIFICATES OF INSURANCE
(ATTACHED)

OP ID: JI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/10/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Associated Agencies, Inc.
1701 Golf Rd, Tower 3, 7th Flr
Rolling Meadows, IL 60008-4267
Skip Schrayer
847-427-8400
847-427-3430

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: NORDI-1

INSURED
Nordic Energy Services LLC
One Tower Lane, Suite 300
Oakbrook Terrace, IL 60181-4647

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Co	29424
INSURER B : Essex Insurance Co	39020
INSURER C : Westchester Fire Ins Co.	21121
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		83SBAUJ4295	08/15/11	08/15/12	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			CUBW3505111	06/16/11	06/16/12	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
C	Professional Liability			G240716503	05/06/12	05/06/13	Ea Claim	2,000,000
							Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Village of Orland Park, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants and representatives are additional insured, as required by written contract.

CERTIFICATE HOLDER

VILL286

Village of Orland Park
14700 Ravinia Avenue
Orland Park, IL 60462

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark R Sydt

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ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2012

PRODUCER
Mike Callahan State Farm Insurance
5372 N Milwaukee Ave
Chicago, IL 60630
773-775-1880
773-775-1886 Fax
MIKE@CALLAHANAGENCY.COM

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
NORDIC ENERGY SERVICES LLC
1 TOWER LN STE 300
OAKBROOK TER IL 60181-4617

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Auto Insurance Company 25178	25178
INSURER B: State Farm Fire and Casualty Company 25143	25143
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC				EACH OCCURRENCE	$
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
						PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS X NON-OWNED AUTOS	512 7488-B10-13A	02/10/2012	08/10/2012	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
X		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	93-B0-S210-9	01-19-2012	01-19-2013	X WC STATUTORY LIMITS / OTHER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Insured Vehicle:
ENOL

CERTIFICATE HOLDER

VILLAGE OF Orland Park
14700 S. Ravinia Ave.
Orland Park, IL

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR

The registration notices indicate ownership of the marks by their respective owners
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	REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE MIKE CALLAHAN

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

EXHIBIT G

EXCEPTIONS TO RESPONSE FOR QUALIFICATIONS
(ATTACHED)

EXCEPTIONS TO RESPONSE FOR QULIFICATIONS

*There are **no attachments for Exhibit G** due to there being no exceptions pursuant to Jennifer Huerta of Nordic Energy.*