

**NATURAL GAS SUPPLY
AND
MANAGEMENT SERVICES AGREEMENT**

BETWEEN



**COOK COUNTY GOVERNMENT
Bureau of Administration**

AND

Integrus Energy Services-Natural Gas LLC

**NATURAL GAS SUPPLY AND MANAGEMENT SERVICES
AGREEMENT**

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- Exhibit 1 Scope of Services
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- Exhibit 2 Schedule of Pricing
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Integrus Energy Services, Inc. ("Contractor"), doing business as a corporation organized in of the State of Wisconsin hereinafter referred to as "Contractor", pursuant to authorization by the Cook County Board of Commissioners on the 1st day of Feb., 2012, as evidenced by Board Authorization letter attached hereto as EXHIBIT "4".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Natural Gas Supply and Management Services. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance

required by this Agreement. Any Additional Services requested by the Department require the approval of the Purchasing Agent in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"**Agreement**" means this Gas Supply and Management Services Agreement, including all exhibits, transaction confirmations attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"**City Gate**" shall mean the point of connection between transporting pipeline(s) and the distribution system of the Utility.

"**Commodity Gas Cost**" shall mean price per Therm of Gas

"**Facilities**" shall mean those real properties of the County to which Gas will be provided pursuant to the terms on this Agreement and that are listed on the Facilities List, attached to this Agreement as Attachment A.

"**Gas**" shall mean natural Gas.

"**Nomination**" shall mean the gross monthly quantity of Gas that Contractor orders from third party suppliers on behalf of the County for the Facilities pursuant to the terms of this Contract.

"**Metered**" shall mean actual Gas used at County's Facilities and that is Metered by LDC for monthly billings.

"**Chief Procurement Officer**" means the Purchasing Agent for the County of Cook and any representative duly authorized in writing to act on his/her behalf.

"**Department**" means the Cook County Bureau of Administration.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement, namely it shall refer to the procurement, transmission, distribution and administration of Natural Gas Supply as well as consultation services related to Natural Gas.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subContractors of any tier, suppliers and materials providers, whether or not in privity with Contractor. Subcontractor does not include the LDC or the natural gas pipelines which are subject all of which are subject to government regulation and/or tariffs.

“Transaction Confirmation” means a form prepared and submitted by the Contractor subsequent to the County’s request for gas which shall detail charges, quantity and price of the gas supplied by Contractor to the county and must be agreed to by the County at the time of purchase of Gas Supply Services.

“Utility” or **“LDC”** shall mean The Peoples Gas Company or Nicor Gas Company or both, as the context requires.

b) Interpretation

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections, Transaction Confirmations or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections, Transaction Confirmations or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Pricing
- Exhibit 3 Evidence of Insurance

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3(c). The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1 Scope of Services and Time Limits for Performance which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various written Deliverables. "**Deliverables**" include work product, such as written recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete written Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete written Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and

purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to use that information only in furtherance of its performance under this Agreement, and for no other purpose and will be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses, upon the County's request. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) Key Personnel

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. Additionally, the County may contact the Regional Sales Director (currently Kirsten K. Young) at 312-681-1805 or kkyoung@integrysenergy.com for assistance with respect to Key Personnel.

List of Key Personnel has been identified in the Scope of Services which is attached as Exhibit 1 and has been incorporated in this Agreement.

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.4(c) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women's Business Enterprises Commitment**

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-276) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Exhibit 3, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Exhibit 3.

f) **Insurance**

Contractor shall purchase and maintain during the term of this Agreement insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of

the performance of the Agreement. Such insurance shall include, but not be limited to, Worker's Compensation and Employer's Liability, Auto Liability, and Commercial General Liability, including broad form Contractual and Product Liability, as applicable. The provision of this paragraph shall not be deemed to limit the liability of Contractor hereunder or to limit any rights that Contractor or County may otherwise have. Contractor may meet the requirements of this section through a self-insurance retention program. If Contractor has such self-insurance retention program, Contractor must provide proof that it carries sufficient excess insurance coverage for any claims or liabilities that might arise because of the performance of this Agreement.

g) Indemnification

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of any event, circumstance, act or incident to the performance or nonperformance of the Agreement by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licenses or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor or otherwise provided the Contractor shall in no way limit the responsibility to indemnify the County as hereinabove.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Agreement is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Agreement or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Agreement (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Agreement for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the

Agreement Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times. Notwithstanding the foregoing, Contractor retains all intellectual property rights in its Proprietary Tools used to create studies, reports, work product. Contractor's Proprietary Tools include Contractor's ideas, concepts, know-how, methods, methodologies, algorithms, formulae, software, documentation, work papers, notes, databases, processes, specifications, report formats, document formats and techniques used in the performance of this Agreement.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Agreement. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in this Agreement, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Agreement; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Agreement.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Agreement, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Agreement, or to Contractor's compliance with any term, condition or provision thereof upon the County's request. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Agreement.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision there under or under the Agreement.

In the event the Contractor receives payment under the Agreement, and the County determines the payment is made in error, the Contractor shall promptly reimburse the payment amount to the County on request, or at the County's option, the County may credit the amount disallowed from to the next payment due or to become due to the Contractor under any Agreement with the County.

To the extent this Agreement pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontract Subcontracting or Assignment of Agreement or Agreement Funds

Once awarded, this Agreement shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Agreement. The Contractor shall not transfer or assign any Agreement funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Agreement, in whole or in part, or the unauthorized transfer or assignment of any Agreement funds, either in whole or in part, or any

interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Agreement, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Agreement. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Agreement. Contractor shall incorporate into all subcontracts all of the provisions of the Agreement which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with its performance under this Agreement, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: 1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosures are required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

ARTICLE 4) DUTIES AND RESONSIBILITIES OF THE COUNTY

- i) Designate Contractor as its natural gas supplier and management advisor for all purposes of this Agreement
- ii) Purchase natural gas requirements from Contractor in accordance with the Transaction Confirmations
- iii) Provide Contractor with written and/or verbal notice 24 hours in advance of anticipated significant non-weather related changes in use by any of the accounts/facilities.

ARTICLE 5) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect as of the date in the preamble ("**Effective Date**") and continues until for a period of two (2) years or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.2 may result in economic or other losses to the County.

ii) Neither Contractor nor Contractor's agents, employees or Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend the Agreement for up to 2 additional one-year periods under the same terms and conditions as this original Agreement., except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10(c).

ARTICLE6) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Pricing and the Transaction Confirmation agreed to by the County at the time of purchase of Natural Gas services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Pricing at the time of purchase for Natural Gas services. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County

Voucher form (29A). Invoices for new charges shall not include “past due” amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

Contractor shall invoice the County for all natural gas costs including the commodity, transmission, distribution costs, service fees and all applicable Taxes itemized for each facility account. Bills must have all back up information including, but not limited to the usage, distribution utility costs, electric commodity costs, service fees, and all applicable Taxes itemized for each facility account. Contractor shall invoice the County monthly on actual usage, and not on an estimated basis, to the extent Utility has made such actual usage information available. Contractor shall provide monthly invoices.

County’s payment is due on or before forty five (45) days after the date of Contractor’s invoice.

c) Transaction Confirmation

Contractor shall provide uninterruptible natural gas to the County upon the County’s request. Subsequent to the County’s request for natural gas, Contractor shall prepare and submit to the County a “Transaction Confirmation” which shall contain the following information for each of the Facilities to be serviced under this Agreement:

- i. Monthly Contract Quantity
- ii. Commodity Gas Cost as determined by the pricing mechanisms set forth in the price schedule
- iii. Description of Supply Price inclusions and exclusions.
- iv. Description of authorized use, overrun , oversupply and under supply charges assessed by the Utility, Transportation Charges, Imbalance Penalties, Capacity Charges and Ancillary Charges.
- v. Description of the County’s usage as Metered or estimated to be Metered by the Utility
- vi. The commencement and end dates for Transaction Confirmation.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County specifically for payments for Natural Gas services, such as are to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. In no event shall annual charges under this agreement exceed the amount of the annual budgeted amounts as appropriated by the Cook County Board of Commissioners for the Natural Gas

accounts served by the agreement. Contractor shall be entitled to bill the County in accordance with the terms contained under this agreement.

e) Taxes

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Agreement. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

f) Price Reduction

If at any time after the agreement award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Agreement for the duration of the Agreement period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Agreement, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

h) Imbalance Protection

Contractor will be liable for costs associated with imbalance, unauthorized use and overrun, oversupply and under supply charges assessed by the Utility caused by Contractor and/or supplier(s) failure to deliver gas for the accounts listed in this Agreement. The County will only liable for imbalance, unauthorized use and overrun, oversupply and undersupply charges assessed by the Utility caused by changes in the County's operation if it fails to notify Contractor 24 hours prior to the month of service, in advance of anticipated significant non-weather related changes in usage.

ARTICLE7) DISPUTES

Any dispute arising under the Agreement between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Agreement provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be the final and binding position of the County. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Agreement during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE8) COMPLIANCE WITH ALL LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Agreement including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE9) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;

- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9(a)(i).

b) Ethics

- i) In addition to the foregoing warranties and representations, Contractor warrants:
 - (1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
 - (2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime

Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) Conflicts of Interest

i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Contracting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict of interest, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Contracting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime,

subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.11 of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

ARTICLE 10) EVENTS OF DEFAULT, REMEDIES, TERMINATION AND FORCE MAJEURE

a) Events of Default

The following constitute events of default with respect to Contractor:

i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.

ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:

(a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

(b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

(c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;

(d) Discontinuance of the Services for reasons within Contractor's reasonable control; and

(e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.

iii) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.

(iv) Failure to comply with Section 7 in the performance of the Agreement.

(v) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

The following constitute events of default with respect to the County:

i) County's material failure to perform any of its obligations under this Agreement including failure to pay within a timely manner.

b) Remedies

The occurrence of any event of default by a party (the Defaulting Party) permits the other party (the "NonDefaulting Party"), at its sole option, to declare the Defaulting Party in default. The Non-Defaulting Party may in his sole discretion give the Defaulting Party an opportunity to cure

the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Non Defaulting Party. Whether to declare the Defaulting Party in default is within the sole discretion of the Non Defaulting Party.

The Non-Defaulting Party will give the Defaulting Party written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Non-Defaulting Party gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Non Defaulting Party may give a Default Notice if the Defaulting Party fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given by the County to the Contractor as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the Non-Defaulting Party may invoke any or all of the following remedies:

Following notice of a default to Defaulting Party, the Non-Defaulting Party reserves the right to suspend performance until such time as the Defaulting Party has cured the breach or noncompliance which is subject matter of the notice. If the Defaulting Party fails to remedy a material breach during the thirty (30) day cure period, the Non-Defaulting Party shall have the right to terminate this Agreement provided, however, that Non-Defaulting Party shall give the Defaulting Party five (5) days prior written notice of termination. In the event of termination, the Non-Defaulting Party reserves the right to elect to continue receiving and/or provided the Services in whole or in part for the period of time necessary to obtain and implement replacement services. During such transition period all terms and conditions of the Agreement shall be in full force and effect. The Non-Defaulting Party may elect to continue the Agreement with the Defaulting Party in full; increase monitoring and oversight of Party's operations; or agree to other arrangements pending the implementation of replacement services. .

In all cases, the Non-Defaulting Party's damages shall be those provable damages not to exceed the replacement cost value of the Agreement, to be determined as follows: The "Replacement Cost Value" with respect to the County shall be the "Market Value" minus the "Agreement Value" so long as the "Market Value" is greater than the "Agreement Value" and with respect to Contractor the "Agreement Value" minus the "Market Value", so long as the Agreement Value is greater than the "Market Value". "Agreement Value" means the Agreement price multiplied by the expected usage for the remaining term of the Agreement, excluding any unexercised term extension rights. "Market Value" means the amount, as determined by the Non-Defaulting Party in a commercially reasonable manner as of the early termination date, that a bona fide third party would pay for the expected usage for the remaining term of the Agreement, excluding any unexercised term extension rights, at current market prices. In determining "Market Value" the Non-Defaulting Party may consider, among other things, quotations from leading dealers in the

wholesale energy industry, utility service and other bona fide offers from third parties, all as commercially available to the Non-Defaulting Party and adjusted for the length of the remaining term of the Agreement, excluding any unexercised term extension rights and differences in transmissions costs and volume.

Subject to the measure of damages in the preceding paragraph, the County shall have the right to pursue all remedies in law or equity.

If the Non-Defaulting Party considers it to be in its best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the Non-Defaulting Party and that if the Non-Defaulting Party permits the Defaulting Party to continue to perform its obligations under the Agreement despite one or more events of default, the Defaulting Party is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the Non-Defaulting Party waive or relinquish any of its rights.

c) Termination For Convenience

The County may terminate this Agreement, or any portion, at any time by notice in writing from the County to the Contractor. If the Agreement is terminated by the County, the Contractor shall deliver to the County all finished or unfinished Documents prepared by the Contractor under this Contract and these shall be and become the property of the County. Payment for the work performed before the effective date of such termination shall be based upon an estimate of the services/materials actually performed/supplied by the Contractor to the date of termination and provable damages as set forth in the paragraph below. Such payment made to the Contractor shall be in full settlement for services rendered under this Agreement.

The Contractor's damages in the event of a termination for convenience shall be those provable damages not to exceed the value of the Agreement, to be determined as follows: The "Value" shall be the "Agreement Value" minus the "Market Value", so long as the "Agreement Value" is greater than the "Market Value." "Agreement Value" means the amount, as determined by the Contractor in a commercially reasonable manner as of the early termination date, that bona fide third party would pay for the expected usage for the remaining term of the Agreement, excluding any unexercised term extension rights, at current market prices. In determining "Market Value," the Contractor may consider, among other things, quotations from leading dealers in the wholesale energy industry, utility service and other bona fide offers from third parties, all as commercially available to the Contractor and adjusted for the length of the remaining term of the Agreement, excluding any unexercised term extension rights and differences in transmissions costs and volume.

d) Force Majeure

Neither Contractor nor the County shall be liable for failing to fulfill any obligation under this agreement if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, riots, or other conditions or events resulting in the curtailment or disruption of firm Energy supply or the transmission on the electric transmission and/or distribution system.

e.) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Agreement.

f) Prepaid Fees

In the event this Agreement is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 11) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i)

the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) No Omissions

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) Counterparts

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) Modifications and Amendments

The parties may from time to time during the term of the Agreement make modifications and amendments to the Agreement but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Agreement by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Agreement by more than thirty (30) days may only be made with the written approval of the Chief Procurement Officer.

Subject to the foregoing, the Chief Procurement Officer may, by written order, make changes with respect to the dates of delivery and places of performance of the Agreement, provided that any such changes shall not increase the Agreement price or the time required for Agreement performance.

Contractor is hereby notified that, except for modifications and amendments which are made in

accordance with this Section 10.c., Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Agreement.

d) Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Agreement, or arising from any dispute or controversy arising in connection with or related to the Agreement, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Agreement.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the Party by a proper authority waives the other Party's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the Party may have waived the performance, requirement or condition. Such waivers must be provided to the non performing Party in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

i) the County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.

ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.

iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this agreement.

k) Quantities

The quantities of services and natural gas required for the performance for the Agreement are estimates for the purpose of determining an approximate total contract amount and may not be the actual quantities required during the term of the Agreement. The County reserves the right to increase or decrease the quantities at the contract price to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities of Gas as are from time to time ordered, delivered and metered pursuant to the terms of this Agreement by the Department or its designee.

l) Limitation of Liability. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER COUNTY NOR CONTRACTOR NOR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES), SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY OR TO ITS PARENTS, PARTNERS, OWNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, OR TO ANY OF THEIR RESPECTIVE INSURERS, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT, OR ANYTHING DONE IN CONNECTION HEREWITH, IRRESPECTIVE OF WHETHER SUCH CLAIMS OR DAMAGES ARE BASED UPON BREACH OF WARRANTY, TORT INCLUDING WITHOUT LIMITATION NEGLIGENCE, WHETHER OF SELLER, BUYER, OR OTHERS STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor has no control or liability for matters within the control of the utility or pipelines, which include maintenance or operation of pipes, systems, service interruptions, loss or termination of service, deterioration of natural gas services or meter readings.

ARTICLE 12) NOTICES

Contract No.: 11-87-034.

All notices required pursuant to this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered, sent by overnight courier, or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Cook County Bureau of Administration
 118 North Clark Street Room 820
 Chicago, Illinois 60602
 Attention: Jerry Pray Senior Industrial Engineer

and

COOK COUNTY CHIEF PROCUREMENT OFFICER
118 North Clark Street. Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor: Integrays Energy Services, Inc.
 500 West Madison, Ste 3300
 Chicago, Illinois 60602
 Attention: Account Management

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally or by overnight courier are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 13) AUTHORITY

Execution of this Agreement by the Parties is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of such Party have been made with complete and full authority to commit such Party to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

_____ Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)

_____ Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)

✓ Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: PROMET ENERGY PARTNERS, LLC

Address: ONE EAST DELAWARE, SUITE 326, CHICAGO, IL 60611

E-mail: gwhite@PROMETENERGY.com

Contact Person: GREGORY WHITE Phone: 313-333-1884

Dollar Amount Participation: \$ 9,861,453

Percent Amount of Participation: _____ 35 %

*Letter of Intent attached? Yes ✓ No _____

*Letter of Certification attached? Yes ✓ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.**

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: COOK COUNTY NATURAL GAS SUPPLY & MANAGEMENT SERVICE CONTRACT RFP 11-87-034P
From: PROMET ENERGY PARTNERS, LLC (MBE/WBE Firm)

To: INTEGRYS ENERGY SERVICES - NATURAL GAS, LLC and the County of Cook (Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and /or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. **All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.**

Description of Service/Supply/Project	Fee/Cost
1. <u>NATURAL GAS SUPPLY - 4 yr term</u>	<u>\$ 9,861,453 35%</u>
2. _____	\$ _____ %
3. _____	\$ _____ %
4. _____	\$ _____ %
Total: <u>\$ 9,861,453 35%</u>	

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I GREGORY WHITE (print name)
the CHIEF EXECUTIVE OFFICER (title) and duly authorized representative
of the PROMET ENERGY PARTNERS, LLC (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 9,861,453 which represents the above indicated total percentage 35% for the contract amount \$ 28,175,581.

[Signature] (Signature of affiant) 10/19/11 (Date)

Subscribed and sworn to before me this 19th day of OCTOBER, 2011

Claudia M. Zelenka (Notary's Signature) _____ (Notary Seal)



COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

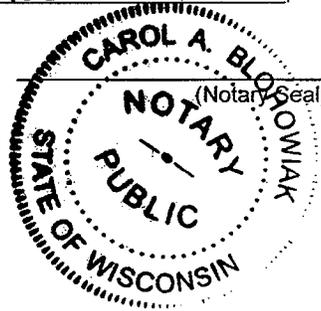
Upon penalty of perjury, DANIEL J VERBAJAC (print name),
the PRESIDENT (title) and duly authorized
representative of INTEGRYS ENERGY SERVICES-NATURAL GAS LLC (Bidder Proposer firm),
affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 9,861,453, which represents the
above indicated total percentage 35 % for the contract amount \$ 28,175,581.

Daniel VerbaJac
(Signature of affiant)

10.5.11
(Date)

Subscribed and sworn to before me this 5th day of October, 2011.

Carol Blohowiak
(Notary's Signature) Exp. 2-10-13



**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)**

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

Not Applicable

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract **(please explain)**

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation **(please explain)**

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid **(please explain)**

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms **(please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

NOT APPLICABLE

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- 4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- 5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq.*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
 - 2) Community Development Block Grants;
 - 3) President's Office of Employment Training;
 - 4) Sheriff's Work Alternative Program; and
 - 5) Department of Correction inmates.
-

REQUIRED DISCLOSURES
(SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name Address

NONE

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full-time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

- a) Is Bidder a "Local Business" as defined above?
Yes: _____ No:

The overwhelming majority of the workforce that provides the natural gas to Cook County, is employed within Cook County.

- b) If yes, list business address (es) within Cook County:

500 W Madison St, Suite 3300
Chicago, IL 60661

The 35% MBE natural gas supply is from a vendor that is a Cook County local business.

- c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege. All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS and complete the following, based upon the definitions and other information included in such Affidavit:

Applicant has no "Substantial Owner."

OR

The Cook County Affidavit of Child Support Obligations has been completed by all "Substantial Owners" and is attached to this EDS.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL
NUMBERS)

INDEX

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY AFFIDAVIT OF CHILD SUPPORT OBLIGATIONS

Effective July 1, 1998, every applicant for a County Privilege shall be in full compliance with any Child Support Order before such applicant is entitled to receive a County Privilege. When Delinquent Child Support Exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

"Applicant" means any person or business entity, including all Substantial Owners, seeking issuance of a County Privilege or renewal of an existing County Privilege from the County. This term shall not include any political subdivision of the federal or state government, including units of local government, and not-for-profit organizations.

"County Privilege" means any business license, including but not limited to liquor dealers' licenses, packaged goods licenses, tavern licenses, restaurant licenses, and gun licenses; real property license or lease; permit, including but not limited to building permits, zoning permits or approvals; environmental certificate; County HOME Loan, and contracts exceeding the value of \$10,000.00.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Applicants/Substantial Owners are required to complete this affidavit and comply with the Child Support Enforcement Ordinance before any privilege is granted. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

Privilege Information:

County Privilege: _____
 County Department: _____

Applicant Information:

Last name: _____ First Name: _____ MI: _____
 SS# (Last Four Digits): _____
 Street Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: (____) _____ - _____ Drivers License No: _____

Child Support Obligation Information:

The Undersigned applicant, being duly sworn on oath or affirmation hereby states that to the best of my knowledge (place an "X" next to "A", "B", "C", or "D").

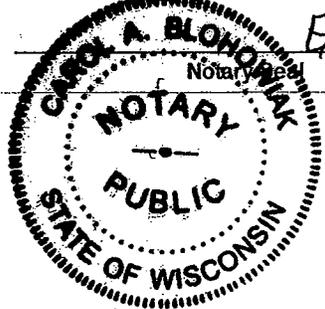
- _____ A. The Applicant has no judicially or administratively ordered child support obligations.
- _____ B. The Applicant has an outstanding judicially or administratively ordered obligation, but is paying in accordance with the terms of the order.
- _____ C. The Applicant is delinquent in paying judicially or administratively ordered child support obligations
- D. The Applicant is not a substantial owner as defined above.

The Undersigned applicant understands that failure to disclose any judicially or administratively ordered child support debt owed will be grounds for revoking the privilege.

Signature: _____ Date: 10/5/11

Subscribed and sworn to before me this 5th day of October, 2011

x Carol Blhowiah
 Notary Public Signature



Exp. 2-10-13

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the [] Applicant or [] Stock/Beneficial Interest Holder

This Statement is an: [] Original Statement or [] Amended Statement

Identifying Information:

Name INTEGRYS ENERGY SERVICES - NATURAL GAS, LLC D/B/A: N/A EIN NO.: 27-1158190

Street Address: 500 W MADISON ST, SUITE 3300

City: CHICAGO State: IL Zip Code: 60661

Phone No.: 312-681-1882

Form of Legal Entity:

[] Sole Proprietor [] Partnership [] Corporation [] Trustee of Land Trust

[] Business Trust [] Estate [] Association [] Joint Venture

[] Other (describe) LLC

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
INTEGRYS ENERGY GROUP, INC (ULTIMATE PARENT)	130 EAST Randolph DR CHICAGO, IL 60601	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [] No
only by ownership
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

RONALD E CARDWELL
 INTEGRYS ENERGY SERVICES - NATURAL GAS LLC
 Name of Authorized Applicant/Holder Representative (please print or type) VICE PRESIDENT

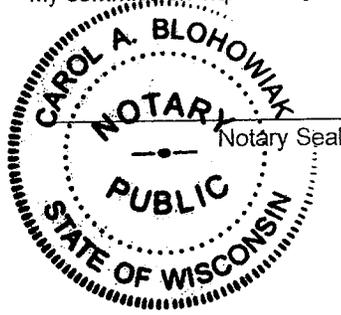
[Signature]
 Signature Date JANUARY 27, 2012

RECARDWELL@INTEGRYSENERGY.COM
 E-mail address Phone Number 920-617-6216

Subscribed to and sworn before me this 27th day of January 2012

My commission expires: 2-10-13

X [Signature]
 Notary Public Signature



N/A

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: INTEGRYS ENERGY SERVICES - NATURAL GAS - LLC
BUSINESS ADDRESS: 20 N WALKER DRIVE SUITE 2100
CHICAGO, IL 60606
BUSINESS TELEPHONE: 312-681-1884 FAX NUMBER: 312-681-1999
CONTACT PERSON: SCOTT SHEBOKECKI
FEIN: 27-1158190 *IL CORPORATE FILE NUMBER: —

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: DANIEL J VERBAWAC VICE-PRESIDENT: RONALD CARDWELL
SECRETARY: BARTH J WOLF TREASURER: WILLIAM GUL
**SIGNATURE OF VICE-PRESIDENT: [Signature]
ATTEST: [Signature] (CORPORATE SECRETARY)
BARTH J. WOLF

Subscribed and sworn to before me this
30th day of January, 2012
x [Signature]
Notary Public Signature

My commission expires: 01-18-2015
[Signature]
Notary Seal

- * If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.





IntegrYS Energy Services – Natural Gas, LLC
1716 Lawrence Drive
De Pere, WI 54115
www.integrYSenergy.com

To: Cook County

January 31, 2012

In response to the request for verification that Ronald Cardwell has the authority to sign and commit IntegrYS Energy Services – Natural Gas, LLC on the “Signature By A Corporation (Section B)”, page EDS-15a and the “Ownership Interest Declaration”, page EDS-10.

Attached is a Delegation of Authority from Daniel Verbanac, President to Richard Bissing, Senior Vice-President, since Daniel Verbanac is out of the United States from January 27 through February 6, 2012.

Also attached is a Delegation of Authority from Richard Bissing, Senior Vice-President, to Ronald Cardwell, Vice-President, since Richard Bissing was out of the office from January 27 through January 30, 2012.

Thus, Ronald Cardwell has been delegated the authority to act and sign by the Delegation of Authority documents that are attached.

Ronald Cardwell has the authority to commit IntegrYS Energy Services – Natural Gas, LLC to the Cook County Agreement.

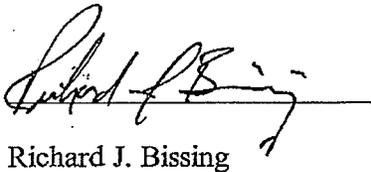
By Raymond Suennen
Governmental Contracts Compliance Coordinator



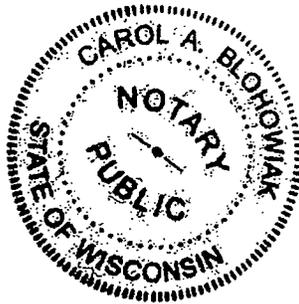
IntegrYS Energy Services – Natural Gas, LLC
1716 Lawrence Drive
De Pere, WI 54115
www.integrYSenergy.com

Date: January 26, 2012
From: Richard J. Bissing
Subject: Delegation of Authority

Inasmuch as I will be unavailable January 27, 2012 through January 30, 2012; I, Richard J. Bissing, in my capacity as Senior Vice President of IntegrYS Energy Services – Natural Gas, LLC and to the extent I am an officer of any of its affiliated companies, hereby delegate my authority to execute documents as set forth in the IntegrYS Energy Services, Inc. Signatory Policy and other applicable policies to each of Ronald Cardwell, Vice President of IntegrYS Energy Services – Natural Gas, LLC. Such authority is subject to the same restrictions that would apply to me. This Delegation shall expire upon my return to the De Pere, Wisconsin office. Any questions regarding the foregoing should be directed to the General Counsel of IntegrYS Energy Services, Inc.


Richard J. Bissing


Carol A. Blohowiak
Exp. 2-10-13





IntegrYS Energy Services, Inc.
1716 Lawrence Drive
De Pere, WI 54115
www.integrYSenergy.com

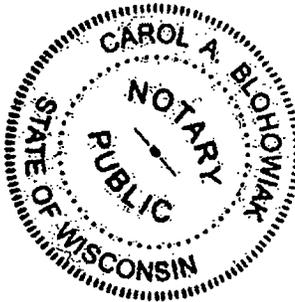
Date: January 25, 2012
From: Daniel J. Verbanac
Subject: Delegation of Authority

Inasmuch as I will be unavailable January 27, 2012 through February 6, 2012; I, Daniel J. Verbanac, in my capacity as President of IntegrYS Energy Services, Inc. and to the extent I am an officer of any of its affiliated companies, hereby delegate my authority to execute documents as set forth in the IntegrYS Energy Services, Inc. Signatory Policy and other applicable policies to each of Richard Bissing, Senior Vice President of IntegrYS Energy Services, Inc. Such authority is subject to the same restrictions that would apply to me. This Delegation shall expire upon my return to the De Pere, Wisconsin office. Any questions regarding the foregoing should be directed to the General Counsel of IntegrYS Energy Services, Inc.

Daniel J. Verbanac

Daniel J. Verbanac

Carol A. Blohowiak
Carol A. Blohowiak
Exp. 2-10-13



COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Joni Precourt

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Maria de Lourdes

COOK COUNTY CHIEF PROCUREMENT OFFICER

Tobias Reinhold

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF February, 2012.

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

11-88-034

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 28,000,000.00 D.U.R.
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

[Signature]

ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

FEB 01 2012

COM _____

EXHIBIT 1

SCOPE OF SERVICES

- Provide Natural Gas supply to meet the County's needs pursuant to one or more Transaction Confirmations.
- Provide primary firm non recallable gas supply, including storage withdrawal rights if applicable, to meet the County Gas needs.
- Make all arrangements as necessary on behalf of the County for delivery of 100 percent of the County's Natural Gas needs.
- Consult with the County before executing any energy decisions
- Nominate natural gas purchases
- All transactions shall be in writing and memorialized on fully executed Transaction Confirmations.
- Receive and pay all natural gas supplier and local distribution company invoices on behalf of the County. Issue a consolidated monthly, reconciled bill to the County incorporating distribution utility costs, gas commodity costs, service fees, and all applicable taxes itemized for each facility account. The Contractor shall invoice the County monthly based on actual usage, not on nominations.
- For certain County rate 3 and 4 accounts under People's Energy, Contractor must be capable of providing and managing accounts with LST, Rider TB, 30% CDBQ service, as part of supplier pool. For rate 2 accounts, Contractor must be capable of providing SST Rider Service, as part of a supplier pool at no more than 20 per cent standby.
- Sign all gas utility rate and tariff selections on behalf of the County only as expressly authorized by the County in writing.
- Indemnify the County for any imbalance penalties charged by the LDC to accounts identified herein.
- As County's agent on operational matters, Contractor represents that it owes the County a fiduciary duty in the performance of the management and agency services required pursuant to this Agreement.
- Contractor shall provide Natural Gas on an index, collar and/or fixed price basis.
- Contractor may provide County with alternative procurement strategies.

KEY PERSONNEL

Key Personnel are as follows:

Scott Slobodecki, Area Sales Manager

Patrick Livernios, Account Executive

Michael Smith, Account Manager

Mike Bottger, Retail Gas Trader

Kay Emme, Gas Invoicing Leader

Sidney Garber, Gas Billing Analyst

Cook County Account List Requiring Natural Gas Supply

Utility (LDC)	Account #	Address	City
Peoples Gas	4 5000 1694 3661	69 W. Washington St.	Chicago
NICOR	46-78-16-1000 4	15900 S. Cicero Av.	Oak Forest
Peoples Gas	5 5000 1426 8983	2323 S. Rockwell St.	Chicago
Peoples Gas	6 5000 1448 6650	2725 S. Sacramento Av.	Chicago
Peoples Gas	7 5000 2857 1729	750 S. Winchester Av. (heating)	Chicago
Peoples Gas	8 5000 0656 1337	1100 S. Hamilton Av.	Chicago
Peoples Gas	8 5000 0656 1342	1100 S. Hamilton Av. - Annex	Chicago
Peoples Gas	8 5000 0679 8410	2121 W. Harrison St.	Chicago
Peoples Gas	8 5000 1426 9066	2801 S. Rockwell St.	Chicago
Peoples Gas	8 5000 1433 4523	5416 W. Roosevelt Rd.	Chicago
Peoples Gas	8 5000 1448 6666	3045 S. Sacramento Av.	Chicago
Peoples Gas	8 5000 1913 8233	500 E. 51st St.	Chicago
Peoples Gas	8 5000 3555 3152	4545 W. Cermak Rd. - North	Chicago
Peoples Gas	8 5000 3555 3856	4545 W. Cermak Rd. - South	Chicago
Peoples Gas	8 5000 3555 4510	4545 W. Cermak Rd. - West	Chicago
Peoples Gas	8 5000 3776 0930	627 S. Wood St.	Chicago
Peoples Gas	9 5000 0680 9740	2020 W. Harrison St.	Chicago
Peoples Gas	9 5000 4246 4131	555 W. Harrison St.	Chicago

Contract No.: 11-87-034

EXHIBIT 2

Schedule of Pricing

All pricing for Natural Gas Services will be determined at the time of purchase and in accordance with the Transaction Confirmation. The County must agree to all pricing prior to confirming the purchase order. It is the intent of the County that all purchases will be made in the best interest of the County.

Contract No.: 11-87-0344

EXHIBIT 3

Evidence of Insurance

Contract No.: 11-87-034

EXHIBIT 4

Board Authorization

BUREAU OF ADMINISTRATION

CONTRACT

ITEM #15

APPROVED

Commissioner Silvestri voted "present".

Transmitting a Communication, dated January 12, 2012 from

ROBIN KELLY, Chief Administrative Officer, Bureau of Administration

requesting authorization for the Chief Procurement Officer to enter into and execute Contract No. 11-87-034 with Integrys Energy Services, DePere, Wisconsin, for the purchase and delivery of natural gas for the County's heating and cooling needs for four (4) years.

Reason: Request for Proposals (RFPs) were issued on September 22, 2011 resulting in the submission of two responses. Evaluation of proposals was based upon pricing (margin cost above the index cost of natural gas), financial stability and credit rating, experience and knowledge, ability to provide a consolidated bill, and MBE/WBE participation.

Integrys Energy Services has been selected through the Request for Proposals evaluation process administered through the Chief Procurement Officer.

The County currently uses an average of 13,980,000 therms annually with a total estimated annual cost of \$8.5 million which includes the commodity, transportation, pooling, and administrative costs.

With approval of the service agreement herein, respectfully request that the Chief Administrative Officer, or designee, be authorized to execute, on behalf of the County of Cook, all documents necessary to implement and administer the service agreement.

All natural gas costs will be charged against the annual appropriation for the utility gas funds for each using department (499-422, 500-422, 564-422, 891-422, 894-422, 897-422 and 898-422 Accounts). Contract period: May 1, 2012 through April 30, 2016. All costs will be charged against the annual appropriation for the utility electricity funds for each using department.

Approval of this item would commit Fiscal Years 2012, 2013, 2014, 2015, and 2016 funds.

The Purchasing Agent concurs.

Vendor has met the Minority and Women Business Enterprise Ordinance.