

PROFESSIONAL SERVICES AGREEMENT
Contract No. 1328-13107

For Guaranteed Energy and Emission Savings
Investment Grade Audit for
Package 1 - Corporate Buildings and Provident Hospital

BETWEEN



COOK COUNTY GOVERNMENT
Office of Capital Planning and Policy

AND

Noresco, LLC

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 18 2014

COM. _____

This Investment Grade Audit Agreement is entered into on July 1, 2014, by and between Cook County ("County") and Noresco, LLC ("Noresco"). The County and Noresco are referred to herein as the "Parties".

Whereas, the County has issued a Request For Proposals (RFP) to identify a Qualified Provider for a guaranteed energy and emission savings contract;

Whereas, Noresco submitted a response to the RFP and participated in a competitive evaluation procedure designed to identify a Qualified Provider;

Whereas, the County has selected Noresco as a Qualified Provider;

Whereas, the County is responsible for the operation, management and maintenance of Cook County Facilities (the "Facility");

Whereas, a comprehensive energy use and savings analysis (the "Energy Audit") must be performed at the Facility in order to determine the feasibility of entering into an Energy Performance Contracting Project to provide for the installation and implementation of energy conservation measures (ECMs) at the Facility;

Whereas, if the ECMs are demonstrated to be feasible, and if the amount of energy savings can be reasonably ascertained and guaranteed in an amount sufficient to cover all costs associated with an energy performance contracting project at the Facility, the Parties intend to negotiate an Energy Services Agreement (ESA) under which Noresco shall design, procure, implement, provide training, maintain and monitor such energy conservation measures at the Facility;

Therefore, the Parties agree as follows:

ARTICLE 1: SCOPE OF ENERGY AUDIT

Noresco will perform the Energy Audit and prepare a detailed engineering and economic report (the "Report") which specifically identifies the energy improvements and operational changes which are recommended to be installed or implemented at the Facility. The Report shall contain detailed projections of energy and cost savings to be obtained at the Facility as a result of the installation of the recommended energy conservation measures (ECMs). The savings calculations must utilize assumptions, projections and baselines which best represent the true value of future energy or operational savings for the Facility, including accurate marginal cost for each unit of savings at the time the audit is performed; documented material and labor costs actually avoided; adjustments to the baseline to reflect current conditions at the Facility, compared to the historic base period; calculations which account for the interactive effects of the recommended ECMs; etc. The Report shall clearly describe how utility tariffs were used to calculate savings for all ECMs. The Report shall describe the Noresco's plan for installing or implementing the measures in the Facility, including all anticipated costs associated with such installation and implementation. The primary purpose of the Report is to provide an engineering and economic basis for negotiating an ESA between the County and Noresco; however, the County shall be under no obligation to negotiate such a contract.

The Noresco shall perform the following tasks in performing the Energy Audit and preparing the Report:

A. Collect General Facility Information

Noresco shall collect general Facility information such as: size, age, construction type, condition and general use of the Facility. Noresco shall also collect and summarize Facility utility cost and consumption data for the most recent 36-month period. Noresco shall evaluate the impact on

utility cost and consumption for any energy measures currently being installed or currently contemplated to be installed by the County in the Facility which will remain separate from the Energy Services Agreement throughout the duration of the ESA.

County shall furnish (or cause its energy suppliers to furnish) all available records and data concerning energy and water usage for the Facility for the most current 36 month period, if available, including: Utility records; occupancy information; descriptions of any changes in the structure of the Facility or its heating, cooling, lighting or other systems or energy requirements; descriptions of all major energy and water consuming or energy and water saving equipment used in the Facility; and, description of energy management procedures presently utilized. The Facility shall also furnish a record of any energy related improvements or modifications that have been installed during the past three years, or are currently being installed or are currently contemplated to be installed by the County in the Facility separate from the Energy Service Agreement throughout the duration of that agreement. The County shall also provide copies of drawings, equipment logs and maintenance work orders to Noresco insofar as this information is readily available.

B. Inventory Existing Systems and Equipment

Noresco shall compile an inventory based on a physical inspection of the major electrical and mechanical systems at the Facility, including:

- Cooling systems and related equipment
- Heating and heat distribution systems
- Automatic temperature control systems and equipment
- Air distribution systems and equipment
- Outdoor ventilation systems and equipment
- Kitchen and associated dining room equipment, if applicable
- Exhaust systems and equipment
- Hot water systems
- Electric motors 5 HP and above, transmission and drive systems
- Interior and exterior lighting
- Laundry equipment, if applicable
- Water consumption end uses, such as restroom fixtures, water fountains, irrigation, etc.
- Other major energy using systems, if applicable

The inventory shall address the following considerations:

1. The loads, proper sizing, efficiencies or hours of operation for each system; (Where measurement costs, facility operating or climatic conditions necessitate, engineering estimates may be used, but for large fluctuating loads with high potential savings, appropriate measurements are required unless waived by the County).
2. Current operating condition for each system;
3. Remaining useful life of each system;
4. Feasible replacement systems
5. Hazardous materials and other environmental concerns

Noresco shall use data loggers and conduct interviews with Facility operation and maintenance staff regarding the Facility's systems operation, occupancy patterns and problems with comfort levels or equipment reliability.

C. Establish Base Year Consumption and Reconcile with End Use Consumption Estimates

Noresco shall examine the most recent 36 months of utility bills and establish Base Year consumption for electricity, fossil fuels and water by averaging; or selecting the most representative contiguous 12 months. Noresco shall consult with Facility staff and account for any unusual or anomalous utility bills which may skew Base Year consumption from a reasonable representation.

Noresco shall estimate loading, usage and/or hours of operation for all major end uses representing more than 5% in aggregate of total Facility consumption including, but not limited to:

- Water
- Lighting
- Heating
- Cooling
- HVAC motors (fans and pumps)
- Plug load
- Kitchen equipment
- Other equipment
- Miscellaneous

Where loading and/or usage are highly uncertain Noresco shall employ spot measurement and/or short term monitoring at its discretion, or at the request of the County. Reasonable applications of measurement typically include variable loads that are likely candidates for conservation measures, such as cooling equipment. The annual end use estimated consumption shall be reconciled with the annual Base Year consumption to within 5% for electricity (kWh), fossil fuels and water. The contribution to electric peak demand for each end use shall also be reconciled to within 5% of the annual Base Year peak. The "miscellaneous" category shall not be more than 5%. The purpose of this is to place reasonable limits on potential savings.

D. Develop List of Potential Energy Conservation Measures (ECMs)

1. Identify and propose potential ECMs for installation or implementation at the facility, including water conservation measures;¹
2. Estimate the cost, savings and life expectancy of each proposed ECM;
3. Specify Facility operations and maintenance procedures which will be affected by the installation/implementation of the proposed ECMs;
4. Provide analysis methodology, supporting calculations and assumptions used to estimate savings. Manual calculations should disclose essential data, assumptions, formulas, etc. so that a reviewer could replicate the calculations based on the data provided
5. For savings estimates using computer simulations, Noresco shall provide access to the program and all inputs and assumptions used, if requested by the County.
6. Provide a preliminary savings measurement and verification plan for each proposed ECM
7. Provide a preliminary commissioning plan for the proposed ECMs

¹ECMs that the County is particularly interested in are specified in Attachment C, and should be addressed in the Report. The attached list is **not** intended to be exhaustive nor limit the Company's evaluation and development of a comprehensive list of potential ECMs.

8. Provide detailed calculations for any rate savings proposals
9. Provide detailed supporting calculations for any proposed maintenance savings
10. Estimate any environmental costs or benefits of the proposed ECMs (e.g. disposal costs, avoided emissions, water conservation, etc.)

This list shall be compiled and submitted to the County within 150 days of the execution of this Investment Grade Audit Agreement.

E. Select Final Recommended ECMs

Noresco shall, in consultation with the County, recommend specific ECMs from its preliminary compilation for installation and implementation at the Facility.

F. Cost and Fee Estimates

Noresco shall provide detailed estimates of costs associated with the installation, implementation and commissioning of each of the ECMs proposed in the Audit including breakouts for labor, materials, and equipment. In addition, project cost data must be provided in the format included in attachment F ESCO Cost Proposal and Cash Flow Analysis.

Noresco shall also provide estimates of monthly costs associated with sustaining the project performance including breakouts for maintenance fees, monitoring fees, and training fees.

G. Savings Estimates

The County has endeavored to provide Noresco with sufficient general and specific guidance in this Article 1 to develop the savings estimates for the Report. In the event that questions arise as to the calculation of savings or whether certain items will be allowed as savings, the Noresco should seek written guidance from the County. The County reserves the right to reject items claimed as savings which are not in the County's utility budget line or which have been claimed contrary to the guidance given in this agreement or contrary to written guidance given to Noresco. The County also reserves the right to reject Noresco calculations of savings when it determines that there is another more suitable or preferable means of determining or calculating such savings.

For the purposes completing the Cash Flow Analysis in Attachment F, the following items will be allowed as savings or in the development of savings:

- Escalation rates of 2% for natural gas²
- Escalation rates of 2% for electricity
- Escalation rates of 1% for oil
- Escalation rates of 1% for steam
- Escalation rates of 2% for water
- Escalation rates of 2% for other fuel type (specify)
- Escalation rates of 2.5% for operation and maintenance cost savings
- Escalation rates of 2% for material/commodity cost savings
- Escalation rates of 2% for allowable labor savings

The following items will not typically be credited as savings derived from a proposed ECM. Noresco may seek exemptions from the County on a case-by-case basis. However, the final determination of allowable savings in each case considered shall reside with the County:

- County in-house labor cost
- County deferred maintenance cost
- Offset of future County capital cost

H. Report Format

The Report shall, at a minimum, include the following:

1. An executive summary which describes the facility, measures evaluated, analysis methodology, results and a summary table presenting the cost and savings estimates for each measure and for the project as a whole.
2. A discussion of measures not evaluated in detail and the explanation of why a detailed analysis was not performed.
3. A summary of all utility bills, Base Year consumption and how it was established, and end use reconciliation with respect to the Base Year including a discussion of any unusual characteristics and findings.
4. Detailed descriptions for each ECM including analysis method, supporting calculations (may be submitted in appendices), results, proposed equipment and implementation issues.
5. A discussion of the conclusions, observations and caveats regarding cost and savings estimates.
6. Thorough appendices which document the data relied upon to prepare the analysis and how that data was collected.

The Report shall be completed within 150 days of the date of execution of this Energy Audit Agreement. The cost for the completed Energy Audit and Report will be \$300,000 if the County proceed to implementation. If the County decides not to implement the IGA, the fee to Noresco for the Energy Audit and Report is \$125,000.00 (See Attachment D).

² It should be noted that the base rate value for each fuel and water unit will not devalue in the event of any rate decrease. The County reserves the right to impose ceiling rates for fuel escalations.

ARTICLE 2: ENERGY SERVICES AGREEMENT (ESA)

The Parties intend to negotiate an ESA under which Noresco shall design, install and implement energy conservation measures which the Parties have agreed to and provide certain training, maintenance and monitoring services. However, nothing in this Agreement should be construed as an obligation on any of the Parties to execute such an ESA. The terms and provisions of such an ESA shall be set forth in a separate agreement.

ARTICLE 3: PAYMENT

Payment to Noresco for services performed in connection with the Energy Audit Agreement shall be made by County only in accordance with the provisions of Article 4 herein.

ARTICLE 4: TERMINATION

A. By Contractor:

Noresco may terminate this Agreement prior to the completion of the Energy Audit and Report or subsequent to the scheduled completion of the Energy Audit and Report if:

- (i) it determines that it cannot guarantee a minimum 20% savings in energy costs through the implementation of an energy performance contracting project at the Facility; or
- (ii) it determines that even though it can guarantee a 20% savings in energy costs, that amount would be insufficient to cover the costs associated with performing the Audit, installing energy conservation measures and related training, maintenance and monitoring services.

In the event Noresco terminates the Agreement pursuant to Section 4 A (i) or (ii) the County shall not be obligated to pay any amount to Noresco for services performed or expenses incurred by Noresco in performing the Energy Audit and Report required under this Agreement. Noresco shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Noresco will return any documents or information that was provided by the County.

Termination under this section shall be effective upon County's receipt of written notification from the Noresco stating the reason for the termination and all documents which support termination pursuant to 4 A (i) or 4 A (ii) herein.

B. By County:

County may terminate this Agreement:

- (i) If Noresco fails to complete the Energy Audit and deliver the Report to the County by the date established in Article 1 H. above; or fails to obtain a written extension of that date from the County. Termination under this subsection B (i) shall be effective upon Noresco's receipt of written notification from the County that the deadline for submission of the Energy Audit and Report has past. In this event, the County shall not be obligated to pay any amount to Noresco for services performed or expenses incurred by the Noresco in performing the Energy Audit and preparing the Report required under this Agreement. Noresco shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Noresco will return any documents or information that was provided by the County.

- (ii) If, prior or subsequent to the completion of the Energy Audit or Report, the Noresco notifies the County in writing that it is unable to guarantee a sufficient level of savings pursuant to subsection 4 A (i) or (ii) above. Termination under this subsection B (ii) shall be effective upon Noresco's receipt of written notification of termination from the County. In this event, the County shall not be obligated to pay any amount to Noresco for services performed or expenses incurred by Noresco in performing the Energy Audit and preparation of the Report required under this Agreement. Noresco shall provide the Facility with any Audit documents (preliminary notes, reports or analysis) which have been produced or prepared prior to the effective date of the termination. Noresco will return any documents or information that was provided by the County.
- (iii) If, prior or subsequent to the completion of the Energy Audit or Report, the County notifies the Noresco in writing that it has elected to terminate this Agreement and not enter into an ESA, the County shall reimburse the Noresco for either the actual expenses incurred or percent of the Audit and Report completed as of the effective date of the termination, the amount being determined as fair and equitable by the County. Termination under this subsection B (iii) shall be effective upon Noresco's receipt of written notification from the County.

Noresco agrees to provide the County with any records of expenses incurred and any preliminary notes, reports or analyses which have been produced or prepared prior to the effective date of the termination. Such documentation shall be used by the County to determine the extent of work completed by Noresco prior to termination and shall become the property of the County.

If after completion and acceptance of the Energy Audit, the County does not enter into an ESA with Noresco within 60 days after written acceptance of the Energy Audit, the County agrees to reimburse Noresco for the cost of the Energy Audit as detailed herein. Termination under this subsection B (iii) shall be effective upon Noresco's receipt of written notification from the County. The Energy Audit and Report will become the property of the County.

It is clearly understood by both parties hereto that, if the Parties successfully negotiate and execute an Energy Services Agreement, no payment shall be due for the Energy Audit or Report under the terms of this Agreement. This Agreement shall automatically terminate upon the execution of an ESA by Noresco and the County for an energy performance contracting project at the Facility. It is further understood that provisions for payment for the Energy Audit shall be incorporated into the ESA.

ARTICLE 5: STANDARD TERMS AND CONDITIONS

SECTION 1. Agreement Term

The Agreement term shall commence on July 1 2014 and end on December 31, 2014, unless earlier terminated pursuant to the provisions of Article 4 hereof. Notwithstanding, Noresco shall adhere to the deadlines set forth in Article 1 regarding the completion and submittal of the list of ECMs and the Report.

SECTION 2. Materials, Equipment and Supplies

Noresco shall provide or cause to be provided all facilities, materials, equipment and supplies necessary to perform the Energy Audit and prepare the Report.

SECTION 3. Patent and Copyright Responsibility

Noresco agrees that any material or design specified by Noresco or supplied by Noresco pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Noresco shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Noresco in the performance of the Energy Audit and preparation of the Report.

SECTION 4. County Access to Records

The County shall have the right, throughout the term of this Agreement and for a minimum of 3 years following completion of the Agreement, to inspect, audit and obtain copies of all books, records and supporting documents which Noresco is required to maintain according to the terms of this Agreement.

SECTION 5. Personnel

All personnel necessary for the effective performance of the Energy Audit shall be employed by Noresco and its designated subcontractors, shall be qualified to perform the services required under this Agreement, and shall in all respects be subject to the rules and regulations of Noresco governing staff members and employees. Neither Noresco, its designated subcontractors, nor its personnel shall be considered to be agents or employees of the County.

SECTION 6. Compliance with Applicable Law

In performance of its obligations pursuant to this Agreement, Noresco shall comply with all applicable provisions of federal, state and local law. All limits or standards set forth in this Agreement to be observed in the performance required under this Agreement are minimum requirements, and shall not affect the application of more restrictive federal, state or local standards applied to the performance of the Agreement.

SECTION 7. Waivers

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

SECTION 8. Assignment

This Agreement may not be assigned by Noresco without the prior written consent of the County.

SECTION 9. Federal Taxpayer Identification Number and Legal Status Disclosure

Under penalty of perjury, Noresco certifies that 90-0453168 is Noresco's correct Federal Taxpayer Identification Number and that the Noresco is doing business as a Limited Liability Company.

SECTION 10. Governing Law

This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois.

SECTION 11. Agreement

The following documents are incorporated in, and made a part of, this Agreement:

Attachment A - Supplemental Provisions

Attachment B - Key Personnel

Attachment C - Facility's Recommended ECMs

Attachment D - ESCO IGA Cost Proposal and Project Cash Flow Analysis

Attachment E - Insurance

Attachment F - Blank Cost Proposal Energy Performance Contract and ESCO's Annual Project Cash Flow Analysis Energy Performance Contracting Project.

SECTION 12. Project Management/Notice

All notices required pursuant to this Contract 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 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.

For County:

Cook County
Office of the Capital Planning and Policy
69 W. Washington, Floor 30th
Chicago, Illinois 60602
Attention: Energy Manager

Cook County
Office of the Chief Procurement Officer
118 N. Clark Street, Room 1018
Chicago, Illinois 60602
Attention: Chief Procurement Officer

For Noresco:

Bob Smith
Regional General Manager, Midwest
2800 South River Road, Suite 400
Des Plaines, Illinois 60018

David G. Mannherz,
Executive Vice President & CFO
One Research Drive, Suite 400C
Westborough, MA 01581

SECTION 13. Amendments

This Agreement and Attachments referenced in Section 11 herein constitute the entire Agreement between the Parties. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

ARTICLE 6: EDS and Signature Page

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 - 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

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 Indirect Participation of MBE/WBE Firms

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. 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 that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: SPAAN Tech Inc.

Address: 311 S. Wacker Drive Suite 2400 Chicago, IL 60606

E-mail: smita@spaantech.com

Contact Person: Smita Shah PE Phone: (312) 277-8800

Dollar Amount Participation: \$100,000.

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.

***Additionally, 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 five (5) business days after the reverse auction event date.**

Revised: 4/15/11

Cook County Government Letter of Intent

M/WBE Firm: SPAAN Tech Inc. Certifying Agency: City of Chicago

Address: 311 S. Wacker Drive Suite 2400 Certification Expiration Date: February 1, 2017

City/State: Chicago, IL Zip: 60606 FEIN #: 36-4245016

Phone: 312-277-8800 Fax: 312 277-8808 Contact Person: Smita Shah P.E.

Email: smita@spaantech.com Contract #: Cook County GEES Provident Package

Participation: [x] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[x] No [] Yes - Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Engineering assistance during the Investment Grade Audit Phase for Dunn, Provident and County Buildings

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services

\$100,000*

Payment terms are net 45 days

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

*Contract price will adjust as scope of work is adjusted.

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.

Signature (M/WBE)

Michi E. Peña, Esq., LEED AP

Print Name

SPAAN Tech Inc.

Firm Name

March 11, 2014

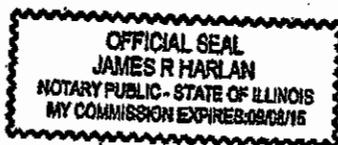
Date

Subscribed and sworn before me

this 11th day of March, 2014

Notary Public

SEAL



Revised 01/06/2011

Signature (Prime Bidder/Proposer)

David G. Mannherz Executive Vice President

Print Name

NORESCO, LLC

Firm Name

3/12/14

Date

Subscribed and sworn before me

this 12th day of March, 2014

Notary Public

KIERSTEN JESTER Notary Public



Commonwealth of Massachusetts My Commission Expires April 7, 2017



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

sshah@spaantech.com

January 30, 2014

Ms. Smita N. Shah
SPAAN Tech, Inc.
311 S. Wacker Dr. - Suite 2400
Chicago, IL 60606

Dear Ms. Shah:

This letter is to inform you that the City of Chicago has extended your status as a **Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) until April 30, 2014**. We are providing this extension to allow enough time to provide any additional documentation that your application may be missing and for our office to complete our review of all of the submitted documents.

This extension does not guarantee eligibility in the program but will act as a courtesy extension until we receive all of the required documentation and complete a review of that documentation.

Please present this letter as evidence of your certification to be included with bid document submittals as needed.

If you have any questions, please feel free to call our office at 312-744-1929.

Sincerely,

George Coleman, Jr.
Deputy Procurement Officer

GC/sl



DEPARTMENT OF PROCUREMENT SERVICES
CITY OF CHICAGO

FEB 1 1 2013

Ms. Smita N. Shah
SPAAN Tech, Inc.
311 S. Wacker Dr. - Suite 2400
Chicago, IL 60606

Annual Certificate Expires: February 1, 2014

Dear Smita N. Shah:

Congratulations on your continued eligibility for certification as a Minority Business Enterprise (MBE) and as a Women-Owned Business Enterprise (WBE) by the City of Chicago. This certification is valid until February 1, 2017.

As you know, your firm must also be re-validated annually. Please remember, you have an affirmative duty to file your No-Change Affidavit **60 days prior to the date of expiration**. As such, your firm's next No Change Affidavit is due by **December 1, 2013**

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a MBE/WBE if you fail to:

- o file your No Change Affidavit within the required time period;
- o provide financial or other records requested pursuant to an audit within the required time period; or
- o notify the City of any changes affecting your firm's certification within 10 days of such change.
- o re-certify with the city within prescribed time frame.

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment.

And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

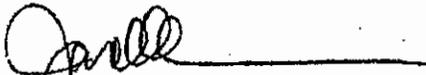
Your firm is listed in the City's Directory of Minority Business Enterprises (MBE) and Women-Owned Business Enterprise (WBE) in the specialty area(s) of:

NAICS 236220	Construction management, commercial and institutional building
NAICS 236220	Project Management
NAICS 541330	Electrical engineering services
NAICS 541330	Engineering consulting services
NAICS 541330	Engineering services
NAICS 541350	Inspection services, building or home
NAICS 541512	CAD (computer-aided design) systems integration design services
NAICS 541512	Computer hardware consulting services or consultants
NAICS 541512	Computer software consulting services or consultants
NAICS 541513	Facilities (i.e., clients' facilities) management and operation services, computer systems or data processing

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) goals will be given only for work done in a specialty category.

Thank you for your continued participation in the Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JR/jd

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 Indirect Participation of MBE/WBE Firms

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. 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 that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: All Tech Energy, Inc.

Address: 1000E. State Parkway, Suite C, Schaumburg, IL 60173

E-mail: kesposito@alltechenergy.com

Contact Person: Kathy Esposito Phone: 847-882-0500 Ext. 111

Dollar Amount Participation: \$30,000.

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.

***Additionally, 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 five (5) business days after the reverse auction event date.**

Revised: 4/15/11

Cook County Government Letter of Intent

M/WBE Firm: All Tech Energy, Inc. Certifying Agency: Cook County
Address: 1000E. State Parkway, Suite C Certification Expiration Date:
City/State: Schaumburg, IL Zip: 60173 FEIN #: 36-3933029
Phone (847) 882-0500 #111 Fax: (847) 882-0800 Contact Person: Kathy Espino
Email: kespino@alltechenergy.com Contract #: Cook County ORES Provident Package

Participation: [x] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[x] No [] Yes - Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Lighting audit and design support during NORESCO IGA of County, Dunn and Provident Hospital Buildings

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services
\$80,000*

Payment terms, with 15 days of County payment to NORESCO

(If more space is needed to fully describe the M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

*Contract price will adjust as scope of work is adjusted

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.

Signature (M/WBE)
Kathy Espino
MATHY ESPINO
Print Name

Signature (Prime Bidder/Proposer)
David P. Wannerz
Executive Vice President
Print Name

Firm Name
ALL TECH ENERGY, INC

Firm Name
NORESCO, LLC

Date
3-11-14

Date
3/12/14

Subscribed and sworn before me

this 11th day of March, 2014

Notary Public Anna Misztal

Subscribed and sworn before me

this 12th day of March, 2014

Notary Public Kiersten P. Jester



Revised 01/06/2011



KIERSTEN P. JESTER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 7, 2017



DEPARTMENT OF PROCUREMENT SERVICES

MAY 20 2013

CITY OF CHICAGO

Kathleen Esposito
All Tech Energy, Inc.
1000 State Parkway, Suite C
Schaumburg, IL 60173

Annual Certificate Expires: May 1, 2014

Dear Ms. Esposito:

We are pleased to inform you that All Tech Energy, Inc. has been re-certified as a Woman Business Enterprise (WBE) by the City of Chicago. This WBE certification is valid until May 1, 2018; however your firms' certification must be re-validated annually.

As a condition of continued certification during this five year period, you must file an annual No-Change Affidavit. Your firm's **No Change Affidavit is due by May 1, 2014**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Therefore, you must file your **No-Change Affidavit by March 1, 2014**.

It is important to note that you also have an ongoing affirmative duty to notify the City of Chicago of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within **10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, and/or gross receipts that exceed the program threshold.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a Woman Business Enterprise (WBE) if you fail to:

- file your No Change Affidavit within the required time period;
- provide financial or other records requested pursuant to an audit within the required time period; or
- notify the City of any changes affecting your firm's certification within 10 days of such change.

MAY 20 2013

Further, if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. And in addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the city by falsely representing that the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000.00 and not more than \$10,000, or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

NAICS Code – 238210 - Electrical contractors

NAICS Code – 541690 - Energy consulting services

Your firm's participation on City contracts will be credited only toward Woman owned Business Enterprise (WBE) goals in your area(s) of specialty. While your participation on City contracts is not limited to your specialty, credit toward goals will be given only for work done in the specialty category.

Thank you for your continued interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee
Chief Procurement Officer

JLR/viw

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** **Indirect Participation of MBE/WBE Firms**

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. 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 that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Shelton Solutions

Address: 7643 South Indiana, Chicago, IL 60619

E-mail: kelly@shelton-solutions.com

Contact Person: Kelly Shelton Phone: 773-209-8868

Dollar Amount Participation: \$15,000.

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.

***Additionally, 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 five (5) business days after the reverse auction event date.**

Revised: 4/15/11

Cook County Government Letter of Intent

M/WBE Firm: Shelton Solutions, Inc.

Certifying Agency: City of Chicago

Address: 7643 South Indiana

Certification Expiration Date: 09/16/2014

City/State: Chicago, IL Zip: 60619

FEIN #: 20-5340773

Phone 773-209-6868 Fax: 312-577-0831

Contact Person: Kelly Shelton

Email: kelly@shelton-solutions.com

Contract #: Cook County GBES Provident Package

Participation: [x] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

[x] No [] Yes - Please attach explanation. Proposed Subcontractor:

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/Contract:

Consulting services during Investment Grade Audit for greening and rebate strategy**

Indicate the Dollar Amount, or Percentage, and the Terms of Payment for the above-described Commodities/Services

\$15,000 *

Payment terms net 45 days

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

*Contract price will adjust as scope of work is adjusted

**Scope of work may be adjusted based on final GESA scope of work.

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 Services/ Supply and Fee/Cost were completed.

Signature (M/WBE) Kelly Shelton

Signature (Prime Bidder/Proposer) David G. Mannherz

Print Name Kelly Shelton

Print Name David G. Mannherz

Firm Name Shelton Solutions, Inc.

Firm Name NORESO, LLC

Date March 11, 2014

Date 3/12/14

Subscribed and sworn before me

Subscribed and sworn before me

this 11 day of March, 2014

this 12th day of March, 2014

Notary Public Lucille R. Latko

Notary Public Kiersten P. Jester

SEAL

KIERSTEN P. JESTER Notary Public



Revised 01/06/2011



Commonwealth of Massachusetts My Commission Expires April 7, 2017



OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

TONI PRECKWINKLE

PRESIDENT
Cook County Board
of Commissioners

EARLEAN COLLINS
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

EDWIN REYES
8th District

PETER N. SILVESTRI
9th District

BRIDGEY GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

ELIZABETH ANN DODDY GORMAN
17th District

September 16, 2013

Ms. Kelly Shelton
Shelton Solutions, Inc.
7643 South Indiana
Chicago, IL 80619

Annual Certification Expires: September 16, 2014

Dear Ms. Shelton,

Congratulations on your continued eligibility for Certification as a MBE/WBE by Cook County Government. This MBE/WBE Certification is valid until **September 16, 2014**.

As a condition of continued Certification, you must file a **"No Change Affidavit"** within **sixty (60) business days** prior to the date of expiration. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any changes in ownership or control or any other matters or facts affecting your firm's eligibility for Certification.

Cook County Government may commence action to remove your firm as a MBE/WBE vendor if you fail to notify us of any changes of facts affecting your firm's Certification, or if your firm otherwise fails to cooperate with the County in any inquiry or investigation. Removal of your status may also be commenced if your firm is found to be involved in bidding or contractual irregularities.

Your firm's name will be listed in Cook County's Directory of Minority Business Enterprise, Women Business Enterprise and/or Veteran Business Enterprise in the areas of specialty:

**Professional Services: Energy Management; Sustainability (Green) Strategies;
Information Technology and Project Management**

Your firm's participation on Cook County contracts will be credited toward MBE/WBE goals in your areas of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward MBE/WBE goals will be given only for work done in the specialty category.

Thank you for your continued interest in Cook County Government's Minority, Women and Veteran Business Enterprise Programs.

Sincerely,

Jacqueline Gomez
Contract Compliance Director

JG/pgb

2015

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

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

- (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) Used 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 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 85-1380.

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) Cook County Works Department;
- 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

All-Circo, Inc. 670 North Clark Street, 4th floor Chicago, IL 60654

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: X*

b) If yes, list business addresses within Cook County:

*Bidder does have a bona fide establishment for conducting business at:

2800 South River Road, Suite 400

Des Plaines, IL 60018

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes: _____ No: X

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-388))

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 (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

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 INDEX NUMBERS)

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:

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 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 NORESCO, LLC D/B/A: NORESCO EIN NO.: 90-0453168

Street Address: One Research Drive, Suite 400C

City: Westborough State: MA Zip Code: 01581

Phone No.: (508) 614-1020

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) Limited Liability Company

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
Carrier Corporation	1 Carrier Place, Farmington, CT 06032	100%*

* NORESKO, LLC is a wholly-owned indirect subsidiary of Carrier Corporation (Carrier), which is a wholly-owned subsidiary of United Technologies Corporation (NYSE: UTX). Carrier's interest in NORESKO LLC is held through two intermediary entities: NORESKO Acquisition, Inc. and NORESKO Holdings, LLC.

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.

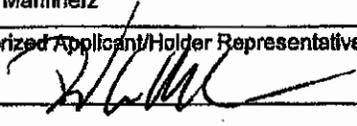
Name of Agent/Nominee	Name of Principal	Principal's Address

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 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
See answer to Question 1			

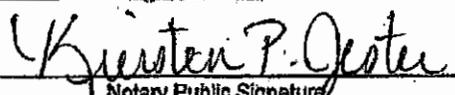
Declaration (check the applicable box):

- 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.

David G. Mannherz
 Name of Authorized Applicant/Holder Representative (please print or type)

 Signature
 dmannerz@noresko.com
 E-mail address

Executive Vice President & CFO
 Title
 3/11/2014
 Date
 (508) 614-1020
 Phone Number

Subscribed to and sworn before me
 this 11th day of March, 2014

x 
 Notary Public Signature

My commission expires:
 **KIERSTEN P. JESTER**
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 April 7, 2017
 Notary Seal

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 et seq.) requires that any Applicant for 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: Carrier Corporation D/B/A: _____ EIN NO.: 06-0991718

Street Address: One Carrier Place

City: Farmington State: CT Zip Code: 06032

Phone No.: 860-874-3000

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

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
United Technologies Corporation	United Technologies Building, Hartford, CT 06101	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

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 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

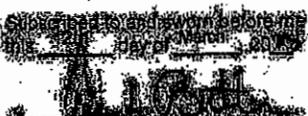
Declaration (check the applicable box):

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.


 Name of Authorized Applicant/Holder Representative (please print or type)
 Patricia A. Rao
 E-mail address: patricia.rao@uniteduto.com

Assistant Secretary
 Title
 March 12, 2014
 Date
 315-432-7407
 Phone Number


 Notary Public Signature

My commission expires
 Notary Public, State of New York
 Qualified in Madison County, New York
 My Commission Expires
 Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304. *Note:* A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at: http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"*Calendar year*" means January 1 to December 31 of each year.

"*Doing business*" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"*Familial relationship*" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"*Person*" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: David G. Mannherz Title: Executive Vice President and CFO

Business Entity Name: NORESKO, LLC Phone: (508) 614-1020

Business Entity Address: dmannherz@noresko.com

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

X There is *no* familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

[Signature] 3/11/2014
 Owner/Employee's Signature Date

Subscribe and sworn before me this 11th Day of March, 2014

a Notary Public in and for Worcester County

[Signature]
 (Signature)



KIERSTEN P. JESTER
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 April 7, 2017

NOTARY PUBLIC
 SEAL

My Commission expires _____

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
 69 West Washington Street,
 Suite 3040
 Chicago, Illinois 60602

SIGNATURE BY A LIMITED LIABILITY 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 Procurement Director 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: NORESCO, LLC

BUSINESS ADDRESS: One Research Drive, Suite 400C, Westborough, MA 01581

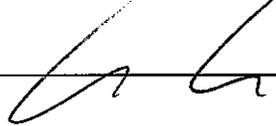
BUSINESS TELEPHONE: (508) 614-1000 FAX NUMBER: (508) 836-9988

CONTACT PERSON: David G. Mannherz, Executive Vice President & CFO

FEIN: 90-0453168 * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: NORESCO Holdings, Inc. MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: 
David G. Mannherz, Executive Vice President & CFO

ATTEST: 
Adam M. Nee
Corporate Secretary

Subscribed and sworn to before me this
9th day of June, 2014

X 
Notary Public Signature

 **IRENA JANI**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 25, 2020
Notary Seal

- * If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "NORESKO, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF JANUARY, A.D. 2014.

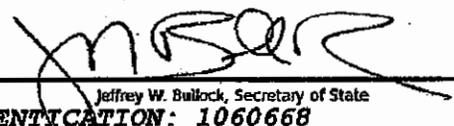
AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

3174085 8300

140049512

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1060668

DATE: 01-15-14

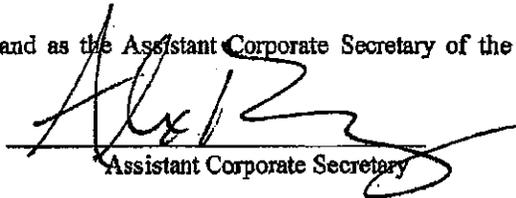
CERTIFICATE OF AUTHORITY

I, Alexandria Baez, Assistant Corporate Secretary of NORESKO, LLC, ("NORESKO"), a Delaware limited liability company, (hereinafter the "Company"), hereby certify that: (1) I am the duly elected and acting Assistant Corporate Secretary of the Company; (2) I am familiar with the minute books of the Company; (3) I am duly authorized to issue certificates with respect to the contents of such books; (4) that the Managing Member of the Company has authorized, in the NORESKO, LLC, Limited Liability Company Agreement, that the Company President may delegate certain authority and has in fact delegated to the person(s) holding the below listed position(s) the authority to execute and deliver on behalf of the Company contracts or other instruments for the sale of products and services:

David G. Mannherz

Executive Vice President

IN WITNESS WHEREOF, I have hereunto set my hand as the Assistant Corporate Secretary of the Company this 12th day of March, 2014.


Assistant Corporate Secretary

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF WORCESTER

On this the 12th day of March, 2014, before me, Kiersten Jester, the undersigned Officer, Alexandria Baez, personally appeared, who acknowledged himself to be the Corporate Secretary of NORESKO, LLC, a limited liability company, and that he as such Assistant Corporate Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public
My Commission expires:
KIERSTEN P. JESTER
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 7, 2017



COOK COUNTY
OFFICE OF THE CHIEF PROCUREMENT OFFICER
CERTIFICATION FOR CONSULTING OR AUDITING SERVICES
OFFICES OF THE PRESIDENT

This Certification is made and required pursuant to Section 34-193 (a) of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County. For purposes of this Certification, "County" shall mean the offices which are administered by the President of the County Board. 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 to.

SECTION 1: CONTRACTOR'S INFORMATION

COMPANY NAME: NORESKO, LLC
ADDRESS: One Research Drive, Suite 400C, Westborough, MA 01581
TELEPHONE: (508) 614-1020
CONTACT NAME: David G. Mannherz, Executive Vice President & CFO
CONTACT EMAIL: dmannherz@noresko.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any "Affiliates" please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification "Affiliates" shall mean a person or "Entity" that directly or indirectly controls the Contractor, is controlled by it, or with the Contractor, is under common control of another person or entity. For purposes of this Certification, "Entity" shall mean 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.

NORESKO LLC is a wholly-owned indirect subsidiary of Carrier Corporation (Carrier). Carrier is a wholly-owned subsidiary of United Technologies Corporation (UTC)(NYSE:UTX). UTC is a Fortune 50 company listed on the New York Stock Exchange with hundreds of Affiliates world-wide. For more information about UTC or Carrier please see

UTC's Annual Report, which can be found at www.UTC.com.

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: RFP No. 1328-13107
- b. The Contractor is providing the following type of Services: [] Auditing or [X] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Office: Corporate Buildings, Provident Hospital, County Courthouses, Highway Facilities
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County under any other Contracts? [X] Yes or [] No.

If yes, please state the other Contract Number(s) and the Nature of Services.

12-60-349 Guaranteed Energy Performance Project

THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- a. It has read Section 34-193 (a) of the Procurement Code, which provides as follows:

The County will not enter into any Contract for Auditing Services, nor shall it consent to a subcontract for such Auditing Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for consulting services for or with the County. Additionally, the County will not enter into any Contract for Consulting Services, nor shall it consent to a subcontract for such Consulting Services, with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract for Auditing Services for or with the County. For purposes of this provision, "County" shall refer only to offices which are administered by the President of the County Board and shall not refer to offices which are administered by Elected Officials.

- b. The Contractor's Services under the Contract shall not violate Section 34-193 (a) of the Procurement Code.

- c. The information provided herein is a material inducement to the CPO's execution of the Contract, and the CPO may rely on the information provided herein. The Contractor warrants that the information contained herein is true and correct. If the CPO determines that any information provided herein is false, incomplete, or incorrect, the CPO may terminate the Contract.



Signature

David G. Mannherz

Name (Type or Print)

Executive Vice President

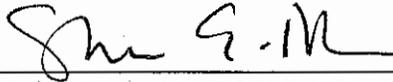
Title

3/11/2014

Date

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

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



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 27 DAY OF June, 2014

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

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER
1328-13107

OR

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

TOTAL NOT TO EXCEED AMOUNT OF CONTRACT: \$ 300,000.00*
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

*If the County decides not to proceed with implementation of the audit, then the value of the contract is \$125,000.00.

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

JUN 18 2014

EDS-17

COM _____

Attachment A - Supplemental Provisions

ARTICLE 1) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Standard of Performance

Consultant must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a consultant performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Consultant 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, Consultant agrees to be held to the standard of care of a fiduciary.

Consultant 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. Consultant must provide copies of any such licenses. Consultant remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Consultant 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 Consultant fails to comply with the foregoing standards, Consultant 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 Consultant 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 Consultant either under this Agreement, at law or in equity.

b) Personnel

i) Adequate Staffing

Consultant 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. Consultant 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 Consultant 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

Consultant 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 Consultant that the

County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant 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.

iii) Salaries and Wages

Consultant 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 Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, 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 Consultant to the respective employees to whom they are due.

c) Minority and Women's Business Enterprises Commitment

In the performance of this Agreement, including the procurement and lease of materials or equipment, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement.

d) Insurance

Consultant must provide and maintain at Consultant's own expense, during the term of this Agreement and any time period following expiration if Consultant is required to return and perform any of the Services or Additional Services under this Agreement, the insurance coverages and requirements specified in Attachment and below, insuring all operations related to this Agreement.

i) Additional Requirements

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form or equivalent prior to Agreement award.

The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

(1) The insurance must provide for 60 days prior written notice to be given to the County in the event coverage is substantially changed, canceled or non-renewed. All deductibles or self-insured retentions on referenced insurance coverages must be borne by Consultant. Consultant agrees that insurers waive their rights of subrogation against the County of Cook, its employees, elected officials, agents or representatives.

(2) The coverages and limits furnished by Consultant in no way limit Consultant's liabilities and responsibilities specified within this Agreement or by law. Any insurance or self-insurance programs maintained by the County of Cook apply in excess of and do not contribute with insurance provided by Consultant under this Agreement.

(3) The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

(4) Consultant must require all Subcontractors to provide the insurance required in this Agreement, or Consultant may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant unless otherwise specified in this Agreement. If Consultant or Subcontractor desires additional coverages, the party desiring the additional coverages is responsible for its acquisition and cost.

(5) The County's Risk Management Office maintains the right to modify, delete, alter or change these requirements. "**Risk Management Office**" means the Risk Management Office, which is under the direction of the Director of Risk Management and is charged with reviewing and analyzing insurance and related liability matters for the County.

e) 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 or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees 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 by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

f) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract 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 Contract 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 Contract (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 Contract 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 Contract 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.

g) 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 Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, 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 consultants' 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 Contract; 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 Contract.

h) 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 Contract, 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 Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

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 thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract 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.

i) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract 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 Contract. The Contractor shall not transfer or assign any Contract 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 Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract 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.

All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The contractor has identified the following firms to serve as subcontractors:

All Tech Energy
SPAAN Tech Inc.
Shelton Solutions, Inc.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, 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 disclosure is 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 2) DISPUTES

Any dispute arising under the Contract 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 Contract 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 final and binding. 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 Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 3) 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 Contract 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.

ARTICLE 4) SPECIAL CONDITIONS

a) Warranties and Representations

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

- i) warrants that Consultant 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 Consultant 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 Consultant 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 consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;

iv) warrants that Consultant 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 Consultant 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 Consultant 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 9.1 and 9.3.

b) Ethics

i) In addition to the foregoing warranties and representations, Consultant warrants:

(1) no officer, agent or employee of the County is employed by Consultant 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 Consultant 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 Consultant, 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 Consultant is the joint and several obligation or undertaking of each such individual or other legal entity.

d) Business Documents

At the request of the County, Consultant 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) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting 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) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting 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 Consultant 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 Consultant's Services for others conflict with the Services Consultant is to render for the County under this Agreement, Consultant 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 Consultant under this Agreement, Consultant 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, Consultant 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

Consultant and any assignee or Subcontractor of Consultant 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 5) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION AND RIGHT TO OFFSET

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Consultant to the County.
- ii) Consultant's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Consultant'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 Consultant's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Consultant without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.

iv) Consultant's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Consultant 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.

(v) Failure to comply with Section 3 in the performance of the Agreement.

(vi) Consultant'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.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant 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 Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Consultant 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 Chief Procurement Officer 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 Chief Procurement Officer may give a Default Notice if Consultant fails to effect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section, Consultant 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 County may invoke any or all of the following remedies:

i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section.

ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;

iii) The right of specific performance, an injunction or any other appropriate equitable remedy;

- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's 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 County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

e) Suspension

The County may at any time request that Consultant suspend its Services, or any part of them, by giving 15 days prior written notice to Consultant or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Consultant must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Consultant when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Consultant as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.3.

d) Right to Offset

- i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

(i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;

(ii) if the County exercises any of its remedies under Section of this Agreement; or

(iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Consultant is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f.) 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 Contract.

g.) Prepaid Fees

In the event this Contract 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 6) 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

Consultant 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 Consultant to enter into this Agreement or has been relied upon by Consultant, 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

Consultant acknowledges that Consultant 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. Consultant did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Consultant 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 during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the

express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant 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 Contract.

d) Governing Law and Jurisdiction

This Contract 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 Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, 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 Contract.

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

Consultant 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, Consultant 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 County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant'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 County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant 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 Consultant and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Consultant 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 Consultant 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 Consultant performing the Services required under this Agreement.

ii) Consultant 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 Consultant.

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 contract.

ARTICLE 7) AUTHORITY

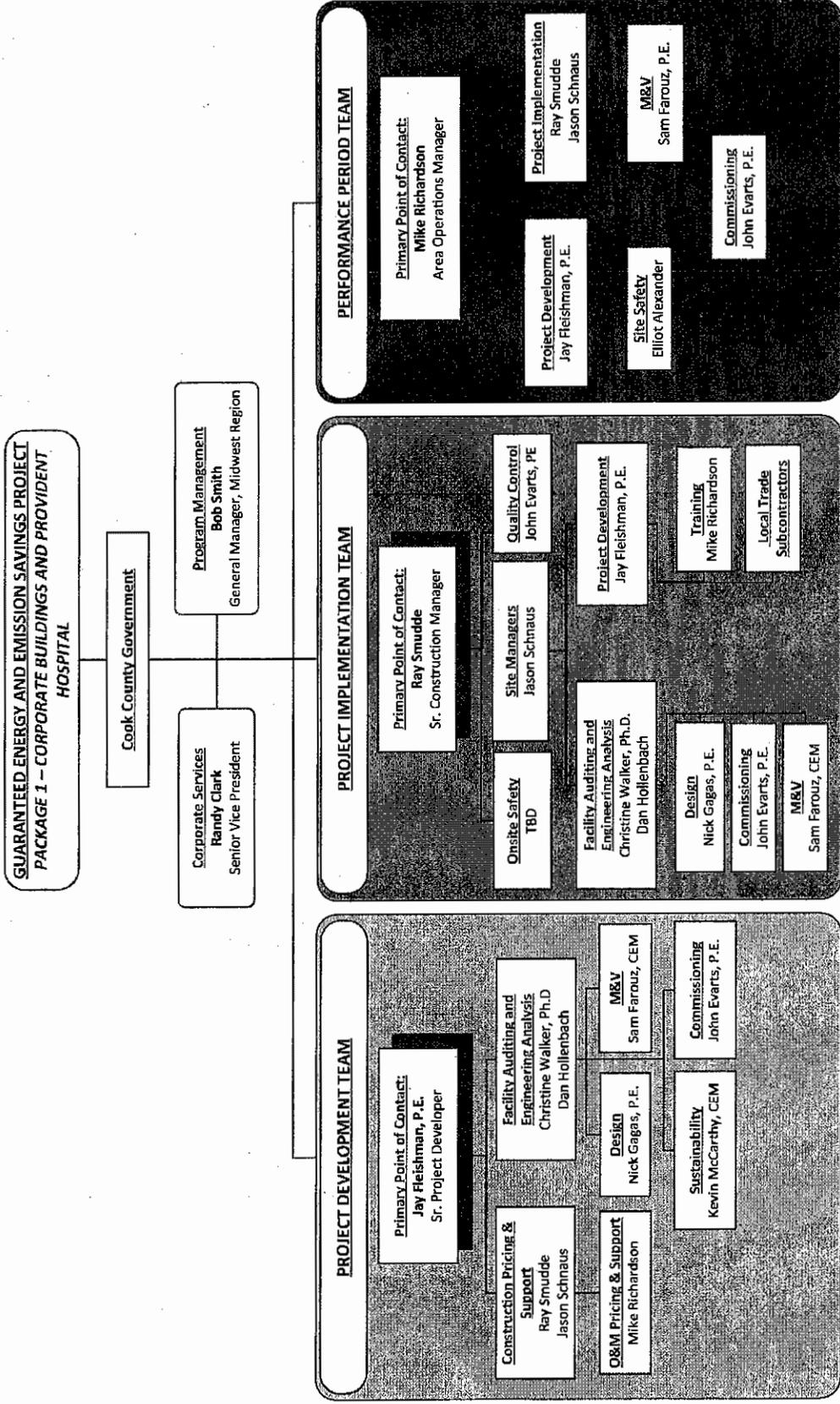
Execution of this Agreement by Consultant is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Consultant have been made with complete and full authority to commit Consultant to all terms and 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.

ARTICLE 8) COOPERATION WITH INSPECTOR GENERAL

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Attachment B - Key Personnel

Figure 4: NORESKO's Experienced Project Team Will Deliver Attentive Locally-Based Service



Information on this page is proprietary and subject to confidentiality restrictions

Table 3: NORESCO's Experienced Local Project Team Will Meet Cook County's Project Goals- Provident Package Team

Key Team Members	Experience	Role
Bob Smith	30 years	Regional General Manager overseeing all aspects of service delivery and customer service
Adam D'Ambrosio, PE, CEM, LEED AP	16 years	Project Development, Engineering, Management and Quality Assurance
Jay Fleishman, PE, CEM, LEED AP	12 years	Project Development, Financial Modeling and Design Review
Christine Walker, PE, PhD, LEED AP	17 years	Technical Analysis, ECM Specification and Energy Engineering and Energy Savings Calculation, Quality Assurance
Daniel Hollenbach	5 years	Technical Analysis, ECM Specification and Savings Calculations
Nick Gagas, PE	21 years	Design engineering management
Ray Smudde	27 years	Day-to-day site project management, procurement of equipment and installation services
Jason Schnaus	4 years	Day-to-day site project management, procurement of equipment and installation services
John Evarts, PE, CEM, LEED AP	24 years	Individual component testing, system level testing to ensure systems meet the design intent and energy performance requirements
Sam Farouz, CEM	15 years	M&V plan development and guarantee administration
Kevin McCarthy, CEM	15 years	Directs LEED Accredited Professionals and other technicians and experts who will provide Energy Star, LEED and Green procurement support

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Personnel Information - Adam D'Ambrosio, Manager, Project Development			
Name of project team member:	Adam D'Ambrosio		
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Manager, Project Development - NORESKO Mr. D'Ambrosio is responsible for the management of all project development for the Midwest including analyzing building operations and maintenance practices, building automation systems and the development of cost effective strategies for improvement of energy efficiency. 8 years of service with NORESKO Chicago, Illinois		
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	Sonalysts, Inc. Senior Military Analyst 2 years United States Navy: Commander, U.S. Naval Forces Europe Information Technology, Exercise Support Officer 2 years USS Philadelphia (SSN 690) Nuclear Propulsion Engineering Officer 4 years		
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	M.B.A., Northwestern University M.S. Electrical, Computer Engineering, Carnegie Mellon University B.S. Electrical, Computer Engineering, Carnegie Mellon University Registered Professional Engineer (P.E.), Connecticut Certified Energy Manager (CEM) LEED Accredited Professional (LEED AP) Certified Green Building Engineer (GBE®)		
FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE			
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented: dollar value of installed project costs:	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction Argonne National Laboratory: Argonne, Illinois Federal Government/Cogeneration \$25 million In Construction </td> <td style="width: 50%; vertical-align: top;"> Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction Danbury Hospital: Danbury, CT Healthcare \$13.2 million Implemented from 2011 to 2013 </td> </tr> </table>	Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction Argonne National Laboratory: Argonne, Illinois Federal Government/Cogeneration \$25 million In Construction	Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction Danbury Hospital: Danbury, CT Healthcare \$13.2 million Implemented from 2011 to 2013
Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction Argonne National Laboratory: Argonne, Illinois Federal Government/Cogeneration \$25 million In Construction	Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction Danbury Hospital: Danbury, CT Healthcare \$13.2 million Implemented from 2011 to 2013		
Provide a detailed description of the role and responsibilities this individual had for	For each of the projects listed above, Mr. D'Ambrosio was the project developer, responsible for the development of cost effective suggestions for improvement of energy efficiency, calculated energy savings, project scope, development of project schedules, and coordination of the contractor and supplier bid process and pricing.		

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Personnel Information – Adam D’Ambrosio, Manager, Project Development	
each listed project.	
Provide a detailed description of the role and responsibilities this individual will have for the duration of the project.	Mr. D’Ambrosio will be responsible for Project Development, Engineering Management and Quality Assurance
Describe any other relevant technical experience.	Mr. D’Ambrosio has more than 16 years of experience as an engineer including seven years as an Engineering Officer in the U.S. Navy. His post-construction experience includes confirming energy savings, presenting savings to the customer, and documentation to utility companies/conservation program managers to procure incentives/rebates.
Indicate the total of relevant energy-related experience for this individual	Mr. D’Ambrosio has 16 years of energy-related experience

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Personnel Information - Sam Farouz, Senior Energy Engineer, CEM			
Name of project team member:	Sam Farouz		
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Senior Energy Engineer at NORESKO Responsibilities include: conducting field energy audits and quality control functions to assure optimal project success, measurement of baseline conditions, utility evaluation, building modeling, and management of conservation calculations and project scope, as well as development of measurement and verification plans. 5 years of service with NORESKO Denver, Colorado		
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	Honeywell/Sempra Energy Solutions Monitoring Analyst 4 years Texas A&M University/Energy Systems Laboratory Research Associate 3 years Texas A&M University Graduate Research Assistant 1 year Texas A&M University Teaching Assistant, Graduate Dept. of Mechanical Engineering 1 year		
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	M.S., Mechanical Engineering, Texas A&M University B.S., Mechanical, Engineering, Cairo University Certified Energy Manager (CEM) American Society of Mechanical Engineers (ASME) Member Association of Energy Engineers (AEE) Member Co-authored and presented "Energy Conservation in a Hospital Building" at the 39th Annual Conference and Technical Exhibition of the American Society for Healthcare Engineering.		
Five Year History of Energy Performance Contracting Project Experience			
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities:	<table border="0"> <tr> <td> Illinois State University: Normal, Illinois Educational/Higher ED \$8.5 million Implemented from 2011 to 2013 Cook County Dept. of Corrections Chicago, Illinois Corrections/County </td> <td> Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented from 2011 to 2013 Spring Grove Hospital: Catonsville, Maryland Healthcare </td> </tr> </table>	Illinois State University: Normal, Illinois Educational/Higher ED \$8.5 million Implemented from 2011 to 2013 Cook County Dept. of Corrections Chicago, Illinois Corrections/County	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented from 2011 to 2013 Spring Grove Hospital: Catonsville, Maryland Healthcare
Illinois State University: Normal, Illinois Educational/Higher ED \$8.5 million Implemented from 2011 to 2013 Cook County Dept. of Corrections Chicago, Illinois Corrections/County	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented from 2011 to 2013 Spring Grove Hospital: Catonsville, Maryland Healthcare		

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Personnel Information – Sam Farouz, Senior Energy Engineer, CEM			
year implemented: dollar value of installed project costs:	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">\$34.2 million In Construction</td> <td style="width: 50%; border: none;">\$21.1 million Implemented in 2010</td> </tr> </table>	\$34.2 million In Construction	\$21.1 million Implemented in 2010
\$34.2 million In Construction	\$21.1 million Implemented in 2010		
Provide a detailed description of the role and responsibilities this individual had for each listed project.	For each of the projects listed above, Mr. Farouz conducting field energy audits and quality control functions, measurement of baseline conditions, utility evaluation, building modeling, and management of conservation calculations and project scope, as well as development of measurement and verification plans.		
Provide a detailed description of the role and responsibilities this individual will have for the duration of the project.	Mr. Farouz will be responsible for measurement and verification plan development and guarantee administration.		
Describe any other relevant technical experience.	Mr. Farouz worked on the LoanSTAR Building Energy Monitoring and Rebuild America projects. He also developed several Microsoft Excel macros to automate processing and analysis of EMCS trend data.		
Indicate the total of relevant energy-related experience for this individual	Mr. Farouz has 15 years of energy-related experience.		

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Personnel Information - Jay Fleishman, Senior Project Developer, P.E., CEM, LEED AP					
Name of project team member:	Jay Fleishman				
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Senior Project Developer - NORESCO Mr. Fleishman is primarily responsible for coordinating team members from multiple engineering disciplines in order to develop project proposals and detailed energy audits for energy saving performance contracts. 4 years of service with NORESCO Chicago, Illinois				
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	OWP/P Cannon Design MEP III Engineer/Project Manager 2 years Teng & Associates, Inc. Project Manager/Project Engineer 5 years				
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	M.B.A., DePaul University B.S.E., Mechanical Engineering, University of Iowa Registered Professional Engineer (P.E.), Illinois Certified Energy Manager (CEM) LEED Accredited Professional (LEED AP) Plumbing Design, American Society of Plumbing Engineers (CPD) certification American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Member				
FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE					
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented: dollar value of installed project costs:	<table border="0"> <tr> <td style="vertical-align: top;"> Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction </td> <td style="vertical-align: top;"> Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction </td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> General Service Administration DEEP Energy Retrofit: Chicagoland Service Center, Chicago, Illinois Federal \$57.8 million In Construction </td> </tr> </table>	Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction	Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction	General Service Administration DEEP Energy Retrofit: Chicagoland Service Center, Chicago, Illinois Federal \$57.8 million In Construction	
Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction	Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction				
General Service Administration DEEP Energy Retrofit: Chicagoland Service Center, Chicago, Illinois Federal \$57.8 million In Construction					
Provide a detailed description of the role and responsibilities this individual had for each listed project.	For each of the projects listed above, Mr. Fleishman was accountable for the development of cost savings measures with calculated energy savings, deal structuring, development of project schedules, and evaluation of holistic building systems including controls, HVAC, electrical and water systems.				
Provide a detailed description of the role and responsibilities this individual will have for the duration	Mr. Fleishman will be responsible for the development of cost savings measures with calculated energy savings, deal structuring, development of project schedules, and evaluation of holistic building systems including controls, HVAC, electrical and water systems.				

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Personnel Information – Jay Fleishman, Senior Project Developer, P.E., CEM, LEED AP	
of the project.	
Describe any other relevant technical experience.	Mr. Fleishman’s post-construction experience includes confirming energy savings, and documentation to utility companies/conservation program managers to procure incentives/rebates.
Indicate the total of relevant energy-related experience for this individual	Mr. Fleishman has 11 years of energy-related experience

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Personnel Information - Nick Gagas, Director, Energy Engineering, P.E.					
Name of project team member:	Nick Gagas				
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Director, Energy Engineering - NORESKO Mr. Gagas's responsibilities include: the organization and management of the Design Services Group, which develops system designs for NORESKO's energy and resource conservation projects and ESPCs. 14 years of service with NORESKO Shelton, CT				
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	NORESKO: Director, Energy Engineering, 6 years Manager, Design Engineering, 5 years Group Leader, Design Engineering, 3 years Design Engineer, 2 years Fletcher Thompson Senior Design Engineer 6 years				
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	B.S., Mechanical Engineering, University of Hartford Registered Professional Engineer (P.E.), Connecticut American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Member American Society of Plumbing Engineers (ASPE) Member National Fire Protection Association (NFPA) Member				
FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE					
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented: dollar value of installed project costs:	<table border="0"> <tr> <td>Northwestern University: Evanston, Illinois Educational/Higher Education \$12.8 million In Construction</td> <td>Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented from 2011 to 2013</td> </tr> <tr> <td>Spring Grove Hospital: Catonsville, Maryland Healthcare \$21.1 million Implemented in 2010</td> <td>Allegheny County: Pittsburgh, Pennsylvania State/County Municipal \$31.2 million (multiple phases) Implemented in 2000 - 2013</td> </tr> </table>	Northwestern University: Evanston, Illinois Educational/Higher Education \$12.8 million In Construction	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented from 2011 to 2013	Spring Grove Hospital: Catonsville, Maryland Healthcare \$21.1 million Implemented in 2010	Allegheny County: Pittsburgh, Pennsylvania State/County Municipal \$31.2 million (multiple phases) Implemented in 2000 - 2013
Northwestern University: Evanston, Illinois Educational/Higher Education \$12.8 million In Construction	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented from 2011 to 2013				
Spring Grove Hospital: Catonsville, Maryland Healthcare \$21.1 million Implemented in 2010	Allegheny County: Pittsburgh, Pennsylvania State/County Municipal \$31.2 million (multiple phases) Implemented in 2000 - 2013				
Provide a detailed description of the role and responsibilities this individual had for each listed project.	For each of the projects listed above, Mr. Gagas was responsible for managing the development of system designs for energy and resource conservation projects and ESPC's.				
Provide a detailed description of the role and responsibilities this individual will have for the duration	Mr. Gagas will be responsible for the Design engineering management.				

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Personnel Information - Nick Gagas, Director, Energy Engineering, P.E.	
of the project.	
Describe any other relevant technical experience.	Mr. Gagas extensive experience in the areas of analysis, design and construction of commercial, institutional, and industrial buildings and facilities. He has experience in the design and construction of chilled water plants, boiler plants, direct digital controls, and solar and renewable energy applications. He has also worked extensively with various branches of the federal government including the U.S. Army Corps of Engineers, Department of Energy, General Services Administration, U.S. Air Force, and the U.S. Navy.
Indicate the total of relevant energy-related experience for this individual	Mr. Gagas has 21 years of energy-related experience

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Personnel Information - Daniel Hollenbach, Energy Engineer, EIT			
Name of project team member:	Daniel Hollenbach		
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Energy Engineer - NORESKO Mr. Hollenbach is responsible for performing energy audits, collecting data, completing energy measurements, analyzing data using building simulation models and developing energy conservation measures. 3 years of service with NORESKO Chicago, Illinois		
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	Energy Resources Center Research Engineer 3 years Forming Concepts, Inc. Draftsman/Designer 2 years Fellowes, Inc. Helpdesk Intern 3 years		
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	M.B.A., Finance, Liautaud Graduate School of Business, University of Illinois, Chicago B.S., Mechanical Engineering, University of Illinois, Chicago Engineer- in-Training (EIT)		
FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE			
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented: dollar value of installed project costs:	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction </td> <td style="width: 50%; vertical-align: top;"> Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction </td> </tr> </table>	Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction	Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction
Northwestern University: Evanston, Illinois University/Higher Education \$12.8 million In Construction	Northwestern University Medical Evanston, Illinois University/Healthcare \$8.7 million In Construction		
Provide a detailed description of the role and responsibilities this individual had for each listed project.	For each of the projects listed above, Mr. Hollenbach worked as lead engineer for the investment grade audit phase. He provided cost-analysis of ECMs and using other energy audit data which identifies renewable energy alternatives and prioritizes ECMs while emphasizing the return on investment.		
Provide a detailed description of the role and responsibilities this individual will	Mr. Hollenbach will be responsible for technical analysis, ECM specification and savings calculations. He will support the engineering analysis duties for the project.		

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Personnel Information - Daniel Hollenbach, Energy Engineer, EIT	
have for the duration of the project.	
Describe any other relevant technical experience.	Mr. Hollenbach is proficient in AutoCAD, ProE and DOE ITP software.
Indicate the total of relevant energy-related experience for this individual	Mr. Hollenbach has 5 years of energy-related experience.

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Personnel Information – Kevin McCarthy, Director of Energy & Sustainability Services			
Name of project team member:	Kevin McCarthy		
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Director of Energy & Sustainability Services - NORESKO Mr. McCarthy is responsible for the day-to-day operations and management of energy engineering staff while overseeing quality assurance on existing building projects. 12 years of service with NORESKO Edison, New Jersey		
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	Bayer Healthcare Pharmaceuticals Senior Utilities Engineer 4 years Dome-Tech Engineering Engineer 3 years U.S. Merchant Marine U.S. Coast Guard Licensed Engineering Officer 2 years Seaworthy Systems, Inc. Consulting Engineer 3 years		
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	M.B.A., University of Massachusetts, (anticipated completion 2014) B.S. Marine Engineering Systems, U.S. Merchant Marine Academy Certified Energy Manager (CEM) Certified Energy Auditor Second Assistant, Steam/Diesel/Unlimited Horsepower, U.S. Coast Guard Universal EPA Refrigeration Technician, U.S. Environmental Protection Agency (EPA)		
FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE			
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented: dollar value of installed project costs:	<table border="0"> <tr> <td> Columbia University (13 buildings) New York, New York University/Higher Education Columbia Morning Side- \$892K Columbia Medical Center- \$400K Implemented from 2009 to 2014 New York City Dept. Design & Construction: New York, New York State/County Municipal \$87,240K Implemented from 2010 to 2011 </td> <td> Cleveland Clinic (9 hospitals, multiple bldgs) Cleveland, Ohio Healthcare \$140,000K Implemented 2006 - 2008 </td> </tr> </table>	Columbia University (13 buildings) New York, New York University/Higher Education Columbia Morning Side- \$892K Columbia Medical Center- \$400K Implemented from 2009 to 2014 New York City Dept. Design & Construction: New York, New York State/County Municipal \$87,240K Implemented from 2010 to 2011	Cleveland Clinic (9 hospitals, multiple bldgs) Cleveland, Ohio Healthcare \$140,000K Implemented 2006 - 2008
Columbia University (13 buildings) New York, New York University/Higher Education Columbia Morning Side- \$892K Columbia Medical Center- \$400K Implemented from 2009 to 2014 New York City Dept. Design & Construction: New York, New York State/County Municipal \$87,240K Implemented from 2010 to 2011	Cleveland Clinic (9 hospitals, multiple bldgs) Cleveland, Ohio Healthcare \$140,000K Implemented 2006 - 2008		

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Personnel Information - Kevin McCarthy, Director of Energy & Sustainability Services	
Provide a detailed description of the role and responsibilities this individual had for each listed project.	For each of the projects listed above, Mr. McCarthy was responsible for the day-to-day operations and management of energy engineering staff while overseeing quality assurance on existing building projects.
Provide a detailed description of the role and responsibilities this individual will have for the duration of the project.	Mr. McCarthy will be responsible for directing LEED Accredited Professionals and other technicians and experts who will provide Energy Star, LEED and green procurement support.
Describe any other relevant technical experience.	Mr. McCarthy has a background providing energy master planning; energy audits; energy procurement practice and utility tariff reviews; carbon footprint analyses; renewable and alternative energy feasibility studies for photovoltaic, fuel cell, organic rankine cycle, and wind turbine systems; and economic dispatch model development for cogeneration systems. He is also well-versed in capital planning budget estimation, engineering specification development, and bid process management.
Indicate the total of relevant energy-related experience for this individual	Mr. McCarthy has 15 years of energy-related experience

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Personnel Information – Jason Schnaus, Associate Project Manager					
Name of project team member:	Jason Schnaus				
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Associate Project Manager – NORESKO Mr. Schnaus is responsible for field notations, generation and verification of as-built documentation, bidding documentation, subcontract documentation, and assisting the assigned Project Manager regarding accuracy and completion of the project's scope of work. 3 years of service with NORESKO Chicago, Illinois				
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	Indiana University-Purdue University Indianapolis (IUPUI) Assistant Construction Manager 1 year The Fastenal Company, Indianapolis Tool Repair Technician 1 year State of Indiana Disability Claims Adjudicator 2 years Youth Treatment Specialist Gibault School for Boys 2 years Neuhoff and Wagner Building Supplies Customer Service Representative 8 years				
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	B.S., Construction Management, Purdue University B.S., Criminology, Indiana State University				
FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE					
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented: dollar value of installed project costs:	<table border="0"> <tr> <td> Cook County Dept. of Corrections Chicago, Illinois Corrections/County \$34.2 million In Construction </td> <td> Libertyville School District: Libertyville, Illinois Educational (K-12) \$4.1 million Implemented in 2013 </td> </tr> <tr> <td> Sunny Brook School District: Lansing, Illinois Educational (K-12) \$2.4 million Implemented in 2009 </td> <td> Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented in 2013 </td> </tr> </table>	Cook County Dept. of Corrections Chicago, Illinois Corrections/County \$34.2 million In Construction	Libertyville School District: Libertyville, Illinois Educational (K-12) \$4.1 million Implemented in 2013	Sunny Brook School District: Lansing, Illinois Educational (K-12) \$2.4 million Implemented in 2009	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented in 2013
Cook County Dept. of Corrections Chicago, Illinois Corrections/County \$34.2 million In Construction	Libertyville School District: Libertyville, Illinois Educational (K-12) \$4.1 million Implemented in 2013				
Sunny Brook School District: Lansing, Illinois Educational (K-12) \$2.4 million Implemented in 2009	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented in 2013				

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Personnel Information – Jason Schnaus, Associate Project Manager			
	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> Illinois State University: Normal, Illinois Educational \$8.5 million Implemented in 2013 </td> <td style="width: 50%; vertical-align: top;"> Elkhart County: Michiana, IN State/County Municipal \$1.3 million Implemented in 2012 </td> </tr> </table>	Illinois State University: Normal, Illinois Educational \$8.5 million Implemented in 2013	Elkhart County: Michiana, IN State/County Municipal \$1.3 million Implemented in 2012
Illinois State University: Normal, Illinois Educational \$8.5 million Implemented in 2013	Elkhart County: Michiana, IN State/County Municipal \$1.3 million Implemented in 2012		
Provide a detailed description of the role and responsibilities this individual had for each listed project.	For each of the projects listed above, Mr. Schnaus assisted the assigned Project Manager regarding accuracy and completion of the project's scope of work. He also was responsible for making field notations, generation and verification of as-built documentation, bidding documentation, and subcontract documentation.		
Provide a detailed description of the role and responsibilities this individual will have for the duration of the project.	Mr. Schnaus would have day-to-day site project management, procurement of equipment and installation services.		
Describe any other relevant technical experience.	Mr. Schaus has experience with project design review and analysis, preparation of construction documents, subcontractor selection, scheduling, project development, and quality control. He has also has experience as a tool repair technician performing the tasks of teardown, estimation, repair, and calibration of various types of power tools.		
Indicate the total of relevant energy-related experience for this individual	Mr. Schnaus 4 years of energy-related experience.		

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Personnel Information - Bob Smith, Regional General Manager, Midwest		
Name of project team member:		Bob Smith
Current Employment Current job title: Job responsibilities:	Regional General Manager, Midwest - NORESKO Responsibilities include: managing the project development of energy savings performance contracts (ESPC) in the Midwestern U.S. and has overall responsibility for all sales, engineering, financial, and contractual activities associated with contracts within the region.	
Number of years with ESCO: Primary office location:	7 years of service with NORESKO Chicago, Illinois	
Employment History Company name: Primary Job responsibilities: Number of years with firm:	DBO2 Vice President of Sales/Partner 4 years	
Company name: Primary Job responsibilities: Number of years with firm:	RF Technologies Executive Vice President 2 years	
Company name: Primary Job responsibilities: Number of years with firm:	Honeywell International Vice President, Sales 2 years	
Company name: Primary Job responsibilities: Number of years with firm:	Unicom Energy Solutions Vice President 3 years	
Company name: Primary Job responsibilities: Number of years with firm:	Exelon Mechanical Services Chief Operating Officer (COO) 1 year	
Company name: Primary Job responsibilities: Number of years with firm:	Honeywell, Inc. General Management, Sales and Marketing 15 years	
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	B.S., Marketing and Management, Indiana University	
FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE		
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented:	Libertyville School District: Libertyville, Illinois Educational (K-12) \$4.1 million Implemented in 2013 Illinois State University: Normal, Illinois Educational \$8.5 million Implemented in 2013	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented in 2013 Elkhart County: Michiana, IN State/County Municipal \$1.3 million Implemented in 2012

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Personnel Information – Bob Smith, Regional General Manager, Midwest			
dollar value of installed project costs:	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Cook County Dept. of Corrections Chicago, Illinois Corrections/County \$34.2 million In Construction </td> <td style="width: 50%; vertical-align: top;"> Sunnybrook School District, Phase 2: Lansing, Illinois Educational (K-12) \$1.9 million Implemented in 2012 </td> </tr> </table>	Cook County Dept. of Corrections Chicago, Illinois Corrections/County \$34.2 million In Construction	Sunnybrook School District, Phase 2: Lansing, Illinois Educational (K-12) \$1.9 million Implemented in 2012
Cook County Dept. of Corrections Chicago, Illinois Corrections/County \$34.2 million In Construction	Sunnybrook School District, Phase 2: Lansing, Illinois Educational (K-12) \$1.9 million Implemented in 2012		
Provide a detailed description of the role and responsibilities this individual had for each listed project.	Mr. Smith had the responsibility of managing the project development of energy savings performance contracts (ESPC) in the Midwestern U.S. and has overall responsibility for all sales, engineering, financial, and contractual activities associated with contracts within the region.		
Provide a detailed description of the role and responsibilities this individual will have for the duration of the project.	Mr. Smith will have overall responsibility for all sales, engineering, financial, and contractual activities associated with energy service performance contracts.		
Describe any other relevant technical experience.	Mr. Smith has more than 25 years of experience in the energy services industry, including more than 15 years in executive-level positions		
Indicate the total of relevant energy-related experience for this individual	Mr. Smith has 30 years of energy-related experience		

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Personnel Information – Raymond Smudde, Senior Project Manager			
Name of project team member:	Raymond Smudde		
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Senior Project Manager – NORESKO Responsibilities include managing the implementation of energy conservation measures and being the primary liaison for customer relations during construction of energy savings projects. 7 years of service with NORESKO Chicago, Illinois		
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	Siemens Building Technologies, Inc. Construction/Project Manager for Performance Contracting 16 years Johnson Controls, Inc. Engineer 4 years		
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	B.S., Electrical Engineering Technology, DeVry Institute of Technology		
FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE			
List all energy performance contracting projects this individual has been involved with during the past five years including: project location: type of facilities: year implemented: dollar value of installed project costs:	<table style="width: 100%; border: none;"> <tr> <td style="width: 33%; vertical-align: top;"> Sunny Brook School District: Lansing, Illinois Educational (K-12) \$2.4 million Implemented in 2009 Illinois State University: Normal, Illinois Educational \$8.5 million Implemented in 2013 </td> <td style="width: 33%; vertical-align: top;"> Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented in 2013 Elkhart County: Michiana, IN State/County Municipal \$1.3 million Implemented in 2012 </td> </tr> </table>	Sunny Brook School District: Lansing, Illinois Educational (K-12) \$2.4 million Implemented in 2009 Illinois State University: Normal, Illinois Educational \$8.5 million Implemented in 2013	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented in 2013 Elkhart County: Michiana, IN State/County Municipal \$1.3 million Implemented in 2012
Sunny Brook School District: Lansing, Illinois Educational (K-12) \$2.4 million Implemented in 2009 Illinois State University: Normal, Illinois Educational \$8.5 million Implemented in 2013	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented in 2013 Elkhart County: Michiana, IN State/County Municipal \$1.3 million Implemented in 2012		
Provide a detailed description of the role and responsibilities this individual had for each listed project.	For each of the projects listed above, Mr. Smudde was the primary liaison for customer relations during construction of energy savings projects. He ensured the successful and timely implementation of energy conservation measures; ensuring safety and quality; and he coordinated and supervised the activities of NORESKO staff, subcontractors, vendors, and suppliers.		
Provide a detailed description of the role and responsibilities this individual will have for the duration of the project.	Mr. Smudde would have day-to-day site project management, procurement of equipment and installation services.		
Describe any other relevant technical experience.	Mr. Smudde has more than 20 years of project management and HVAC control design experience.		

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Personnel Information – Raymond Smudde, Senior Project Manager

Indicate the total of relevant energy-related experience for this individual

Mr. Smudde has 27 years of energy-related experience.

Personnel Information – Christine Walker, Energy Engineering Manager, P.E., PhD, CEM, CDSM, LEED AP

Name of project team member:	Christine Walker
Current Employment Current job title: Job responsibilities: Number of years with ESCO: Primary office location:	Energy Engineering Manager at NORESKO Responsibilities include overseeing energy audits and field investigations, facility energy use analysis, and the identification and evaluation of energy conservation measures. 4 years of service with NORESKO Chicago, Illinois
Employment History Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm: Company name: Primary Job responsibilities: Number of years with firm:	Ameresco, Inc. Senior Project Development Engineer 2 years Pyramid Energy Group President 3 years University of Illinois at Chicago, Energy Resources Center Research Engineer 9 years
Educational Background List all academic, degrees, certifications, professional affiliations, relevant publications and technical training:	B.S., Ph.D., Building Technology, Massachusetts Institute of Technology M.S., Mechanical Engineering, University of Illinois, Chicago B.S., Architectural Studies, University of Illinois, Champaign Urbana Publications: "Tale of Two Low-Energy Designs: Comparison of Mechanically and Naturally Ventilated Office Buildings in Temperate Climates." (2007 ASHRAE Transactions, Vol. 113, pt. 1 Pages: 36-50), "Using DOE 2.1E to Evaluate Green Building Construction Opportunities and Ventilation Design for Lotus School", an evaluation of green building construction for a K-12 School District in Illinois (2003 Eighth International IBPSA Conference, Eindhoven, Netherlands).

FIVE YEAR HISTORY OF ENERGY PERFORMANCE CONTRACTING PROJECT EXPERIENCE

List all energy performance contracting projects this individual has been involved with during the past five years including: project location:	Libertyville School District: Libertyville, Illinois Educational (K-12) \$4.1 million Implemented in 2013	Richard J. Daley Center: Chicago, Illinois, State/Municipal \$7.7 million Implemented from 2011 to 2013
	Illinois State University: Normal, Illinois	Elkhart County: Michiana, Indiana

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Personnel Information – Christine Walker, Energy Engineering Manager, P.E., PhD, CEM, CDSM, LEED AP

<p>type of facilities: year implemented: dollar value of installed project costs:</p>	<p>Educational/Higher ED \$8.5 million Implemented from 2011 to 2013</p> <p>Cook County Dept. of Corrections Chicago, Illinois Corrections/County \$34.2 million In Construction</p>	<p>State/County Municipal \$1.3 million Implemented in 2012</p> <p>Sunnybrook School District, Phase 2: Lansing, Illinois Educational (K-12) \$1.9 million Implemented in 2012</p>
<p>Provide a detailed description of the role and responsibilities this individual had for each listed project.</p>	<p>For each of the projects listed above, Dr. Walker was responsible for building energy audits and analysis as well as the design of energy saving retrofits to building mechanical, electrical, plumbing, and envelope systems. Her responsibilities include overseeing energy audits and field investigations, facility energy use analysis, and the identification and evaluation of energy conservation measures.</p>	
<p>Provide a detailed description of the role and responsibilities this individual will have for the duration of the project.</p>	<p>Dr. Walker will provide technical analysis, ECM specification and energy engineering and energy savings calculation and quality assurance.</p>	
<p>Describe any other relevant technical experience.</p>	<p>Dr. Walker has experience in leading and managing project development teams, and addressing comprehensive energy management in the commercial, institutional, residential and industrial markets.</p>	
<p>Indicate the total of relevant energy-related experience for this individual</p>	<p>Dr. Walker has 17 years of energy-related experience.</p>	

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JOHN EVARTS, P.E., CEM, LEED AP

Director, Commissioning

Summary

Mr. Evarts has been a part of the NORESKO team for 11 years and has 30 years of experience in the engineering, construction, commissioning and operation of energy conservation projects. At NORESKO, he created the Commissioning Group and directs the staff of highly trained personnel that are dedicated to commissioning. He has overall responsibility for all commissioning activity for NORESKO projects.

He is responsible for ensuring his team is effectively coordinating and implementing the NORESKO commissioning process during design, construction and start-up of all NORESKO projects. This specialized group includes multiple Professional Engineers, Certified Energy Managers, and LEED Accredited Professionals that use proven commissioning procedures, which have been refined through years of application on energy projects.

Experience

His experience includes the design, installation, start-up, and testing of a wide range of electromechanical systems, control system programming, energy savings analysis, project management services and mechanical engineering design. He has extensive experience in troubleshooting and fine-tuning both HVAC and process systems utilized in the commercial and industrial sectors. He has a particular expertise in the development of complex control sequences utilized to maximize energy savings in large central plants.

Since joining NORESKO, he has overseen the commissioning of hundreds of projects throughout the United States with a combined construction value of over \$1 billion as well as millions of dollars of energy savings. He has commissioned projects that have included the following technologies: energy management control systems; distributed control systems; chilled water plants; steam plants; diesel engine generators; gas engine generators; heat recovery boilers; steam turbine generators; gas compressors; gas turbine generators; cogeneration systems; micro-turbines; wind turbine generators; infrared heating systems; propane air plants; photovoltaic systems; air-handling unit replacements; variable air volume conversions; variable flow CHW, CW, and HW conversions; water side economizers; heat recovery chillers; heat recovery wheels; thermal storage systems; radiant heating systems; dehumidifiers; lighting retrofits; lighting controls; skylights; ground source heat pumps; emergency generators; steam traps; utility metering; process metering; and water conservation retrofits.

Employment History

2008 to Present
Director, Commissioning
NORESKO

2002 to 2008
Manager, Commissioning
NORESKO

1998 to 2002
Senior Project Manager
TXU Energy Services

1996 to 1998
Project Engineer
Chuck's Heating & Air Conditioning

1990 to 1996
Facilities Engineer
Inchcape Testing Services

Affiliations & Certifications

Registered Professional Engineer
(P.E.), Vermont

Certified Energy Manager (CEM)

LEED Accredited Professional
(LEED AP)

Association of Energy Engineers
(AEE) Member

American Society of Heating,
Refrigerating, and Air-Conditioning
Engineers (ASHRAE) Member

Education

A.S. Mechanical Engineering
Vermont Technical College

Attachment C - Facility's Recommended ECMs

Interior Fluorescent Lighting Upgrades
Bi-Level Stairwell Fixtures
Occupancy Controls
Upgrade Mercury Vapor Recessed Down Lights
Parking Garage Lighting Upgrades
Occupancy Controls
Domestic Water Plumbing Upgrades
Rainwater Harvesting
Domestic Water Plumbing Upgrades
Replace Chillers
Domestic Water Plumbing Upgrades
Replace Steam Boilers
Replace Steam Traps
Fix Steam Leaks
Boiler O2 Trim System
Boiler Stack Economizers
Blanket Insulation on Valve Bodies
AHU Replacement
Polarized Media Air Filtration
Perimeter Valve Replacement
Convert Hydronic Pumping to Variable Volume
Schedule Building Exhausts
HVAC Scheduling and Resets
Solar Photovoltaic (PV)
Retro-commissioning
Demand Response Program
Terminal Induction Unit Control Valve Replacement
Provide High Performance Fume Hoods
CHP System Installation
Waste Management

Attachment D - ESCO Cost Proposal and Project Cash Flow Analysis

Appendix I

Cost Proposal Form

The proposer declares that they have carefully examined the Request for Proposal documents in its entirety, including any addendums issued pursuant thereto for guaranteed energy and emission savings and has become familiar with all of the conditions under which it must be carried out and understands that by submitting proposed pricing on these pages, Proposer waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>
1.	Audit fee in the case that Cook County does not implement with NORESKO within 2 years of proposal
2.	Total implementation fee including audit fee
GRAND TOTAL:	
1. \$	125,000 (NORESKO will share total audit cost of \$300,000 with Cook County)
2. \$	23,440,441

DELIVERY/SERVICE DATE: Audit delivered in 120 days
Implementation completion per section 3.0, Part C, Project Schedule
(Number of calendar days after award of RFP)

Exhibit B - ESCO's COST PROPOSAL

**COST PROPOSAL
ENERGY PERFORMANCE CONTRACT**

CUSTOMER NAME: COOK COUNTY

ESCO NAME: NORESKO

VALUE OF HARD COSTS': \$19,688,828

Category of Service Fees	Estimated Percentage (%) of Hard Costs	Dollar (\$) Value of Service Fees
Investment Grade Energy Audit	1.5%	\$ 300,000
Design Engineering Fees	5.6%	\$ 1,103,026
Construction Management	5.9%	\$ 1,158,619
System Commissioning	1.5%	\$ 295,332
First Year Training Fees	0.5%	\$ 98,444.14
Year 0 Service Fees including: Measurement and Verification, Maintenance, Performance Monitoring, On-going Training Services	1.0%	\$ 205,526
Contingency Costs	3.0%	\$ 590,665
Totals	19.1%	\$ 23,440,441

The total value of Hard Costs is defined in accordance with standard AIA definitions which include:

- Labor Costs**
- Subcontractor Costs**
- Costs of Materials and Equipment, Temporary Facilities and Related Items**
- Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, etc.**
- Taxes, Insurance, etc.**

NOTE: Percentages should include all mark-ups, overhead, and profit. Figures stated as a range (e.g. 2%-5%) are not acceptable

**ESCO's ANNUAL PROJECT CASH FLOW ANALYSIS
ENERGY PERFORMANCE CONTRACTING PROJECT**

Financed Project Costs:	<u>\$37,382,914</u>	Escalation Rate by Savings Category	
Finance Term:	<u>20 years</u>	Electric:	<u>3%</u>
Annual Interest Rate*:	<u>4.50%</u>	Natural Gas:	<u>3%</u>
Construction Months:	<u>23 months</u>	Steam:	<u>3%</u>
Annual Payment:	<u>\$1,434,379 (Year 1 Amount)</u>	Water:	<u>1%</u>
		Operations and Maintenance:	<u>3%</u>
		Other:	<u>N/A</u>
		Escalation Rate for Annual Fees:	<u>3%</u>

*Information provided by Cook County

Year	Electric Cost Savings	Natural Gas Cost Savings	Steam Cost Savings	Water Cost Savings	Other (Please Specify)	Operational Cost Savings	Total Cost Savings	Maintenance, Monitoring, M&V & Trainings	Guaranteed Cost Savings	Financing Payment	Net Savings
1	\$ 1,111,977	\$ 84,123	\$ 170,559	\$ 44,256	\$ -	\$ 88,702	\$ 1,499,617	\$ 34,478	\$ 1,499,617	\$ 1,398,861	\$ 100,756
2	\$ 1,145,336	\$ 86,646	\$ 175,676	\$ 44,699	\$ -	\$ 91,363	\$ 1,543,720	\$ 35,512	\$ 1,543,720	\$ 1,439,983	\$ 103,737
3	\$ 1,179,696	\$ 89,246	\$ 180,947	\$ 45,146	\$ -	\$ 94,104	\$ 1,589,138	\$ 36,578	\$ 1,589,138	\$ 1,482,326	\$ 106,811
4	\$ 1,215,087	\$ 91,923	\$ 186,375	\$ 45,597	\$ -	\$ 96,927	\$ 1,635,909	\$ 37,675	\$ 1,635,909	\$ 1,525,935	\$ 109,974
5	\$ 1,251,540	\$ 94,681	\$ 191,966	\$ 46,053	\$ -	\$ 99,835	\$ 1,684,074	\$ 38,805	\$ 1,684,074	\$ 1,570,842	\$ 113,232
6	\$ 1,289,086	\$ 97,521	\$ 197,725	\$ 46,514	\$ -	\$ 102,830	\$ 1,733,675	\$ 39,969	\$ 1,733,675	\$ 1,617,089	\$ 116,586
7	\$ 1,327,758	\$ 100,447	\$ 203,657	\$ 46,979	\$ -	\$ 105,914	\$ 1,784,755	\$ 41,169	\$ 1,784,755	\$ 1,664,712	\$ 120,043
8	\$ 1,367,591	\$ 103,460	\$ 209,767	\$ 47,449	\$ -	\$ 109,092	\$ 1,837,358	\$ 42,404	\$ 1,837,358	\$ 1,713,756	\$ 123,602
9	\$ 1,408,619	\$ 106,564	\$ 216,060	\$ 47,923	\$ -	\$ 112,365	\$ 1,891,530	\$ 43,676	\$ 1,891,530	\$ 1,764,262	\$ 127,268
10	\$ 1,450,877	\$ 109,761	\$ 222,541	\$ 48,402	\$ -	\$ 115,736	\$ 1,947,318	\$ 44,986	\$ 1,947,318	\$ 1,816,275	\$ 131,043
11	\$ 1,494,404	\$ 113,054	\$ 229,218	\$ 48,886	\$ -	\$ 119,208	\$ 2,004,769	\$ 46,336	\$ 2,004,769	\$ 1,869,839	\$ 134,930
12	\$ 1,539,236	\$ 116,445	\$ 236,094	\$ 49,375	\$ -	\$ 122,784	\$ 2,063,934	\$ 47,726	\$ 2,063,934	\$ 1,925,002	\$ 138,933
13	\$ 1,585,413	\$ 119,939	\$ 243,177	\$ 49,869	\$ -	\$ 126,467	\$ 2,124,865	\$ 49,157	\$ 2,124,865	\$ 1,981,810	\$ 143,055
14	\$ 1,632,975	\$ 123,537	\$ 250,472	\$ 50,368	\$ -	\$ 130,261	\$ 2,187,613	\$ 50,632	\$ 2,187,613	\$ 2,040,310	\$ 147,303
15	\$ 1,681,964	\$ 127,243	\$ 257,986	\$ 50,871	\$ -	\$ 134,169	\$ 2,252,235	\$ 52,151	\$ 2,252,235	\$ 2,100,559	\$ 151,676
16	\$ 1,732,423	\$ 131,060	\$ 265,726	\$ 51,380	\$ -	\$ 138,194	\$ 2,318,784	\$ 53,716	\$ 2,318,784	\$ 2,162,604	\$ 156,180
17	\$ 1,784,396	\$ 134,992	\$ 273,698	\$ 51,894	\$ -	\$ 142,340	\$ 2,387,320	\$ 55,327	\$ 2,387,320	\$ 2,226,502	\$ 160,818
18	\$ 1,837,928	\$ 139,042	\$ 281,909	\$ 52,413	\$ -	\$ 146,610	\$ 2,457,902	\$ 56,987	\$ 2,457,902	\$ 2,292,307	\$ 165,595
19	\$ 1,893,066	\$ 143,213	\$ 290,366	\$ 52,937	\$ -	\$ 151,009	\$ 2,530,591	\$ 58,697	\$ 2,530,591	\$ 2,360,074	\$ 170,516
20	\$ 1,949,858	\$ 147,510	\$ 299,077	\$ 53,466	\$ -	\$ 155,539	\$ 2,605,450	\$ 60,458	\$ 2,605,450	\$ 2,429,865	\$ 175,585
Total	\$29,879,229	\$2,260,407	\$4,582,997	\$974,475	\$ -	\$2,383,448	\$40,080,555	\$ 926,439	\$40,080,555	\$37,382,914	\$ 2,697,642

Attachment E - Insurance

Attachment F – Blank Forms to be used in the IGA

- Cost proposal for energy performance contract
- ESCO annual project cash flow analysis for energy performance contracting project

ESCO's COST PROPOSAL

COST PROPOSAL ENERGY PERFORMANCE CONTRACT
--

COUNTY NAME: _____ ESCO NAME: _____

VALUE OF HARD COSTS¹: \$ _____

Category of Service Fees	Estimated Percentage (%) of Hard Costs	Dollar (\$) Value of Service Fees
Investment Grade Energy Audit		
Design Engineering Fees		
Construction Management		
System Commissioning		
First Year Training Fees		
Annual Service Fees including: Measurement and Verification Maintenance Performance Monitoring On-going Training Services		
Contingency Costs		
Totals		

¹The total value of Hard Costs is defined in accordance with standard AIA definitions which include:

- Labor Costs
- Subcontractor Costs
- Costs of Materials and Equipment, Temporary Facilities and Related Items
- Miscellaneous Costs such as Permits, Bonds Taxes, Insurance, etc.

NOTE: Percentages should include all mark-ups, overhead, and profit. Figures stated as a range (e.g. 2%-5%) are not acceptable.

**ESCO's ANNUAL PROJECT CASH FLOW ANALYSIS
ENERGY PERFORMANCE CONTRACTING PROJECT**

Financed Project Costs: _____
 Finance Term: _____
 Annual Interest Rate: * _____
 Construction Months: _____
 Annual Payment: _____
 Escalation Rate by Savings Category
 Electric: _____
 Natural Gas: _____
 Steam: _____
 Water: _____
 Operations & Maintenance costs: _____
 Other (specify): _____
 Escalation Rate for Annual Fees: _____

* Information to be provided by County

Yr.	Electric Cost Savings	Natural Gas Cost Savings	Steam Cost Savings	Water Cost Savings	Other (Please Specify)	Operational Cost Savings	Total Cost Savings	Maintenance Monitoring, M&V, & Training Fees	Guaranteed Cost Savings	Financing Payment	Net Savings
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
Total											