

**NATURAL GAS SUPPLY AND MANAGEMENT  
AGREEMENT**

BETWEEN



**COOK COUNTY GOVERNMENT  
BUREAU OF ADMINISTRATION**

AND

**CONSTELLATION ENERGY SERVICES – NATURAL GAS, LLC**

**CONTRACT NO. 1528-14326**

# NATURAL GAS SUPPLY AND MANAGEMENT SERVICES AGREEMENT

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- Exhibit 1 Scope of Services
- Exhibit 2 Sample Transaction Confirmation
- Exhibit 3 Natural Gas Supply Account List
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Board Authorization
- Exhibit 6 Consulting and Auditing Certificate

## AGREEMENT

This Natural Gas Supply Agreement (“Agreement” or “Contract”) is made and entered into by and between the **County of Cook**, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as “County” and **Constellation Energy Services – Natural Gas, LLC**, a Delaware limited liability company doing business in the State of Illinois hereinafter referred to as “Contractor”, pursuant to authorization by the Cook County Board of Commissioners on **July 29, 2015** as evidenced by Board Authorization letter attached hereto as **EXHIBIT “5.”**

## BACKGROUND

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

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

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

### **TERMS AND CONDITIONS**

#### **ARTICLE 1) INCORPORATION OF BACKGROUND**

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

#### **ARTICLE 2) DEFINITIONS**

**a) Definitions**

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

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

approval of the Chief Procurement Officer in a written modification to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

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

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

"**Department**" means the Cook County Using Department.

"**Services**" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"**Subcontractor**" means any person or entity with whom Contractor contracts to provide any part of the Services, including subcontractors and subcontractors of any tier, suppliers and materials providers, whether or not in privity with Contractor. Subcontractor does not include the local distribution utility or regulated pipeline transmission providers or any upstream energy provider, all of which are subject to government regulation and/or tariffs. The Parties agree that as of the Effective Date there are no Subcontractors hereunder.

"**Transaction Confirmation**" or "Confirmation" means a form prepared and submitted by the Contractor subsequent to the County's request for natural gas and executed by both Parties which shall detail charges, penalties, supply price of the natural gas supplied by Contractor to the County, amount of the fixed fee per kilowatt hour in addition to the market costs paid by Contractor, the amount of any imbalance penalties and/or bandwidth ("Material Change") distribution and transmission losses and must be agreed to by the County.

**b) Interpretation**

- i) The term "**include**" (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any table of contents or marginal notes appended to it, are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.

v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.

vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

**c) Incorporation of Exhibits**

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

Exhibit 1	Scope of Services
Exhibit 2	Sample Transaction Confirmation
Exhibit 3	Natural Gas Supply Account List
Exhibit 4	Evidence of Insurance
Exhibit 5	Board Authorization
Exhibit 6	Consulting and Auditing Certificate

**ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

**a) Scope of Services**

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, for those accounts listed in a Transaction Confirmation, a sample of which is attached hereto as Exhibit 2 and incorporated by reference as if fully set forth here.

**b) Deliverables**

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "Deliverables" include reconciled bills and invoices, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for

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

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

**c) Standard of Performance**

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County.

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

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

**d) Personnel**

**i) Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent

personnel that is fully equipped, available as needed, qualified and assigned to perform the Services. Contractor's current list of Key Personnel is provided in Exhibit 1. Scope of Services

ii) **Key Personnel**

Contractor may reassign or replace Key Personnel without the written consent of the County. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d (ii) and set forth in Exhibit 1, Scope of Services. The Department may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement.

iii) **Salaries and Wages**

Contractor and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d (iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

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

In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Contractor's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Contractor must utilize minority and women's business enterprises at the greater of the amounts committed to by the Contractor for this Agreement in accordance with Section 1 of the Economic Disclosure Statement. The Parties agree, for clarity, that any MBE/WBE supply purchases shall be detailed on a Confirmation and that the purchase shall be for a percentage of the Accounts' metered usage for the Term identified on the Confirmation (rather than a dollar amount).

f) **Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Agreement.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise. The Parties agree that no Subcontractors are intended hereunder and there are no Subcontractors as of the date of this Agreement.

Upon expiration of the initial term of this Agreement and all subsequent renewals, if any of this Agreement, the Cook County Department of Risk Management reserves the right to change, alter, modify, or delete the insurance requirements by amending this Agreement in accordance with Article 10. c, Modifications and Amendments, provided that such change is reasonable and commercially available and consistent with past claims. Contractor may elect to self-insure all or a portion of the insurance coverages and limits required below. Any deductibles or self-insured retentions must be declared to and approved by the Cook County Risk Management Department. Contractor is responsible for any deductible or self-insured retention.

**Coverages**

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- (1) Employers' Liability coverage with a limit of
  - \$500,000 each Accident
  - \$500,000 each Employee
  - \$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- (c) Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Excess Liability**

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$1,000,000
General Aggregate	\$1,000,000

(e) **Professional**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional

services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$5,000,000 per claim with a deductible of not more than \$200,000. If any such policy is written on a claims made form, the retroactive date shall be prior to or coincident with the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal. Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

**Additional requirements**

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, must name Cook County, its officials, employees and agents as an additional insured with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification and Limitation of Liability**

Contractor shall indemnify, defend, and hold harmless the County from and against any claims arising from or out of any event, circumstance, act or incident first occurring or existing prior to the time the natural gas reaches the interstate transmission pipeline /Utility interconnect.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, NEITHER COUNTY NOR CONTRACTOR NOR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES OR AFFILIATES (OR THEIR RESPECTIVE PARTNERS, OWNERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES), SHALL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY OR TO ITS PARENTS, PARTNERS, , OWNERS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS, OR TO ANY OF THEIR RESPECTIVE INSURERS, FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON PERFORMANCE OF THIS AGREEMENT, OR ANYTHING DONE IN CONNECTION HEREWITH, IRRESPECTIVE OF WHETHER SUCH CLAIMS OR DAMAGES ARE BASED UPON BREACH OF WARRANTY, TORT INCLUDING WITHOUT LIMITATION NEGLIGENCE, WHETHER OF SELLER, BUYER, OR OTHERS STRICT LIABILITY, CONTRACT, OPERATION OF LAW OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING

BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**h) 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. Notwithstanding the foregoing, Contractor retains all intellectual property rights in its Proprietary Tools used to create studies, reports, work product. Contractor's Proprietary Tools include Contractor's ideas, concepts, know-how, methods, methodologies, algorithms, formulae, software, documentation, work papers, notes, databases, processes, specifications, report formats, document formats and techniques used in the performance of this Agreement.

**i) Patents, Copyrights and Licenses**

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

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and

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

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this 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.

**j) Examination of Records and Audits**

Upon the County providing reasonable notice, 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 during Contractor's regular business hours at the County's costs. 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.

**k) 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.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this 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 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.

**l) Professional Social Services**

**[INTENTIONALLY OMITTED]**

**ARTICLE 4) TERM OF PERFORMANCE**

**a) Term of Performance**

This Agreement takes effect when approved by the Cook County Board and its term shall begin on May 1, 2016 ("**Effective Date**") and continue until April 30, 2019 or until this Agreement is terminated in accordance with its terms, whichever occurs first, provided however, the Parties acknowledge that the natural gas supply pursuant to this Agreement shall commence on the first meter read following the Effective Date and shall end with the April 2019 meter reads (subject to Article 4(c) below. Notwithstanding the foregoing, upon approval of this Agreement by the County Board, the County can work with the Contractor to secure natural gas pricing on a Confirmation that shall take effect starting with the first meter reads for all accounts on or after May 1, 2016 through April 30, 2019 meter read cycles for all accounts.

**b) Timeliness of Performance**

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

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

**c) Agreement Extension Option**

The Chief Procurement Officer may at any time before this Agreement expires elect to renew this Agreement for up to two additional one-year periods under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. Any such renewal shall require mutual agreement of the Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the renewal in accordance with the provisions of Section 10.c.

**ARTICLE 5) COMPENSATION**

**a) Basis of Payment**

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

Subsequent to the County's request for natural gas, Contractor shall prepare and submit to the County a Transaction Confirmation in a form and containing the details substantially similar to that attached as Exhibit 2

**b) Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in this Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. Contractor shall invoice the County for all natural gas costs including the commodity, transmission, distribution costs, service fees and all applicable Taxes itemized for each facility account, as detailed in Exhibit 1. Bills must have all back up information including, but not limited to the usage, distribution utility costs, natural gas commodity costs, service fees, and all applicable Taxes itemized for each facility account. Contractor shall invoice the County monthly on actual usage, and not on an estimated basis, to the extent Utility has made such actual usage information available. Contractor shall provide monthly invoices. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties. County's payment is due on or before forty five (45) days after the date of Contractor's invoice.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies or equipment set forth in the Contract to the Using Agency, or that it has properly performed the services set forth in the Contract. The invoice must also reflect the dates and amount of time expended in the provision of services under the Contract. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any Services, it has provided to the County pursuant to its Contract, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**c) Funding**

Payments under this Agreement must not exceed the pricing detailed in Exhibit 1 and an effective Confirmation hereto without a written amendment in accordance with Section 10.c.

**d) Non-Appropriation**

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

**e) Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and

Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05. In the event any future taxes are applicable to the sale and purchase of natural gas hereunder, Contactor may pass the same through to the County upon provision of written proof of the change.

**f) Price Reduction**

[INTENTIONALLY OMITTED]

**g) Contractor Credits**

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

**ARTICLE 6) 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 and, for the purposes of clarity, nothing herein shall prohibit any such action at law or in equity by Contractor. 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 7) 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 8) SPECIAL CONDITIONS**

### **a) Warranties and Representations**

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

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;

vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

**b) Ethics**

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

(1) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.

(2) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

**c) Joint and Several Liability**

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor 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, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

**e) Conflicts of Interest**

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

ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**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) **[INTENTIONALLY OMITTED]**

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 Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.

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

**f) Non-Liability of Public Officials**

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

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, FORCE MAJEURE AND RIGHT TO OFFSET**

**a) Events of Default Defined**

The following constitute events of default with respect to Contractor:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
  - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
  - (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
  - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
  - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
  - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
- iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
- (v) Failure to comply with Article 7 in the performance of the Agreement.

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

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

- i) County's failure to perform any material obligation under this Agreement.
- ii) County's failure to pay timely under this Agreement.
- iii) County's failure to take natural gas with respect any Account or all Accounts identified hereunder.
- iv) County's material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by the County to the Contractor.

**b) Remedies**

The occurrence of any event of default by a party (the Defaulting Party") permits the other party (the "Non Defaulting Party"), at its sole option, to declare the Defaulting Party in default. The Non-Defaulting Party may in his sole discretion give the Defaulting Party Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Non- Defaulting Party. Whether to declare the Defaulting Party in default is within the sole discretion of the Non- Defaulting Party.

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

Following notice of a default to, the Defaulting Party, the Non-Defaulting Party reserves the right to suspend performance until such time as the Defaulting Party has cured the breach or

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

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

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

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

**c) Early Termination**

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

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

**d) Force Majeure**

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

Force Majeure shall not excuse the County's failure to make payments in a timely manner for Energy supplied by the Contractor before a Force Majeure event, or during a Force Majeure event, provided any energy is delivered and received pursuant to the terms of the Agreement and any effective Confirmation. The claiming Party must provide the other Party with written notice of the Force Majeure as soon as practicable, which notice shall contain reasonably full particulars of the Force Majeure, including the estimated duration. Further, if the Force Majeure extends beyond 30 days, the non-claiming Party may terminate this Agreement.

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor 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. Contractor 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 Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor 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, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

**e) Right to Offset**

Without limiting its rights under this Agreement, the County may set-off any and all amounts that the Contractor owes to it (whether under this Agreement or otherwise and whether or not then due) against any or all amounts the County owes the Contractor. This provision shall be without prejudice and in to any right of setoff, combination of accounts, lien or other rights to which the County is otherwise entitled, whether by operation of law, contract or otherwise.

**f.) Delays**

**[INTENTIONALLY OMITTED]**

**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 10) 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. In the event of any conflict between a Confirmation and this Agreement, the Confirmation shall control.

**ii) No Collateral Agreements**

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to: (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement; (ii) the nature of the Services to be performed; (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement; (iv) the general conditions which may in any way affect this Agreement or its performance; (v) the compensation provisions of this Agreement; or (vi) any other matters, whether similar to or different from those referred to in (i) through (vi) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

**iii) No Omissions**

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

**b) Counterparts**

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

**c) Modifications and Amendments**

The parties may 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.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section **10.c. Modifications and Amendments**, no County department or employee thereof has authority to make any modification or amendment to this 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**

Contractor must at all times cooperate fully with the County and act in a commercially reasonable manner and consistent with the duties imposed upon the Contractor as an alternate retail natural gas supplier. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Department in connection with the termination or expiration.

**h) Waiver**

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

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

**i) Independent Contractor**

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

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

- i) The County will not be liable, to a third party, under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

**j) Governmental Joint Purchasing Agreement**

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract, provided that such units of government enter into a separate contract with Contractor, and such contract may include different pricing.

**ARTICLE 11) NOTICES**

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.

If to the County: Cook County Bureau of Administration  
118 North Clark Street, Room 806  
Chicago, Illinois 60602  
Attention: Jerry Pray, Senior Industrial Engineer

and

Cook County Chief Procurement Officer  
118 North Clark Street. Room 1018  
Chicago, Illinois 60602  
(Include County Contract Number on all notices)

If to Contractor: Constellation Energy Services – Natural Gas, LLC  
9960 Corporate Campus Drive, Suite 2000  
Louisville, KY 40223  
Attention: Contract Administration

And Constellation Energy Services – Natural Gas, LLC  
9960 Corporate Campus Drive, Suite 2000  
Louisville, KY 40223  
Attention: Assistant General Counsel

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

#### **ARTICLE 12) AUTHORITY**

Execution of this Agreement by Contractor 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 Contractor have been made with complete and full authority to commit Contractor 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.

**COOK COUNTY  
ECONOMIC DISCLOSURE STATEMENT  
AND EXECUTION DOCUMENT  
INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
1	<u>Instructions for Completion of EDS</u>	EDS i - ii ✓
2	Certifications	EDS 1-2 ✓
3	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 3 - 12 ✓
4	Contract and EDS Execution Page	EDS 13-15 ✓
5	Cook County Signature Page	EDS 16 ✓

**SECTION 1**  
**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 Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

**Definitions.** 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, as applicable.

*Affiliate* means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

*Applicant* means a person who executes this EDS.

*Bidder* means any person who submits a Bid.

*Code* means the Code of Ordinances, Cook County, Illinois available on [municode.com](http://municode.com).

*Contract* shall include any written document to make Procurements by or on behalf of Cook County.

*Contractor or Contracting Party* means a person that enters into a Contract with the County.

*Control* means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

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

*Joint Venture* means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

*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 who lobbies.

*Person or Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*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.

*Proposal* means a response to an RFP.

*Proposer* means a person submitting a Proposal.

*Response* means response to an RFQ.

*Respondent* means a person responding to an RFQ.

*RFP* means a Request for Proposals issued pursuant to this Procurement Code.

*RFQ* means a Request for Qualifications issued to obtain the qualifications of interested parties.

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

**Section 1: Instructions.** Section 1 sets forth the instructions for completing and executing this EDS.

**Section 2: Certifications.** Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. 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 3: Economic and Other Disclosures Statement.** Section 3 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 Applicant to the warranties, representations, agreements and acknowledgements contained therein.

**Required Updates.** The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

**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, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at [cookcountyil.gov/ethics-board-of](http://cookcountyil.gov/ethics-board-of).

**Authorized Signers of Contract and EDS Execution Page.** If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. 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.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CONSTELLATION ENERGY SERVICES -  
NATURAL GAS, LLC

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT 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 APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

**B. BID-RIGGING OR BID ROTATING**

**THE APPLICANT HEREBY CERTIFIES THAT:** *In accordance with 720 ILCS 5/33 E-11, neither the Applicant 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 APPLICANT HEREBY CERTIFIES THAT:** The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

**D. DELINQUENCY IN PAYMENT OF TAXES**

*THE APPLICANT HEREBY CERTIFIES THAT: The Applicant 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 34-171.*

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

**G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)**

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

**H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)**

**THE APPLICANT CERTIFIES THAT:** It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at [www.municode.com](http://www.municode.com).

**J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;**

Unless expressly waived by the Cook County Board of Commissioners, 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 annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, 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.

**SECTION 3**  
**REQUIRED DISCLOSURES**

*CONSTELLATION ENERGY SERVICES -  
NATURAL GAS, LLC*

**1. DISCLOSURE OF LOBBYIST CONTACTS**

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

Name	Address
<i>NONE</i>	
_____	
_____	
_____	

**2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)**

*Local business* means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

a) Is Applicant a "Local Business" as defined above?

Yes: \_\_\_\_\_ No:

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

*IS NO, BUT DOES HAVE AN OFFICE IN COOK COUNTY*      *20 N Wacker Dr*  
*o*      *Suite 2100*  
*Chicago, IL 60606*

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

Yes: \_\_\_\_\_ No:

**3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)**

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-5) and complete the Affidavit, based on the instructions in the Affidavit.**

**4. REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant 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 Applicant in Cook County:

PERMANENT INDEX NUMBER(S): N/A (NONE)

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

**5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant 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 Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant 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.

"Person" "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. A Person 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 CONSTELLATION ENERGY SERVICES - NATURAL GAS, LLC } FORMERLY INTEGRAYS ENERGY SERVICES - NATURAL GAS, LLC  
 D/B/A: NOTE - THE NAME CHANGED ON APRIL 1, 2015 FEIN NO/SSN (LAST FOUR DIGITS): 39-1802356  
 Street Address: 1716 LAWRENCE DRIVE, PO BOX 6025  
 City: DE PERE State: WI Zip Code: 54115  
 Phone No.: 920-617-6100 Fax Number: 920-617-6070 Email: Raimond.Suenda@Constellation.com

Cook County Business Registration Number: \_\_\_\_\_  
 (Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): \_\_\_\_\_

**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 Person 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
EXELON CORPORATION (NOTE - A PUBLICLY TRADED SEC REPORTING COMPANY)	10 SOUTH DEARBORN ST PO Box 805379 CHICAGO, IL 60680-5379	100% OWNERSHIP (WAS EFFECTIVE 11/1/14)

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

**Corporate Officers, Members and Partners Information:**

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
CONSTELLATION ENERGY SERVICES, INC	201716 LAWRENCE DR DE PERE, WI 53115	MEMBER - 100% OWNER	ONGOING OWNERSHIP

NOTE - CONSTELLATION ENERGY SERVICES, INC IS 100% INDIRECTLY OWNED BY EXELON CORPORATION

**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.

KEVIN WATSON  
Name of Authorized Applicant/Holder Representative (please print or type)

ok KLW  
Signature

\_\_\_\_\_  
E-mail address

Subscribed to and sworn before me  
this 24th day of June, 2015.

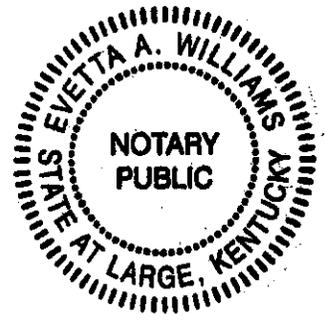
x Evetta Williams  
Notary Public Signature

VP & CHIEF COMMERCIAL OFFICER  
Title

6/24/15  
Date

\_\_\_\_\_  
Phone Number

My commission expires:  
March 1, 2017  
Notary Seal





**COOK COUNTY BOARD OF ETHICS**  
69 W. WASHINGTON STREET, SUITE 3040  
CHICAGO, ILLINOIS 60602  
312/603-4304 Office 312/603-9988 Fax

### **FAMILIAL RELATIONSHIP DISCLOSURE PROVISION**

#### **Nepotism Disclosure Requirement:**

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

#### **Additional Definitions:**

*"Familial relationship"* means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- |                                  |  |                                       |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent  | <input type="checkbox"/> Grandparent     | <input type="checkbox"/> Stepfather   |
| <input type="checkbox"/> Child   | <input type="checkbox"/> Grandchild      | <input type="checkbox"/> Stepmother   |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law   | <input type="checkbox"/> Stepson      |
| <input type="checkbox"/> Sister  | <input type="checkbox"/> Mother-in-law   | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt    | <input type="checkbox"/> Son-in-law      | <input type="checkbox"/> Stepbrother  |
| <input type="checkbox"/> Uncle   | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister   |
| <input type="checkbox"/> Niece   | <input type="checkbox"/> Brother-in-law  | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew  | <input type="checkbox"/> Sister-in-law   | <input type="checkbox"/> Half-sister  |

COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: Constellation Energy Services - Natural Gas, LLC

Address of Person Doing Business with the County: 1716 LAWRENCE DRIVE, DE PERE, WI 54115

Phone number of Person Doing Business with the County: 920-617-6100

Email address of Person Doing Business with the County: Raymond.Suena@Constellation.com

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Raymond Suena Manager DIVERSE BUSINESS ENABLEMENT

1716 LAWRENCE DR, PO BOX 6025, DE PERE, WI 54115 920-617-6117

Raymond.Suena@Constellation.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: \_\_\_\_\_

Supply NATURAL GAS TO COOK COUNTY RFP 1528-14326

The aggregate dollar value of the business you are doing or seeking to do with the County: \$16,000,000 (approx)

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: \_\_\_\_\_

Chong, Assistant Procurement Officer (312-603-2391) Chong@CookCountyIL.gov

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: \_\_\_\_\_

Chong, Assistant Procurement Officer (312-603-2391) Chong@CookCountyIL.gov

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

The Person Doing Business with the County is an individual and there is no familial relationship between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

The Person Doing Business with the County is a business entity and there is no familial relationship between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS  
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- The Person Doing Business with the County **is an individual** and **there is a familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
<u>N/A</u>			

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

- The Person Doing Business with the County **is a business entity** and **there is a familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
<u>N/A</u>			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*



**MBE/WBE UTILIZATION PLAN (SECTION 1)** *INSTALLATION ENERGY SERVICES - NATURAL GAS LLC*

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: RLD RESOURCES, LLC

Address: 333 N Michigan Ave, Suite 1810, Chicago, IL 60606

E-mail: CFREEMAN@RLDRESOURCES.COM

Contact Person: CAROL FREEMAN Phone: 312-795-0798

Dollar Amount Participation: \$ Approximately \$3,580,000 BUT WILL BE DETERMINED BY USAGE

Percent Amount of Participation: 25% OF ACCOUNTS METERED USAGE VOLUME % VOLUME

\*Letter of Intent attached? Yes  No

\*Letter of Certification attached? Yes  No

MBE/WBE Firm: BEACON ENERGY, LLC

Address: 4320 Winfield Road, Suite 200, Woodridge, IL 60555

E-mail: JEAN@BEACONENERGY.COM

Contact Person: JEAN BEACON Phone: 708-689-1010

Dollar Amount Participation: \$ Approximately \$1,430,000 BUT WILL BE DETERMINED BY USAGE

Percent Amount of Participation: 10% OF ACCOUNTS METERED USAGE VOLUME % VOLUME

\*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 three (3) business days after the Bid Opening date.

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: RLD RESOURCES, LLC Certifying Agency: City of Chicago  
Address: 333 N Michigan Ave, Suite 1810 Certification Expiration Date: 11/1/2018  
City/State: Chicago, IL Zip: 60606 FEIN #: 36-4328691  
Phone: 312-795-0798 Fax: 800-282-6415 Contact Person: Carol Freeman  
Email: CFREEMAN@RLDRESOURCES.COM Contract #: 312-795-0798

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: N/A

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

NATURAL GAS SUPPLY FOR THREE YEAR CONTRACT - COMMODITY ONLY

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

TEAM - THREE YEAR CONTRACT  
25% OF THE ACCOUNTS METERED USAGE VOLUME  
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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]  
Signature (M/WBE)  
Richard H. Dent  
Print Name  
RLD Resources, LLC  
Firm Name  
7/1/15  
Date

[Signature]  
Signature (Prime Bidder/Proposer)  
KEVIN WATSON  
Print Name  
CONSTELLATION ENERGY SERVICES -  
NATURAL GAS, LLC  
Firm Name  
6/24/15  
Date

Subscribed and sworn before me

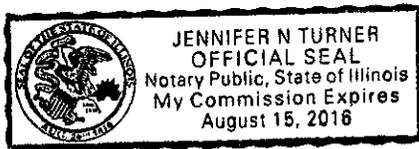
this 1<sup>st</sup> day of July, 20 15.  
Notary Public: Jennifer N. Turner

SEAL

Subscribed and sworn before me

this 24<sup>th</sup> day of June, 20 15.  
Notary Public: Evetta A. Williams

SEAL



**Vendor Information**

CLOSE WINDOW

 HELP

**Vendor Information**

Business Name **RLD Resources, L.L.C.**  
 Owner **Mr. Richard Dent**  
 Address **333 North Michigan Avenue, Suite 2800**  
 > [Map This Address](#) **Chicago, IL 60601-3947**  
 Phone **312-785-0798**  
 Fax **800-282-6415**  
 Email [rdent@rldresources.com](mailto:rdent@rldresources.com)  
 Website <http://www.rldresources.com>

**Certification Information**

Certifying Agency **City of Chicago**  
 Certification Type **MBE - Minority Business Enterprise**  
 Certification Date **10/31/2013**  
 Renewal/Anniversary Date **11/1/2014**  
 Expiration Date **11/1/2018**  
 Certified Business Description **NAICS 221112 Fossil Fuel Electric Power Generation  
 NAICS 221118 Other Electric Power Generation  
 NAICS 221122 Electric power distributor  
 NAICS 221210 Natural gas Marketers, brokers  
 NAICS 541618 Telecommunications management consulting services  
 NAICS 541690 Energy consulting services  
 NAICS 541820 Public relations consulting services**

**Commodity Codes**

NAICS 221112 Fossil Fuel Electric Power Generation ([More](#))  
 NAICS 221122 Distribution of electric power ([More](#))  
 NAICS 221122 Electric power brokers ([More](#))  
 NAICS 221210 Natural gas brokers ([More](#))  
 NAICS 221210 Natural gas marketers ([More](#))  
 NAICS 541618 Telecommunications management consulting services ([More](#))  
 NAICS 541690 Energy consulting services ([More](#))  
 NAICS 541820 Public relations consulting services ([More](#))

**Customer Support**

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COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: BEACOM ENERGY, LLC  
Address: 4330 Winfield Rd, Ste 200  
City/State: WARRENVILLE, IL Zip 60555  
Phone: 708-689-1010 Fax: 708-406-1597  
Email: JEAN.BEACOM@ENERGY.COM

Certifying Agency: Cook County  
Certification Expiration Date: 9/18/19  
FEIN #: 36-4416735  
Contact Person: JEAN BEACOM  
Contract #: 708-689-1010

Participation:  Direct  Indirect

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

No  Yes - Please attach explanation. Proposed Subcontractor: N/A

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

NATURAL GAS SUPPLY FOR THREE YEAR CONTRACT - COMMODITY ONLY

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

TERM - THREE YEAR CONTRACT  
10% OF THE ACCOUNT'S METERED USAGE VOLUME  
(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

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.

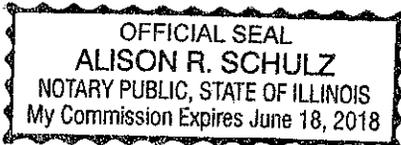
Jean Beacom  
Signature (M/WBE)  
Jean Beacom  
Print Name  
Beacom Energy Inc  
Firm Name  
7/1/2015  
Date

Kevin Watson  
Signature (Prime Bidder/Proposer)  
KEVIN WATSON  
Print Name  
CONSTELLATION ENERGY SERVICES -  
NATURAL GAS, LLC  
Firm Name  
6/24/15  
Date

Subscribed and sworn before me AS  
this 1<sup>st</sup> day of July, 2015.  
Notary Public Alison R. Schulz

Subscribed and sworn before me  
this 24<sup>th</sup> day of June, 2015.  
Notary Public Evetta A. Williams

SEAL



SEAL



## Vendor Information



### Vendor Information

**Business Name**                    **Beacom Energy, Inc.**  
**Owner**                                **Ms. Jean Beacom**  
**Address**                              **4320 Winfield Road**  
    > [Map This Address](#)        **Suite 200**  
        **Warrenville, IL 60555-4023**  
**Phone**                                 **708-689-1010**  
**Fax**                                      **708-406-1597**  
**Email**                                 [jean@beacomenergy.com](mailto:jean@beacomenergy.com)  
**Website**                              [www.beacomenergy.com](http://www.beacomenergy.com)

### Certification Information

**Certifying Agency**                **Cook County**  
**Certification Type**                **WBE - Women Business Enterprise**  
**Certification Date**                **9/18/2014**  
**Renewal/Anniversary Date**      **9/18/2015**  
**Expiration Date**                   **9/18/2019**  
**Certified Business Description**    **Professional Services: Energy Consulting and Utilities Management Consulting Services**

### Commodity Codes

Code	Description
NAICS 541618	Utilities management consulting services ( <a href="#">More</a> )
NAICS 541690	Other Scientific and Technical Consulting Services ( <a href="#">More</a> )

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### **Customer Support**

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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

BRIDGET 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 DOODY GORMAN

17th District

September 18, 2014

Ms. Jean Beacom, President  
Beacom Energy, Inc.  
4320 Winfield Road, Suite 200  
Warrenville, IL 60564

Re: **Annual Certification Expires: September 18, 2015**

Dear Ms. Beacom:

We are pleased to inform you that **Beacom Energy, Inc.** has been certified as a **Woman-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **September 18, 2019**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification during this five (5) year term, you must file a **"No Change Affidavit"** within sixty (60) business days prior to the date of Annual Certification 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 change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

Cook County Government may commence action to remove your firm as a **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 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 certified firms in the following area(s) of specialty:

**Professional Services: Energy Consulting and Utilities Management Consulting Services**

Your firm's participation on Cook County contracts will be credited toward **WBE** goals in your area(s) of specialty. While your participation on Cook County contracts is not limited to your specialty, credit toward **WBE** goals will be given only for work performed in the specialty category.

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

Sincerely,

Jacqueline Gomez  
Contract Compliance Director

JG/lar

**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

*N/A*  
*CONSTELLATION ENERGY SERVICES - NATURAL GAS, LLC*

**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.

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**  
 Disqualification  
 Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: 1528-14326	Date: 7/22/15
Total Bid or Proposal Amount: EST \$14,320,000.00	Contract Title: Supply NATURAL GAS
Contractor: CONSTELLATION ENERGY SERVICES - NATURAL GAS LLC	Subcontractor/Supplier/ Subconsultant to be added or substitute: BEACOM ENERGY, INC
Authorized Contact for Contractor: PATRICK LIVERNOIS	Authorized Contact for Subcontractor/Supplier/ Subconsultant: JEAN BEACOM
Email Address (Contractor): PATRICK.LIVRNOISE@CONSTELLATION.COM	Email Address (Subcontractor): JEAN.BEACOM@ENERGY.COM
Company Address (Contractor): 1716 LAWRENCE DR - P.O. BOX 6035	Company Address (Subcontractor): 4320 WHITFIELD ROAD, SUITE 200
City, State and Zip (Contractor): DE PERE, WI 53115	City, State and Zip (Subcontractor): WARRENVILLE, IL 60555
Telephone and Fax (Contractor): 734-761-2508 FAX 312-681-1993	Telephone and Fax (Subcontractor): 708-689-1010 708-406-2597
Estimated Start and Completion Dates (Contractor): MAY 1, 2016 APRIL 30, 2019	Estimated Start and Completion Dates (Subcontractor): MAY 1, 2016 APRIL 30, 2019

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
Supply NATURAL Gas commodity BASED ON A PERCENTAGE <sup>of Accounts</sup> <sup>INSTALLED</sup> <sup>USAGE</sup>	\$1,430,000

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor Name: CONSTELLATION ENERGY SERVICES - NATURAL GAS, LLC  
 Title: Asst. Secretary  
 Prime Contractor Signature: [Signature] Date: 07/23/2015

**Cook County  
Office of the Chief Procurement Officer  
Identification of Subcontractor/Supplier/Subconsultant Form**

**OCPO ONLY:**  
 Disqualification  
 Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: <u>1528-14326</u>	Date: <u>7/23/15</u>
Total Bid or Proposal Amount: <u>EST \$14,320,000.00</u>	Contract Title: <u>Supply NATURAL GAS</u>
Contractor: <u>CONSTELLATION ENERGY SERVICES - NATURAL GAS LLC</u>	Subcontractor/Supplier/ Subconsultant to be added or substitute: <u>RLD RESOURCES, LLC</u>
Authorized Contact for Contractor: <u>PATRICK LIVERNOIS</u>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: <u>CAROL FREEMAN</u>
Email Address (Contractor): <u>PATRICK.LIVERN@CONSTELLATION.COM</u>	Email Address (Subcontractor): <u>CFREEMAN@RLDRESOURCES.COM</u>
Company Address (Contractor): <u>1716 LAWRENCE DR - P.O. BOX 6025</u>	Company Address (Subcontractor): <u>333 N. Michigan Ave, Suite 1810</u>
City, State and Zip (Contractor): <u>DE PERE, WI 54115</u>	City, State and Zip (Subcontractor): <u>Chicago, IL 60606</u>
Telephone and Fax (Contractor): <u>734-761-2508 Fax 312-681-1993</u>	Telephone and Fax (Subcontractor): <u>312-795-0798 800-282-6515</u>
Estimated Start and Completion Dates (Contractor): <u>MAY 1, 2016 APRIL 30, 2019</u>	Estimated Start and Completion Dates (Subcontractor): <u>MAY 1, 2016 APRIL 30, 2019</u>

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
<u>Supply NATURAL Gas commodity BASED ON A PERCENTAGE <sup>of Accounts</sup> <sub>INTEREST Usage</sub></u>	<u>\$3,580,000</u>

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor CONSTELLATION ENERGY SERVICES - NATURAL GAS, LLC  
 Name \_\_\_\_\_  
 Title Asst. Secretary  
 Prime Contractor Signature \_\_\_\_\_ Date 7/23/2015



**CONSTELLATION ENERGY SERVICES – NATURAL GAS, LLC  
CERTIFICATE OF INCUMBENCY**

I, Lawrence Bachman, do hereby certify that I am a duly elected, qualified and acting Assistant Secretary of Constellation Energy Services – Natural Gas, LLC, a limited liability company organized and existing under the laws of Delaware, and do hereby certify that the following is a duly elected, qualified and acting officer of Constellation Energy Services – Natural Gas, LLC:

**Name of Officer**

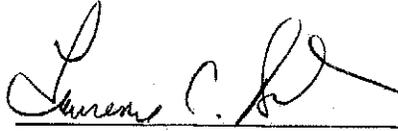
Joseph Kirwan

**Office**

Assistant Secretary

IN WITNESS WHEREOF, I have hereunto set my hand this 23<sup>rd</sup> day of July, 2015.

By:



\_\_\_\_\_  
Lawrence Bachman  
Assistant Secretary

**INTEGRYS ENERGY SERVICES - NATURAL GAS, LLC  
UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS IN LIEU OF MEETING**

**THE UNDERSIGNED**, being all of the members of the board of directors (the "Board") of Integrys Energy Services - Natural Gas, LLC, a Delaware limited liability company (the "Company"), hereby waive the calling and holding of a special meeting of the Board, execute this unanimous written consent in lieu thereof, consent to the following action and direct that this consent be filed with the minutes of proceedings of the Company.

**ADOPTION OF NAME CHANGE**

**RESOLVED**, that the Board, deems it advisable and in the best interest of the Company for the Company to change its name to Constellation Energy Services – Natural Gas, LLC.

**RESOLVED**, that all of the officers of the Company are, and each of them hereby is, authorized, and directed, acting alone, in the name and on behalf of the Company, to prepare, execute, file any and all documents, and to do and perform all such further acts and things as in their judgment, shall be deemed necessary to carry out the intent and purposes of the foregoing resolutions, and any or all of the transactions contemplated therein, the authority thereof to be conclusively evidenced by the execution and delivery of such documents or the taking of such action.

**ELECTION OF OFFICERS**

**RESOLVED**, that the following persons are hereby elected to the office set forth beside their name, exercising such power as may be designated to them, to hold such office until the earlier of their death, resignation, removal or election of their successor in office:

<b>Name</b>	<b>Title</b>
Mark P. Huston	President
David Ellsworth	Chief Operating Officer
Kevin Watson	Chief Commercial Officer and Vice President
Bryan P. Wright	Chief Financial Officer
Thomas D. Terry, Jr.	Vice President, Taxes
Denis Eischen	Assistant Vice President, Taxes
Robert Kleczynski	Assistant Vice President, Taxes
Alexander Stavrou	Assistant Vice President, Taxes
Stacie M. Frank	Treasurer
Bruce G. Wilson	Secretary
Kathleen Abbott	Assistant Treasurer
Shane Smith	Assistant Treasurer
Lawrence Bachman	Assistant Secretary
Paul Bonney	Assistant Secretary
Nina Jezic	Assistant Secretary
Joseph Kirwan	Assistant Secretary
Scott N. Peters	Assistant Secretary



**RESOLVED**, that each of the Officers of the Company, or such other persons as any Officer may delegate, is authorized to invest any surplus cash of the Company as may be deemed necessary or desirable.

**OMNIBUS RESOLUTIONS**

**RESOLVED**, that the officers of the Company, and each of them, acting alone or together with one or more such other officers, are authorized to take or cause to be taken all such actions as in the judgment of such officer or officers may be necessary, desirable or convenient in order to carry out the purpose of the foregoing resolution, and the doing of such action shall be conclusive evidence that the same are in all respects fully authorized and approved.

**RESOLVED**, that any and all action taken by such person as such officer on behalf of the Company prior to the date of this consent and since the effective date of his or her appointment are hereby ratified, confirmed, adopted and approved as the acts and deeds of the Company.

**RESOLVED**, that this Consent may be executed in any number of counterparts with the same effect as if the signatures thereto were upon the same instrument, but all such counterparts.

Dated as of November 3, 2014

**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 3 DAY OF August, 2015.

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

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

1528-14326

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

\_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$72,000.00  
(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

## Exhibit 1 Scope of Services

## Scope of Services

**Overview:** The County intends to buy Natural Gas for seventeen major facilities (average annual usage of 13.3 million therms, which are identified in the Natural Gas Supply Account List as described in Exhibit 3 – Group 1. Due to the fact that natural gas needs of the County can fluctuate, the quantities identified herein are based upon past usage. Although the County anticipates future needs to be consistent with historical usage, Contractor shall meet all of the natural gas needs of the County at the designated locations or any new locations during the entire term of the Contract.

It is the intent of the County to continue processing one consolidated, monthly bill for all natural gas costs including the commodity, transmission, and distribution. The Contractor shall provide a consolidated bill including, but not limited to all back up information usage, commodity cost, transmission, distribution, and taxes.

The Contractor shall review the County's natural gas accounts receiving supply through the LDC to determine if any cost savings can be achieved by placing these accounts on alternative supply (Exhibit 3 – Group 2). Exhibit 3 may be amended from time to time by the County, with notice to Contractor.

**Key Personnel:** Subject to change from time to time, current key personnel are as follows:

Patrick Livernois, Senior Business Development Manager

Lise Smolak, Senior Account Manager

Kirsten Young, Director of Regional Sales

Michael Bottger, Manager of Natural Gas Supply

Sidney Garber, Senior Analyst, Invoicing

Claudia Zelinka, Collections Analyst

### **Basis of Payment**

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

### **Scope of Service**

- Provide primary firm non-recallable gas supply, including storage withdrawal rights if applicable, to meet the County's Gas needs.
- Make all arrangements as necessary on behalf of the County for delivery of 100 percent of the County's transportation Natural Gas needs.
- Consult with the County before executing any energy decisions.
- Nominate natural gas purchases and manage the County's gas storage.
- Receive and pay all natural gas supplier and local distribution company invoices on behalf of the County. Issue a consolidated, monthly reconciled bill to the County incorporating distribution utility costs, gas commodity costs, service fees, and all applicable taxes

itemized for each facility account. The Contractor shall invoice the County monthly based on actual usage, not on nominations.

- Contractor must be capable of providing and managing accounts with various riders and rates as required by LCD tariffs.
- As the County's Agent, sign all local gas distribution utility rate and tariff selections on behalf of the County as required by the local distribution company.
- Contractor shall indemnify the County for any imbalance penalties charged by LDC.
- Contractor shall provide with monthly statements, for information only, LDC monthly commodity charges per therm as if the County were a regular full sales local utility customer.
- As County's agent, Contractor will contractually acknowledge it owes the County a fiduciary duty in the performance of its management and agency services provided for under the Contract.
- Contractor must be able to provide Natural Gas on an index and fixed price basis.
- Contractor may provide County with alternative procurement strategies.
- All transactions shall be in writing and memorialized on fully executed Transaction Confirmations.

#### **Transaction Confirmation**

Contractor shall provide uninterrupted natural gas to the County upon the County's request. Subsequent to the County's request for natural gas, Contractor shall prepare and submit to the County a Transaction Confirmation, a sample of which is attached to this Agreement as Exhibit 2 which shall contain the following information for each of the Facilities to be serviced under this Agreement:

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

#### **Method of Payment**

All invoices submitted by the Contractor shall be in accordance with the cost provisions according to the Schedule of Pricing at the time of purchase for Natural Gas services. The invoices shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts

must be set forth on a separate invoice. No payments shall be made with respect to invoices which fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

Contractor shall invoice the County for all natural gas costs including the commodity, transportation, distribution costs, service fees and all applicable taxes itemized for each facility account. Bills must have all back up information including, but not limited to the usage, distribution utility costs, natural gas commodity costs, service fees, and all applicable taxes itemized for each facility account. Contractor must provide copies of LDC bills, which itemize all LDC charges, as back up information. Contractor shall invoice the County monthly on actual usage, and not on an estimated basis, to the extent Utility has made such actual usage information available. Contractor shall provide monthly invoices.

**Imbalance Protection**

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

**Quantities**

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

**EXHIBIT 2**

**Sample Transaction Confirmation  
(Schedule of Pricing)**

### CONFIRMATION

This Confirmation dated \_\_\_\_\_ is made a part of, and pursuant to terms of, the Natural Gas Supply Agreement between Constellation Energy Services – Natural Gas, LLC and Cook County.

<b>INVOICE ADDRESS:</b>	Address:  Attn: Phone: Fax: Email:
<b>PRICING:</b>	
<b>QUANTITY [By Month]</b>	
<b>SERVICE LEVEL:</b>	
<b>TRANSPORTER (UTILITY)</b>	
<b>DELIVERY PERIOD:</b>	
<b>SPECIAL CONDITIONS:</b>	

**ACCOUNT INFORMATION**

Account 1			
	<b>Utility Account #</b>	<b>Utility</b>	<b>Service Address</b>
	<b>[Rates]</b>		

**By signing below, Cook County agrees that Cook County authorizes Contractor to begin enrollment and initiate service. This Confirmation to the Natural Gas Supply Agreement is effective as of the date signed by both Parties.**

<b>Constellation Energy Services – Natural Gas, LLC</b>	<b>Cook County</b>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

\*\* the administrative fee due to the Consultant is fixed at the cost \$0.002 per therm for the term of the Agreement. Cost is based on the County's actual usage at approximately 12M therms per year

## Exhibit 3 Natural Gas Supply Account List

**Group 1 - Cook County Accounts on Natural Gas Supply Contract**

Account #	Facility	Service Address	City	Utility (LDC)	County Fund	2012 Usage (therms)	2013 Usage (therms)	2014 Usage (therms)
8 5000 1448 6666	DOC - Powerhouse	3045 S. Sacramento Av.	Chicago	Peoples Gas	Public Safety	5,311,671	5,757,332	5,621,360
7 5000 2857 1729	Stroger Hospital Powerhouse	750 S. Winchester Av. (heating)	Chicago	Peoples Gas	Stroger Hospital	3,489,480	3,533,983	3,549,934
46-78-16-1000 4	Oak Forest Hospital	15900 S. Cicero Av.	Oak Forest	NICOR	Oak Forest	1,230,728	1,330,509	1,468,159
8 5000 1913 8233	Provident Hospital	500 E. 51st St.	Chicago	Peoples Gas	Provident Hospital	564,681	672,403	800,574
8 5000 3776 0930	Hektoen Building	627 S. Wood St.	Chicago	Peoples Gas	Stroger Hospital	278,975	379,070	453,040
4 5000 1694 3661	Dunne Administration Building	69 W. Washington St.	Chicago	Peoples Gas	69 W. Washington	249,393	311,411	375,665
8 5000 0656 1337	Juvenile Temporary Detention Center	1100 S. Hamilton Av.	Chicago	Peoples Gas	Public Safety	272,071	306,044	337,210
8 5000 3555 3856	Hawthorne Warehouse - South	4545 W. Cermak Rd. - South	Chicago	Peoples Gas	Public Safety	160,578	194,617	226,742
5 5000 1426 8983	Rockwell Warehouse	2323 S. Rockwell St.	Chicago	Peoples Gas	Public Safety	147,519	206,279	207,626
8 5000 0656 1342	Juvenile Temporary Detention Center Annex	1100 S. Hamilton Av. - Annex	Chicago	Peoples Gas	Public Safety	97,447	144,803	180,249
9 5000 0680 9740	CORE Center	2020 W. Harrison St.	Chicago	Peoples Gas	CORE Center	139,116	136,724	161,651
8 5000 3555 3152	Hawthorne Warehouse - North	4545 W. Cermak Rd. - North	Chicago	Peoples Gas	Public Safety	95,889	135,651	141,287
8 5000 3555 4510	Hawthorne Warehouse - West	4545 W. Cermak Rd. - West	Chicago	Peoples Gas	Public Safety	94,593	97,876	127,789
9 5000 4246 4131	Domestic Violence Courthouse	555 W. Harrison St.	Chicago	Peoples Gas	Public Safety	80,174	101,608	118,655
8 5000 0679 8410	Medical Examiner's Office	2121 W. Harrison St.	Chicago	Peoples Gas	Public Safety	207,711	92,742	111,324
8 5000 1426 9066	DOC - Boot Camp	2801 S. Rockwell St.	Chicago	Peoples Gas	Public Safety	60,200	84,454	103,027
6 5000 1448 6650	DOC - Central Kitchen	2735 S. Sacramento Av.	Chicago	Peoples Gas	Public Safety	14,560	25,599	25,299
						<b>12,494,787</b>	<b>13,511,106</b>	<b>14,009,592</b>

**Group 2 - Cook County Accounts Receiving Supply through LDC**

Account #	Facility	Service Address	City	Utility (LDC)	County Fund	2012 Usage (therms)	2013 Usage (therms)	2014 Usage (therms)
29-46-15-1000 9	Highway Facility - District 5	13500 Rolls Avenue	Blue Island	NICOR	Highway	70,535	80,054	94,044
11-06-46-1000 6	Highway Facility - District 4	9000 W. 135th St.	Palos Park	NICOR	Highway	47,311	62,216	74,409
76-38-88-3795 9	Cicero Warehouse	1330 S. 54th Ave. - North Building	Cicero	NICOR	Public Safety	N/A	N/A	67,282
39-84-66-0000 3	Highway Facility - District 1	2325 S. Meacham	Palatine	NICOR	Highway	43,474	56,291	63,635
44-51-75-0000 3	Highway Facility - District 2	9801 W. Ballard Rd.	Des Plaines	NICOR	Highway	27,831	40,266	40,902
19-53-18-0000 1	Highway Facility - District 3	855 26th Street	LaGrange Park	NICOR	Highway	38,237	37,935	40,239
62-83-74-0000 1	Highway Facility - District 2	2101 W. Ballard Rd. - Mince Bld.	Des Plaines	NICOR	Highway	15,248	32,866	39,567
09-26-46-1000 8	Highway Facility - District 4	8900 W. 135th St.	Palos Park	NICOR	Highway	17,109	15,229	31,557
91-13-58-0000 0	TB District Clinic - Forest Park	7556 Jackson Blvd.	Forest Park	NICOR	TB District	11,952	19,856	21,952
2 5000 6779 6517	Sheriff Warrants Division	937 N. Wood St.	Chicago	Peoples Gas	Public Safety	N/A	N/A	14,393
7 5000 2807 2705	Stroger Hospital (Non-heating)	750 S. Winchester Av. (non-heating)	Chicago	Peoples Gas	Stroger Hospital	9,879	9,495	10,560
1 5000 1426 8895	Rockwell Warehouse Service Garage	2323 S. Rockwell St. - Rear	Chicago	Peoples Gas	Public Safety	6,316	8,121	10,073
79-89-18-5264 9	DPH Garage - Oak Forest Campus	15900 S. Cicero Ave Vehicle Storage	Oak Forest	NICOR	DPH	2,058	4,667	8,738
54-36-64-0000 7	Maywood - Jefferson Building	1401 Maybrook Drive	Maywood	NICOR	Public Safety	1,804	5,156	6,852
66-92-45-1850 0	Sheriff's Police - FPD CW&G	2199 S. 1st Ave. East Maintenance Garage	Forest Park	NICOR	Public Safety	N/A	N/A	6,297
9 5000 0219 2518	DOC - Division XI	3015 S. California Av.	Chicago	Peoples Gas	Public Safety	613	2,791	5,437
02-13-58-0000 7	TB District Clinic - Forest Park	7556 W. Jackson Blvd. - Garage	Forest Park	NICOR	TB District	3,609	4,304	4,750
99-95-34-0000 1	TB District Clinic - Des Plaines	9325 W. Church St.	Des Plaines	NICOR	TB District	2,231	3,470	2,867
13-63-86-1000 9	TB District Clinic - Harvey	SS 160th St. 1 W. Halsted St.	Harvey	NICOR	TB District	978	996	1,638
2 5000 1448 6644	DOC - Central Kitchen	2735 S. Sacramento Av.	Chicago	Peoples Gas	Public Safety	1,102	1,432	1,012

## Exhibit 4 Evidence of Insurance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/7/2015

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 1230 North Robinson Avenue Oklahoma City OK 73103-4820	<b>CONTACT NAME:</b> Allison Peer <b>PHONE (A/C, No, Ext):</b> 405-235-6633 <b>FAX (A/C, No):</b> 405-235-6634 <b>E-MAIL ADDRESS:</b> Allison_Peer@ajg.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: FEDERAL INS CO</td> <td>20281</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: FEDERAL INS CO	20281	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: FEDERAL INS CO	20281													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														

**INSURED**  
 Constellation Energy Services - Natural Gas, LLC  
 c/o Exelon Corporation  
 10 S. Dearborn Street  
 Chicago IL 60603

**COVERAGES**

CERTIFICATE NUMBER: 1925837695

REVISION NUMBER:

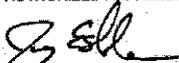
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	35816976	8/1/2014	8/1/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	74999277	8/1/2014	8/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	79834313	8/1/2014	8/1/2015	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder is included as Additional Insured on the General Liability, Auto Liability, and Umbrella policies as required by written contract and per GL Endorsement #42-02-1678 (Ed. 10-0 1) and Auto Endorsement #16-02-0292(4-11). Waiver of Subrogation applies to certificate holder, as respects the General Liability, Auto Liability, and Umbrella policies, as required by written contract and per GL endorsement #42-02-0038 (8-89) and Auto Endorsement #16-02-0292(4-11). The General Liability policy is primary and any other insurance shall be excess only, and not contributing.

**CERTIFICATE HOLDER****CANCELLATION**

Cook County 118 N. Clark Street Room 1018 Chicago IL 60602 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## Exhibit 5 Board Authorization

**BUREAU OF ADMINISTRATION**  
**OFFICE OF THE CHIEF ADMINISTRATIVE OFFICER**

**15-2479**

**Presented by:** MARTHA MARTINEZ, Chief Administrative Officer, Bureau of Administration

**PROPOSED CONTRACT**

**Department(s):** Chief Administrative Officer

**Vendor:** Constellation Energy Services - Natural Gas, LLC, Chicago, Illinois

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

**Good(s) or Service(s):** Natural Gas Supply and Management Services

**Contract Value:** \$72,000.00

**Contract period:** 5/1/2016 - 4/30/2019, with two (2), one (1) year renewal options

**Potential Fiscal Year Budget Impact:** FY2016 \$14,000; FY2017 \$24,000; FY2018 \$24,000; FY2019 \$10,000

**Accounts:** 499-422, 500-422, 564-422, 891-422, 894-422, 897-422, 898-422

**Contract Number(s):** 1528-14326

**Concurrences:**

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

**Summary:** The County currently uses an average of 12,000,000 therms annually with an estimated FY2015 total cost of \$7.2 million which includes the commodity, transportation, pooling, and administrative costs. Constellation Energy Services - Natural Gas, LLC shall supply natural gas at any designated County locations. Constellation Energy shall also work with the County to lock favorable rates for the supply and delivery of natural gas and will provide monthly, consolidated reconciled bills to the County.

Upon the approval of this agreement, the Chief Administrative Officer, or designee, shall be authorized to execute, on behalf of the County of Cook, all documents necessary to implement and administer the service agreement.

Request for Proposals (RFP) procedures were followed in accordance with the Cook County Procurement Code. Constellation Energy Services - Natural Gas, LLC was selected based on established evaluation criteria.

## Exhibit 6 Consulting and Auditing Certificate

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

*Amended*

This Certification is made and required pursuant to Section 34-193 of the Procurement Code, and must be completed by any Contractor providing Consulting or Auditing Services for Cook County or Elected Officials. For purposes of this Certification, the following definitions shall apply:

"Auditing" means the formal examination of accounting records or financial statements for compliance with financial accounting standards applicable to governmental entities, which functions are generally exclusively performed or supervised by Persons licensed and authorized to do business as public accounts in the State. Auditing shall also include any independent reports and management recommendations derived or resulting from the performance of auditing services and which reports and recommendations are included within the scope of the Contract for Auditing Services.

"Consulting" means the rendering of analysis and advice requiring specialized expertise in a particular subject area or field. Such expertise may have been gained by education or experience in the area or field. Consulting expressly excludes auditing services.

"Elected Official" means the President and Commissioners of the Cook County Board, Assessor, Board of Review, Chief Judge, Clerk of the Circuit Court, County Clerk, Recorder of Deeds, Sheriff, State's Attorney, Treasurer and any other elected official included in the Cook County Appropriations Ordinance.

"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 - *NAME CHANGE 4/1/15 Formerly INTEGRIS*  
COMPANY NAME: *Constellation Energy Services - Natural Gas, LLC* *Energy Services - Natural Gas, LLC*  
ADDRESS: *20 N Wacker Drive, Suite 2100, Chicago, IL 60606*  
TELEPHONE: *312-681-1805*  
CONTACT NAME: *Kirsten Young*  
CONTACT EMAIL: *KIRSTEN.Young@Constellation.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 any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. "Control" shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights; by contract or otherwise. "Person" means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

*Applicant is an indirect wholly owned subsidiary of Exelon Corporation, An SEC reporting and publicly traded company. See Website <http://www.Exeloncorp.com/performance/investors/overview.aspx>*

**SECTION 3: CONTRACT INFORMATION**

- a. This Certification relates to the following Contract: 1528-14326
- b. The Contractor is providing the following type of Services: [ ] Auditing or [ ] Consulting Natural Gas Supply
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:  
OFFICE OF CHIEF PROCUREMENT
- d. Is the Contractor or its Affiliates, if any, providing Consulting or Auditing Services, either directly, or as a subcontractor to the County or Elected Official under any other Contracts?  Yes or [ ] No.

If yes, please state the other Contract Number(s) and the Nature of Services.  
CONSTELLATION ENERGY SERVICES - NATURAL GAS, LLC # 11-88-034 Natural Gas Supply  
CONSTELLATION ENERGY SERVICES, INC. # 11-87-004 Electricity Supply

**THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:**

- a. It has read Section 34-193 (a)-(b) 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.
- The County shall not enter into any Contract for Consulting Services on behalf of any Elected Official, nor shall it consent to a subcontract for such Consulting Services on behalf of an Elected Official with any Person, if such Person, or any Affiliate of such Person, has a Contract or subcontract to provide Auditing Services for the Elected Official.
- b. The Contractor's Services under the Contract shall not violate Section 34-193 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.

AK 

Signature  
KEVIN WATSON

Name (Type or Print)

VP & CHIEF COMMERCIAL OFFICER

Title

6/24/15

Date