

PROFESSIONAL SERVICES AGREEMENT

SOLAR MARKET PATHWAY GRANT

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY DEPARTMENT OF ENVIRONMENTAL CONTROL

AND

ELEVATE ENERGY

CONTRACT NO. 1585-14389

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

APR 01 2015

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1 Scope of Services and Schedule of Compensation
- Exhibit 2 Statement of Project Objectives -DE-FOA-0001071
- Exhibit 3 Federal Terms and Conditions
- Exhibit 4 Evidence of Insurance
- Exhibit 5 Cook County Travel Policy
- Exhibit 6 Certification for Consulting or Auditing Services
- Exhibit 7 Board Authorization

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and Elevate Energy, doing business as a Not-for-Profit Corporation of the State of Illinois hereinafter referred to as "Consultant" pursuant to authorization by the Cook County Board of Commissioners on April 1, 2015, as evidenced by Board Authorization letter attached hereto as EXHIBIT "7".

BACKGROUND

The Consultant 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 Consultant 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 Consultant is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional 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 Consultant contracts to provide any part of the Services, including subcontractors and subconsultants of any tier, suppliers and materials providers, whether or not in privity with Consultant.

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 and Schedule of Compensation |
| Exhibit 2 | Statement of Project Objectives – <u>DE-FOA-0001071</u> |
| Exhibit 3 | Federal Terms and Conditions |
| Exhibit 4 | Evidence of Insurance |
| Exhibit 5 | Cook County Travel Policy |

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONSULTANT

a) Scope of Services

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

b) Deliverables

In carrying out its Services, Consultant must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Consultant 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 Consultant has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Consultant of its failure. If Consultant 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 Consultant of its commitments under this Agreement.

c) Standard of Performance

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

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

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

d) Personnel

i) Adequate Staffing

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

ii) Key Personnel

Consultant must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. "Key Personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Department may at any time in writing notify Consultant that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Consultant must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1.

iii) Salaries and Wages

Consultant and Subcontractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are

permitted under applicable law and regulations. If in the performance of this Agreement Consultant underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Consultant, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Consultant to the respective employees to whom they are due. 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, Consultant must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Section 1 of the Economic Disclosure Statement, upon acceptance by the Compliance Director. Consultant must utilize minority and women's business enterprises at the greater of the amounts committed to by the Consultant for this Agreement in accordance with Section 1 of the Economic Disclosure Statement. **This contract has a subcontracting goal of not less than thirty five (35%) percent MBEs/WBEs of the Consultant's work to be performed.**

f) **Insurance**

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

i) **Insurance To Be Provided**

(1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident or illness.

(2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (with no limitation endorsement). Cook County is

to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the Services.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(2).

(3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Consultant must provide Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence limit, for bodily injury and property damage. The County is to be named as an additional insured on a primary, non-contributory basis.

(4) Professional Liability

When any professional consultants perform Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of Services on this Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing Services for Consultant must maintain limits of not less than \$1,000,000 with the same terms in this Section 3.i(3).

(5) Valuable Papers

When any designs, drawings, specifications and documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

ii) **Additional Requirements**

(1) Consultant must furnish the County of Cook, Cook County, Office of the Chief Procurement Officer, 118 N, Clark St., Room 1018, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance on the County Insurance Certificate Form (copy attached as Exhibit 2) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the County that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the County to obtain certificates or other insurance evidence from

Consultant is not a waiver by the County of any requirements for Consultant to obtain and maintain the specified coverages. Consultant must advise all insurers of the provisions in this Agreement regarding insurance. Non-conforming insurance does not relieve Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the County retains the right to terminate this Agreement or to suspend this Agreement until proper evidence of insurance is provided.

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

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

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

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

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

g) Indemnification

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

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.

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 these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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

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

this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

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

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

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

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(D) 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

In accordance with 34-146, of the Cook County Procurement Code, all Consultants or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for

whom the Consultant or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Consultant or provider to provide an annual performance report will be considered a breach of contract or agreement by the Consultant or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

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 April 1, 2015 ("**Effective Date**") and continue until July 1, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

i) Consultant 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, Consultant acknowledges that **TIME IS OF THE ESSENCE** and that the failure of Consultant to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.

ii) Neither Consultant nor Consultant'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 Consultant by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

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

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Consultant \$864,486.00 in according with the Scope of Work and Schedule of Compensation in the attached Exhibit 1 for the successful completion of Services. Consultant represents and warrants that any requests travel expenses shall be in accordance with Exhibit 5.

b) Method of Payment

All invoices submitted by the Consultant shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Consultant 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. Consultant shall not be entitled to invoice the County for any late fees or other penalties.

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 Consultant to the County.

The Consultant acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Consultant certifies that all itemized entries set forth in the invoices are true and correct. The Consultant acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Consultant 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 Consultant, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Consultant receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Consultant 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 Consultant with all of the documents and information required of the Consultant. The Consultant 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 Consultant is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The Consultant acknowledges that the source of funding for this Agreement is a grant by the U.S. Department of Energy.. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 1 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 Consultant 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 Consultant. No payments will be made or due to Consultant 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.

f) Price Reduction

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

g) Contractor Credits

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this 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. 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 Consultant, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

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, Consultant:

- i) warrants that Consultant is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Consultant is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Consultant is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible consultant or Subcontractor for any purpose in the performance of its Services under this Agreement;
- iv) warrants that Consultant and its Subcontractors are not in default at the time this Agreement is signed, and have not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County ;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Consultant warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Consultant and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and

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.

viii) acknowledges that it shall comply with the terms and conditions set forth in Exhibit 3.

b) Ethics

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

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

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

c) Joint and Several Liability

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

d) Business Documents

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

e) Conflicts of Interest

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

ii) Consultant covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not

acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.

iii) Upon the request of the County, Consultant must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Consultant is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Consultant's past or present clients. If Consultant becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.

iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

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

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

f) Non-Liability of Public Officials

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

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

a) Events of Default Defined

The following constitute events of default:

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

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Consultant in default. The Chief Procurement Officer may in his sole discretion give Consultant an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Consultant in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

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

- i) The right to take over and complete the Services, or any part of them, at Consultant's expense and as agent for Consultant, either directly or through others, and bill Consultant for the cost of the Services, and Consultant must pay the difference between the total amount of this bill and the amount the County would have paid Consultant under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Consultant under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Consultant's compensation under this Agreement;
- vi) The right to consider Consultant non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Consultant to continue to provide the Services despite one or more events of default, Consultant is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

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

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 Consultant. The County will give notice to Consultant in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Consultant or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Consultant must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Consultant must attempt to agree on the amount of compensation to be paid to Consultant, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Consultant is in full settlement for all Services satisfactorily performed under this Agreement.

Consultant must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Consultant will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Consultant or the County to the extent inconsistent with this provision.

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.

d) Suspension

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

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Consultant by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

i) In connection with performance under this Agreement:

The County may offset any excess costs incurred:

- (i) if the County terminates this Agreement for default or any other reason resulting from Consultant's performance or non-performance;
- (ii) if the County exercises any of its remedies under Section 9.b of this Agreement; or
- (iii) if the County has any credits due or has made any overpayments under this Agreement.

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

f.) Delays

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

g.) Prepaid Fees

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

ARTICLE 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.

ii) No Collateral Agreements

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

iii) No Omissions

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

b) Counterparts

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

c) Modifications and Amendments

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

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

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

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

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the

Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

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

f) Assigns

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

g) Cooperation

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

h) Waiver

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

Whenever under this Agreement the County by a proper authority waives Consultant's performance in any respect or waives a requirement or condition to either the County's or Consultant's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the

number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Consultant in writing.

i) Independent Contractor

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

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

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

j) Governmental Joint Purchasing Agreement

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

ARTICLE 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 Department of Environmental
322 S. Green Street, Suite 300
Chicago, Illinois 60607
Attention: Deborah Stone,
Department Director

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: Elevate Energy
322 S. Green Street, Suite 300
Chicago, Illinois 60607
Attention: Antonia Ornelas
Department Director

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

EXHIBIT 1

Scope of Services and Schedule of Compensation

Scope of Work and Schedule of Compensation

In accordance with the grant application and Statement of Proposal Objectives (SOPO) approved by the U.S. Department of Energy, Elevate Energy (The Sub-recipient) will assist the Cook County Department of Environmental Control (CCDEC) with implementation of the SunShot Initiative Grant: Facilitating Deployment of Community Solar PV Systems on Rooftops and Vacant Land in Northeast IL.

The Sub-recipient shall provide all information and reports as necessary to comply with the reporting requirements of the U.S. Department of Energy SunShot Initiative.

Task 1: Conduct an Opportunity Assessment

Quantify shared solar market potential by site characteristics or type, subscriber type and ownership model

Subtask 1.1 –

Develop a consolidated shared solar inventory for Northeast Illinois, breaking out projects in the pipeline by development milestone.

Subtask 1.2 – Compile and assess existing data on renters, multifamily/condo and other electricity consumers in Cook County who cannot install solar PV or where it is not economically viable to do so. Combine with public mapping tools to quantify the technically-available market size for community shared solar (# of sites and installed capacity (kW)), by project type category (multifamily buildings, vacant land, public buildings, other).

Subtask 1.3 – Use municipal, institutional, and private sector datasets on candidates for shared solar subscribers, such as income levels and property ownership status, for demographic data, to quantify the total potential market demand: customer market audience for shared solar, by subscriber type (renter, multi-family building occupancy, homeowner with infeasible roof conditions, etc.)

Subtask 1.4 – Complete local shared solar market opportunity analysis that accounts for the space supply (Subtask 1.2), subscriber demand (Subtask 1.3), and business models (Subtask 3.1).

Schedule of Compensation for Task #1: \$159,085.00

Task 2: Stakeholder Outreach and Engagement

Facilitate stakeholder collaboration to identify, discuss, and resolve community-shared solar challenges in northeast Illinois

Subtask 2.1 – Coordinate Steering Committee: Schedule stakeholder meetings and add calendar a to the Public Information Site, which will be kept up to date by the Sub-recipient. Scheduling meetings, set and distribute agendas and meeting materials in coordination with CCDEC and take meeting notes

Subtask 2.2 – With input from CCDEC, Create a stakeholder advisory group which will assist with outreach to wider constituencies. Assemble a directory of all shared solar stakeholders. Develop a communication, outreach and engagement plan. Engage Local and community groups through meetings, presentations and regular email updates as appropriate based on project locations.

Subtask 2.3 – Convene shared solar working groups to introduce and address local shared solar challenges and opportunities.

Subtask 2.4 – Identify solar market developers/providers. May include developing and issuing Request for Information (RFI) packages to identify developers/providers and the key components needed for development of various business models

Subtask 2.5 – Hold a series of shared solar working group meetings, engage utility participation, to:

- Address specific ownership type programmatic design elements related to non-profit, private, and utility-sponsored shared solar projects.
- Address policy issues, barriers and potential solutions
- Assist with education and outreach

Schedule of Compensation for Task #2: \$141,501.00

Task 3: Research/Resolve Policy Issues and Market Barriers

Manage other project partners to ensure deadlines and milestones are met and participate in process to address the policy and market barriers that impose current challenges to shared solar success in northeast Illinois

Subtask 3.1 – Maintain project schedule and reporting as set out in the SOPO for research on national shared solar models and best practices from leading authorities (such as NREL, IREC, DOE, Vote Solar, others). Research should include conducting outreach and interviews, examining case studies from model programs, including legal/contractual arrangements and incorporate elements into local shared solar program design.

Subtask 3.2 – Maintain project schedule and reporting as set out in the SOPO for work by project partners to identify economic and policy barriers including rate structure framework in Cook County and Illinois.

Subtask 3.3 – Maintain project schedule and reporting as set out in the SOPO for work by project partners to determine mechanisms to support utility group billing for community solar participants for various business models. This work will include the review of the Utility's current billing system and analysis of impacts of various fee structures and associated IT impacts and costs.

Schedule of Compensation for Task #3: \$84,435.00

Task 4: Design Pilot Demonstration Programs

Incorporate the successful framework elements into pilot demonstration sites in northeast Illinois

Subtask 4.1 – Use the opportunity assessment analysis from Task 1 to generate a list of potential pilot sites. Work with key stakeholders, including the utility and nonprofit development corporations to model potential plans for implementing community solar projects on affordable multifamily buildings. Use analysis and key stakeholder discussions to generate a list of potential pilot sites in Cook County by business model that meet the Team's criteria for location suitability and subscriber base, including:

- i. Technical feasibility
- ii. Age of roof (for roof mounted sites)
- iii. Transmission access
- iv. Sun/shading
- v. Commercial property value/other potential uses/strategic
- vi. Visibility
- vii. Proximity to customers

Subtask 4.2 – Work with the Steering Committee to select candidate pilot sites and coordinate with qualified third party engineering firms to conduct pilot site feasibility studies including items below to reduce technical risk and uncertainty. Finalize project structure/finance model and select developer(s).

- o Solar system size and performance
- o Structural, electrical and environmental issues
- o Capital and ongoing cost estimate; tax credits and incentives, Power Purchase Agreement (PPA) options that apply to each ownership structure
- o Municipal and utility approval issues including zoning, etc.
- o Energy savings potential
- o Cost benefit analysis

Schedule of Compensation for Task #4: \$70,950.00

Task 5: Document Benefits and Next Steps

Document and disseminate the pilot site outcomes of the community shared solar costs and benefits to local, state and regional stakeholders.

Subtask 5.1 – Collect shared solar investment data from local projects, and analyze the value proposition to stakeholders. Aggregate and model the project costs (investment) and ongoing costs/benefits (revenue/savings) by ownership and business model. The subscriber benefits will include the energy and potential demand savings on the customer electric bills.

Work with the Steering Committee and the Utility to analyze the benefits of community solar to the Utility and indirect benefit back to the rate payers. Quantify utility benefits in terms of local grid benefits, and regional benefits. Quantify the benefits to developers in terms of lower cost property, tax incentives, and long term relationship with the community.

Subtask 5.2 –Conduct analysis to simulate the costs/benefits at each pilot site, and aggregate across all comparable sites (from Task 1) to derive total local net benefits of increased shared solar systems with each alternative configuration to show the potential effects of barrier reduction within Cook County. Include an assessment of employment potential for hiring local skilled trades for project installation and maintenance and training future local employees, and Local benefits associated with the construction of the solar

Subtask 5.3 –Compare anticipated solar deployment from “scaling up” what is learned on this project to the relevant City, County, Regional planning body and State renewables or GHG goals.

Subtask 5.4 – Document in a publishable report the pilot case studies and lessons learned
In consultation with other project partners, write and disseminate widely an overall technical findings report, the feasibility studies on the pilot sites, and lessons learned

Schedule of Compensation for Task #5: \$358,722.00

Task 6: Coordination with Pathways National Coordinator

Participate as a co-Principal Investigator (PI) with Cook County in meetings and conference calls as required by the U.S. Department of Energy.

Schedule of Compensation for Task #6: \$33,841.00

Travel Expenses:

Schedule of Compensation for Travel Expenses: \$10,952.00

Office Expenses:

Printing of presentation materials, postage, data and media storage etc.

Schedule of Compensation for Office Expenses : \$5,000.00

Grand Total: \$864,486.00

SOPO Task #	Position title	Staff	Budget Period 1		Budget Period 2	
			Estimated Hours	Pay Rate (\$/hr)	Estimated Hours	Pay Rate (\$/hr)
1	Executive	Anne Evens	60	\$112	40	\$119
1	Director	Toni Ornelas, Larry Kotewa, Patrick MacRoy, Anne McKibbin, Rachel Scheu, Carl Hertz	390	\$84	122	\$91
1	Manager	Jan Gudell	65	\$56	30	\$63
1	Staff/Sr. Staff	Mat Elmore, Vito Greco, Brittaney Ross, Kathryn Eggers, Levi Hicks	1327	\$42	232	\$49
2	Executive	Anne Evens	61	\$112	60	\$119
2	Director	Toni Ornelas, Larry Kotewa, Patrick MacRoy, Anne McKibbin, Emily Robinson	400	\$84	200	\$91
2	Manager	Jeanine Otte	200	\$56	150	\$63
2	Staff/Sr. Staff	Mat Elmore, Vito Greco, April Whitworth, Kathryn Eggers	944	\$42	390	\$49
3	Executive	Anne Evens	60	\$112	61	\$119
3	Director	Toni Ornelas, Patrick MacRoy, Larry Kotewa, Anne McKibbin	385	\$84	195	\$91
3	Manager	Jan Gudell	80	\$56	150	\$63
3	Staff/Sr. Staff	Mat Elmore, Vito Greco, Kathryn Eggers, Marcella Bondie-Keenan	650	\$42	249	\$49
4	Executive	Anne Evens	40	\$112	40	\$119
4	Director	Toni Ornelas, Patrick MacRoy, Larry Kotewa	300	\$84	201	\$91
4	Manager	Jan Gudell	61	\$56	51	\$63
4	Staff/Sr. Staff	Mat Elmore, Vito Greco, Brittaney Ross, Kathryn Eggers, Dale Hoffman, Tim Crowder	362	\$42	369	\$49
5	Executive	Anne Evens	38	\$112	40	\$119
5	Director	Toni Ornelas, Patrick MacRoy, Larry Kotewa, Anne McKibbin, Rachel Scheu	263	\$84	170	\$91
5	Manager		0	\$56	50	\$63
5	Staff/Sr. Staff	Mat Elmore, Vito Greco, Kathryn Eggers	706	\$42	360	\$49
6	Executive	Anne Evens	32	\$112	45	\$119
6	Director	Toni Ornelas	60	\$84	60	\$91
6	Manager		0	\$56	0	\$63
6	Staff/Sr. Staff	Mat Elmore	148	\$42	165	\$49

EXHIBIT 2

Statement of Project Objectives DE-FOA-0001071

STATEMENT OF PROJECT OBJECTIVES – 12.5.14

Prime Recipient: Cook County, IL

Project Title: Facilitating Deployment of Community Solar PV Systems on Rooftops and Vacant Land in Northeast IL

Technical Background

Cook County (Illinois) is the 2nd most populous county in the United States and represents 45% of the economic activity in the State of Illinois. It covers 945 square miles, with 2 million households and a population of 5.2 million. Approximately 2.7 million people reside within the City of Chicago, with the balance of 2.5 million living in 130 other municipalities.

Shared solar represents a significant opportunity for residents of Cook County and the City of Chicago to invest and capture the benefits of local solar energy. Currently, however, there are policy, siting, structural and financial barriers that prevent investment and development of shared solar. While Illinois has strong net metering policies and renewable energy standards, the consideration of “virtual” billing practices to enable shared solar projects is still undeveloped. There is strong general interest in sustainability in the Chicago region but particular opportunities for shared solar development remain largely unexplored and untapped. For example, our partner the Chicago Housing Authority (CHA) is interested in working with the team to address the challenges to the deployment of PV solar systems which can facilitate building owners or renters of multifamily units, or houses or buildings with inappropriate roof access to distributed generation. The goal is that through this initiative, at least 30,000 people in Cook County and nearly 45,000 regionally would gain access to solar by 2022.

Cook County and partners' Solar Market Pathways grant proposal will focus on unlocking the potential of community solar in the Chicago region with lessons that could be applied nationally. Leveraging a broad stakeholder-driven approach, community solar will create pathways for Cook County's urban population to participate in distributed solar generation, expanding the demographic participation to seniors, low income, and apartment and condominium residents. For example, multiple nonprofit development corporations are interested in working with the team to model potential plans for implementing community solar projects on affordable multifamily buildings. Their expertise in managing properties of different size and types throughout the region will assist in assessing how issues unique to the affordable housing market would be impacted by access to solar.

This project will demonstrate replicable models for community solar by analyzing at least 5 case study projects, developing the supporting programming and advancing at least 3 projects to full plans and potential installation. In 2022, 5 years after the completion of the grant, we anticipate that these case study models will be replicated, driving a transformation of the local solar market, and generating an over 9-fold increase over the 2014 baseline case in Cook County, and over 12 times the Chicago MSA installed residential solar PV baseline.

Core partners with Cook County and the City of Chicago include (but not limited to):

- Elevate Energy (formerly CNT Energy) – Program Management, Stakeholder Engagement, and Local Solar Market Analysis
- West Monroe Partners – Technical Expertise and Economic Modeling
- Cook County Land Bank Authority/South Suburban Land Bank Authority Site Identification and Property Ownership

- ComEd – Implementation Feasibility and Energy Market Expertise
- Environmental Law & Policy Center – Regulatory Expertise

Objectives

This Program will unify Cook County and Chicago communities' shared solar stakeholders in a multi-year effort that will:

- Convene a stakeholder group and working groups to identify and address local market barriers, allowing existing and new community shared solar ownership and business models to thrive.
 - Steering Committee = Includes at least Cook County, City of Chicago, Elevate Energy, West Monroe Partners, Environmental Law and Policy Center and decision making level representative from a Utility
 - Stakeholder Advisory Group = higher level stakeholders, e.g. nonprofits, solar developers, state regulatory bodies, etc.
 - Working Groups = Regulatory/Policy, Business Models, Education and Outreach
- Showcase community shared solar through analyzing at least 5 case study projects, at least 3 of which advance to full plans towards installation
- Model and disseminate the shared solar costs and benefits at each of the pilot sites for scalability and market potential

Scope of Work

1.0 Task 1: Conduct an Opportunity Assessment

This task will quantify shared solar market potential by site characteristics or type, subscriber type and ownership model. This work will inform the selection of pilot projects and identification of stakeholders.

Budget Period	Quarter	Milestones
1	Q1	Q1-M1; Q1-M2
1	Q2	
1	Q3	
1	Q4	
1	Q5	Q5-M1
1	Q6	
2	Q7	
2	Q8	
2	Q9	Q9-M1
2	Q10	

This task consists of 4 subtasks:

1.1 Subtask 1.1 – Local shared solar project activity

Develop a consolidated shared solar inventory for all Northeast Illinois, breaking out all projects in the pipeline by development milestone (in discussions, conducting feasibility review, under contract, installed/operational, etc.)

1.2 Subtask 1.2 – Local site conditions for community shared solar (market potential supply analysis)

The analysis will compile and assess existing data on renters, multifamily / condo and other electricity consumers in Cook County who cannot install solar PV or where it is not economically viable to do so. The analysis will use publicly available data, including Cook County's GIS data (which includes comprehensive property data) and housing stock studies, such as the Institute for Housing Studies, DePaul University's "The Composition of Cook County's Housing Stock". It will also leverage all available municipal, institutional, and private sector datasets on space (land / rooftop) availability. This data will be combined with public mapping tools (such as GIS, Google Earth, and LIDAR mapping) to quantify the technically-available market size for community shared solar (# of sites and installed capacity (kW)), by project-type category (multifamily buildings, vacant land, public buildings, other)

1.3 Subtask 1.3 – Potential shared solar subscribers (market potential demand analysis)

Leverage all available municipal, institutional, and private sector datasets for demographic data on candidates for shared solar subscribers, such as income levels and property ownership status. This information will result in the total addressable customer market audience for shared solar, by subscriber type (renter, multi-family building occupancy, homeowner with infeasible roof conditions, etc.)

1.4 Subtask 1.4 – Local shared solar market feasible opportunity, by business model (demand/supply analysis)

Complete local shared solar market opportunity analysis that accounts for the space supply (Subtask 1.2), subscriber demand (Subtask 1.3), and business models (Subtask 3.1). This analysis will be used to inform stakeholder discussions about the addressable market opportunity and in the Program's selection of diverse pilot project sites.

2.0 Task 2: Stakeholder Outreach and Engagement

Facilitate stakeholder's collaboration to identify, discuss, and resolve community-shared solar challenges in northeast Illinois

Budget Period	Quarter	Milestones *
1	Q1	Q1-M3; Q1-M4; Q1-M5
1	Q2	Q2-M1; Q2-M3
1	Q3	
1	Q4	
1	Q5	
1	Q6	
2	Q7	
2	Q8	
2	Q9	
2	Q10	

*Milestones primarily denote formation of vehicles for stakeholder engagement. Work continues throughout the project (for instance Tasks 2.2 and 2.5), and the stakeholder mechanisms are used to publicly disseminate products

at many stages of the project (see for instance BP1 Go-No Go Deliverable 5, and Deliverable Q9 D4, among others. These are indicated under other Tasks.

This task consists of 5 subtasks:

2.1 Subtask 2.1 – Create program steering committee charter

Program Steering Committee formed and a project charter defining project objectives and how the group will function is finalized. Stakeholder meetings are scheduled and calendar is added to the Public Information Site. The charter will include:

A. Project Overview

- *Project Vision & Principles*
- *Desired Outcomes*
- *Definition of Success.*

B. Project Scope

- *Statement of Work and Division of Responsibilities*
- *Resourcing Plan*
- *Project Timeline & Key Milestones*

C. Project Governance

- *Structure: Steering Committee, Stakeholder Advisory Group, Working Groups and their responsibilities*
- *Communication Plan for Governance*

SIGN-OFFS of STEERING COMMITTEE MEMBERS

2.2 Subtask 2.2 – Shared solar stakeholders advisory group and engagement plan

Create a stakeholder advisory group which will assist with outreach to wider constituencies. Some of the participants in the stakeholder advisory group will commit to participate in working groups. Assemble a directory of all shared solar stakeholders, including: municipal associations, non-profits, utilities, Illinois Commerce Commission staff, consumer groups, Illinois Power Authority (IPA), Illinois Solar Energy Association (ISEA), renewable energy developers, building/land owners, solar contractors, university researchers, local community organizations, etc. Develop a communication, outreach and engagement plan that reaches beyond Steering, Advisory and Working Group members. Local and community groups will be engaged through meetings, presentations and regular email updates as appropriate based on project locations. The Steering Committee will leverage its existing contacts and reach out directly to community groups and additional potential partners. Make program information available through partner organization websites and outreach.

2.3 Subtask 2.3 – Shared solar working groups

Convene shared solar working groups to introduce and address local shared solar challenges and opportunities. Working groups will be formed to address the issues of Regulatory/Policy, Business Models, Education and Outreach.

The partners will work with the Utility leadership on the Steering Committee to delegate relevant utility staff resources to participate in the stakeholder working groups convened by the program.

2.4 Subtask 2.4 – Identify local shared solar market developers

Use various outreach methods to identify solar market developers/providers. May include developing and issuing Request for Information (RFI) packages to identify developers/providers and the key components needed for development of various business models

2.5 Subtask 2.5 – Working groups to address barriers

Hold a series of shared solar working group meetings, engage utility participation, to:

- *Address specific ownership type programmatic design elements related to non-profit, private, and utility-sponsored shared solar projects.*
- *Address policy issues, barriers and potential solutions*
- *Assist with education and outreach*

3.0 Task 3: Research/Resolve Policy Issues and Market Barriers

Address the policy and market barriers that impose current challenges to shared solar success in northeast Illinois

Budget Period	Quarter	Milestones
1	Q1	
1	Q2	Q2-M2
1	Q3	Q3-M1; Q3-M2
1	Q4	Q4-M1
1	Q5	
1	Q6	
2	Q7	
2	Q8	
2	Q9	
2	Q10	

This task consists of 3 subtasks:

3.1 Subtask 3.1 – Shared solar best practices and models

Research national shared solar material from leading authorities (such as NREL, IREC, DOE, Vote Solar, others), conduct outreach and interviews. Examine case studies from model programs, including legal/contractual arrangements and incorporate elements into local shared solar program design. See Q2D2.

3.2 Subtask 3.2 – Shared solar policy & rate structure framework

Identify economic and policy barriers in Cook County/Illinois, including a review of the IL RPS, net energy metering rules; and work with the utility and other key stakeholders in the policy and finance communities to identify outlining barriers and proposed resolutions for each CSS model that adequately reflect value of the distribution utility provider. One or more partners will pursue all regulatory avenues to maximize utility-enabled solar opportunities.

3.3 Subtask 3.3 – Coordinate with Utility on billing structure and customer bill impact

Utility leadership will delegate appropriate staff resources to participate in stakeholder working group meetings to assist in determining the mechanisms that would support group billing for community solar participants for various business models. This work will include the review of the Utility's current billing system and analysis of various fee structures related to bill impacts and associated IT impacts and costs.

4.0 Task 4: Design Pilot Demonstration Programs

Incorporate the successful framework elements into pilot demonstration sites in northeast Illinois

Budget Period	Quarter	Milestones
1	Q1	
1	Q2	
1	Q3	
1	Q4	Q4-M2; Q4-M3
1	Q5	Q5-M3;
1	Q6	Q6-M1; Q6-M2
2	Q7	Q7-M1
2	Q8	Q8-M2
2	Q9	
2	Q10	Q10-M2

This task consists of 2 subtasks:

4.1 Subtask 4.1 - Possible pilot sites inventory

This task will use the opportunity assessment analysis conducted in Task 1, including Cook County's comprehensive GIS property data and discussions with key stakeholders to generate a target listing of potential pilot sites. Key stakeholders include the utility and nonprofit development corporations interested in working with the team to model potential plans for implementing community solar projects on affordable multifamily buildings. This analysis and key stakeholder discussions will be used to generate a target listing of potential pilot sites in Cook County and Chicago by business model that meet the Team's criteria for location suitability and subscriber base, including:

- i. Technical feasibility
- ii. Age of roof (for roof mounted sites)
- iii. Transmission access
- iv. Sun/shading
- v. Commercial property value/other potential uses/strategic
- vi. Visibility
- vii. Proximity to customers

4.2 Subtask 4.2 - Select pilot sites and conduct feasibility studies

Use M4.1 to select candidate pilot sites and coordinate with qualified third party engineering firms to conduct pilot site feasibility studies to reduce technical risk and uncertainty. Finalize project structure/finance model and select developer(s).

The Program's feasibility review work will include:

- o Solar system size and performance

- Structural, electrical and environmental issues
- Capital and ongoing cost estimate; tax credits and incentives, Power Purchase Agreement (PPA) options that apply to each ownership structure
- Municipal and utility approval issues including zoning, etc.
- Energy savings potential
- Cost benefit analysis

5.0 Task 5: Document Benefits and Next Steps

Document and disseminate the pilot site outcomes of the community shared solar costs and benefits to local, state and regional stakeholders

Budget Period	Quarter	Milestones
1	Q1	
1	Q2	
1	Q3	
1	Q4	
1	Q5	Q5-M2
1	Q6	
2	Q7	
2	Q8	Q8-M1
2	Q9	Q9-M2;
2	Q10	Q10-M1

This task consists of 4 subtasks:

5.1 Subtask 5.1 – Community solar value metrics for ownership models

Collect shared solar investment data from local projects, and analyze the value proposition to stakeholders. Aggregate and model the project costs (investment) and ongoing costs/benefits (revenue/savings) by ownership and business model. The subscriber benefits will include the energy and potential demand savings on the customer electric bills.

Cook County in partnership with the Utility will analyze the benefits of community solar to the Utility and indirect benefit back to the rate payers. There are unique costs to the Utility for this type of program from a billing, interconnection, and monitoring perspective and these additional costs and issues will also be estimated. Utility benefits will be quantified in terms of local grid benefits such as increased reliability to end users, and regional benefits such as lower utility peak demand. The benefits to the developers will also be quantified in terms of the unique opportunity for lower cost property, tax incentives, and the unique long term relationship with the community.

5.2 Subtask 5.2 – Shared solar scalability and local impacts

Cook County and partners will simulate the costs/benefits at each pilot site, and then aggregate across all comparable sites (from Task 1) to derive total local net benefits of increased shared solar systems with each alternative configuration to show the potential effects of barrier reduction within Cook County. This analysis would also include an assessment of the employment potential for hiring local skilled trades for project installation and maintenance and training would-be future local employees. We will explore the local benefits associated with the construction of the solar installation on the local neighborhood as well. The longer term job opportunities will also be quantified based on projected project deployments.

5.3 Subtask 5.3 – Metrics applied to meet local, state, and regional directives

Cook County and partners will apply anticipated solar deployment levels against city, county and state renewable energy goals and the expected contributions from this initiative. We will compare anticipated solar deployment from “scaling up” what we learned on this project, to the relevant City, County, Regional planning body and State goals, either for use of renewables or for GHG reduction. For instance, the Illinois Renewable Portfolio Standard requires investor-owned electric utilities procure 25 % of their total sales from renewable energy by 2025, 1.5% of which must come from solar energy resources; and Cook County has a goal of reducing GHG emissions 80% by 2050.

5.4 Subtask 5.4 – Pilot case studies and lessons learned

Write and disseminate widely an overall technical findings report, the feasibility studies on the pilot sites, and lessons learned

Task 6: Coordination with Pathways National Coordinator

1. *Principal Investigator (PI) serves on the Coordinating Committee led by the Institute for Sustainable Communities (ISC) and participates in quarterly calls with ISC team.*
2. *PI participates in a remote briefing (up to 60 minute call or teleconference) with the ISC Team early in Q1 to brief ISC on their project and their “needs and wants” related to both the Network and Technical Assistance (TA).*
3. *PI assembles/leads cross-sector, multi-stakeholder team of up to 5 participants in an annual, in-person peer-learning workshop for up to 3 days (in a major U.S. city TBD).*
4. *PI/team participates in online sharing/learning platform, i.e., by visiting the platform regularly, uploading and downloading helpful documents, participating in online discussion boards as desirable, etc., and provides timely responses to requests for information.*
5. *PI/team participates in one or more affinity groups – clusters of Topic A grantees that are working on similar challenges or share a common approach.*
6. *PI/team shares their knowledge products, outreach materials and information on communications plan for their program with the ISC team and participates in the development of case studies and additional knowledge products.*
7. *PI/team will present results and share success stories and lessons learned with local, regional and national peer organizations through conference(s) and/or webinar(s). ISC will provide support to help identify appropriate communities of practice that will benefit from this information. These communities of practice may be primarily focused on topics other than solar.*
8. *At least two members of the team will attend the SunShot Summit. The Summit is likely to occur in the spring of second year of the award. Please incorporate travel costs for two team members for four days of a conference in a major U.S. city TBD.*

Go/No-Go Decision Criteria

The Program will be implemented across two budget periods, with a stage-gate approval process at the end of Budget Period 1 (BP1) to determine if the Program warrants continued funding. To proceed from **BP1 to BP2**, the following Go/No-Go Decision criteria for each task will be evaluated:

Task 1

- Inventory information collection practices are developed, and increasing community shared solar project development activities are documented, year-over-year:
 - 2014 (baseline)
 - 2015 (complete)

Task 2

- Number of local shared solar stakeholders, in the publicly available Stakeholder Directory: 30. The Directory will include, at a minimum, at least one utility representative, three solar developers, three nonprofit development corporations, three municipal representatives, two land banks and five installers. Active stakeholders are those who have formally committed to be part of and regularly attend advisory committee and/or working groups to address specific issues. The directory is a comprehensive list of stakeholders who may have interest or be involved in projects going forward.
- Advisory Committee of active stakeholders, who have formally committed to be part of and regularly attend working groups to address specific issues. With at least 3 stakeholders in each working group.
- Number of working groups that have met, and documented barrier/resolution areas with each shared solar ownership model OR created outreach and communication plan as per their assignments

Task 3:

- Utility collaboration and participation in working group meetings results in built shared solar policy framework and plan for analyzing pilot projects that describes how the elements will be developed and tested in the market

Task 4:

- At least 5 total pilot sites provide letters of exploration from diverse business models obtained (e.g., non-profit, private PPA, others)

Task 5:

- Shared Solar Value Model criteria is created and reviewed with the steering committee and key stakeholders in the working groups
- Local shared solar project costs and benefit information case studies for 5 sites.

Milestones and Deliverables Table

DATES

Milestones

Verification and Deliverables

<p>Q1</p> <p>03/15/2015</p> <p>Project Initiation</p>	<p>M1) 2014 baseline of existing Cook-Chicago Shared Solar projects are identified and inventoried by the team</p> <p>M2) Local market opportunity quantified by project ownership type and associated business models, based on local shared solar technical (supply) and subscriber audience (demand) assessments</p> <p>M3) Initial target list of stakeholders inventoried, including multifamily building owners, solar developers, and subscribers.</p> <p>M4) All Steering Committee representatives including electric utility representative with decision making authority, confirms participation on program steering committee. Kickoff committee and review charter.</p> <p>M5) Create and charter Stakeholder Advisory Group</p>	<p>D1) a 2014 baseline project data has been compiled into a Shared Solar Inventory document (.xls format) is published to the Public Information Site</p> <p>D2) Cook Chicago Shared Solar Demand and Supply Opportunity presentation (ppt format) is published to Public Information Site</p> <p>D3) List of at least 30 targeted local shared solar stakeholders, including multifamily building owners, utility representatives, solar developers, installers, and subscribers is delivered to DOE</p> <p>D4) All members including utility representative are on the program governance team, as evidenced by steering committee project charter signatures or meeting notes</p> <p>D5) Stakeholder Advisory Group meeting notes</p>
<p>Q2</p> <p>06/15/2015</p> <p>Establish Stakeholder Working Groups</p>	<p>M1) Stakeholders, including a utility representative, participate in working group kickoff session and frame out working group areas / objectives</p> <p>M2) Develop a local Cook County best practices report based on national best practices with case studies for stakeholder engagement process</p> <p>M3) Shared solar developer information packages are created and made available via the Public Information Site and through various stakeholder communications.</p>	<p>D1) Kickoff stakeholders working group session invite-list and meeting minutes (doc-format) are accessible through Public Information Site</p> <p>D2) Local Cook County shared Solar best practices report presentation (ppt format) is accessible through Public Information Site</p> <p>D3) Stakeholder group discussions and shared solar informational materials and dissemination process (.doc and .xls formats) are accessible through the Public Information Site</p>
<p>Q3</p> <p>09/15/2015</p> <p>Barriers Review</p>	<p>M1) Summary of local economic and policy barriers and proposed resolutions developed and reviewed with utility and steering committee</p> <p>M2) Work plan developed to address barriers for each CSS business model including: project financing, income streams, ownership structures and other issues.</p>	<p>D1) Local economic and policy barriers and proposed resolutions presentation (ppt format) is available through the Public Information Site.</p> <p>D2) Barriers Resolution Work Plan (doc format)</p>

<p>Q4 12/15/2015 Model Framing</p>	<p>M1) Utility and partners collaborate on scoping of billing structure impacts and tariffs for selected business models M2) Initial inventory of screened pilot site completed, with each project's structuring defined M3) 3 pilot sites provide letters of exploration from diverse business models obtained (e.g., non-profit, private PPA, others)</p>	<p>D1) Analysis of utility billing structure results presentation (ppt format) reviewed with steering committee and results sent to DOE. D2) Initial inventory of screened pilot sites (xls format) D3) Pilot site letters of exploration submitted to DOE</p>
<p>Q5 03/15/2016 Pilot Identification</p>	<p>M1) Updated inventory of Cook Chicago Shared Solar projects are identified and inventoried by the team M2) Initial local shared solar economic costs and benefits assessment is conducted by business model, and results have been reviewed with the steering committee and publicly disseminated. M3) 5 total pilot sites provide letters of exploration from diverse business models obtained (e.g., non-profit, private PPA, others)</p>	<p>D1) Inclusion of 2015 project data compiled into the Shared Solar Inventory document (xls format) D2) 2015 Shared Solar Economic Value Proposition (ppt) is accessible via the Public Informational Site. D3) Pilot site letters of exploration submitted to DOE</p>
<p>Q6 6/15/2016 Pilot Site Feasibility Reviews</p>	<p>M1) Pilot site commitments and plan are completed and disseminated. M2) Third party solar feasibility solicitations are released and responses are received by team</p>	<p>D1) Pilot site commitments and plan are accessible via the Public Informational Site D2) Third party feasibility review contractors determined and signed contract sent to DOE</p>
<p>Q7 9/15/2016 Stakeholder Engagement</p>	<p>M1) Key stakeholders have been engaged in collaborative working groups and a shared inventory of public shared solar projects has been compiled and 2015 study is completed, release of an initial inventory of shared solar projects, and a non-profit organization is formed to support the program M2) A steering committee is formed to support the program and an appropriate shared solar pilot site is identified for the program</p>	<p>D1) Stakeholder working group established, the public information site is updated with shared solar projects, a steering committee is formed, and a non-profit organization is formed to support the program D2) A steering committee is formed to support the program and an appropriate shared solar pilot site is identified for the program D3) A steering committee is formed to support the program and an appropriate shared solar pilot site is identified for the program</p>

<p>Letter of Exploration from local shared solar projects (called "Pilot Sites") to the public. The letterhead will include the project name, location, and a brief description of the project. The letterhead will also include a link to the project's website and a link to the project's steering committee. The letterhead will be published on the project's website and distributed to the project's steering committee members. The letterhead will be published on the project's website and distributed to the project's steering committee members.</p>	<p>Letter of Exploration from local shared solar projects (called "Pilot Sites") to the public. The letterhead will include the project name, location, and a brief description of the project. The letterhead will also include a link to the project's website and a link to the project's steering committee. The letterhead will be published on the project's website and distributed to the project's steering committee members. The letterhead will be published on the project's website and distributed to the project's steering committee members.</p>	<p>Letter of Exploration from local shared solar projects (called "Pilot Sites") to the public. The letterhead will include the project name, location, and a brief description of the project. The letterhead will also include a link to the project's website and a link to the project's steering committee. The letterhead will be published on the project's website and distributed to the project's steering committee members. The letterhead will be published on the project's website and distributed to the project's steering committee members.</p>
<p>Q7 09/15/2016 Pilot Site Feasibility Reviews</p>	<p>M1) At least 3 total feasibility studies for pilot sites conducted</p>	<p>D1) Pilot Site feasibility study reports posted online.</p>
<p>Q8 12/15/2016 Pilot Site Economics</p>	<p>M1) Detailed analysis of pilot site shared solar economic metrics—including project costs, investment costs and revenue savings by business model—is conducted and results are made publicly available, including upfront and on-going costs/benefits assigned to each of the project stakeholders (subscribers, developers, utility) M2) At least 5 total feasibility studies for pilot sites conducted</p>	<p>D1) Detailed financial models completed for pilot sites and accessible through Public Informational Site D2) Pilot Site feasibility study reports posted online.</p>
<p>Q9 03/15/2017 Shared Solar Economics and</p>	<p>M1) Updated inventory of Cook Chicago Shared Solar projects are identified by the team and made publicly available. M2) Final analysis completed on shared solar scalability and local impacts including best practices report, and made publicly available, focused on local shared solar benefit projections (including jobs, subscriber energy savings, carbon reductions, grid benefits)</p>	<p>D1) Inclusion of 2016 project data compiled into the Shared Solar Inventory document (.xls format) and accessible through Public Informational Site D2) Analysis completed on shared solar scalability and local impacts, delivered to steering committee (.ppt format) and accessible through Public Informational Site</p>

¹ Pilot site letters of exploration will be provided on the Developer / Subscriber Audience letterhead with a description of the identified location, project funding structure, and existing/anticipated information that the Pilot participants will provide, and allow to be public, to allow the Project to analyze the Pilots and conduct feasibility studies and derive information on costs and benefits that can be scaled up to lessons for the market.

<p>Impacts Modelling</p>		
<p>Q10 6/15/2017 Continued Impacts Modeling and Potential Installation</p>	<p>M1) Impact analysis of shared solar deployment initiative on state-level directives publicly disseminated, including shared solar's expected contribution to the State of Illinois' RPS and Clean Power Plan reduction targets M2) At least 3 Pilot Sites to convert feasibility studies to full plans and potential installation.</p>	<p>D1) Impact analysis of shared solar deployment initiative on state-level directives, delivered to steering committee (.ppt format) and accessible through Public Informational Site D2) Technical findings reports/feasibility studies delivered to Pilot Site stakeholders, DoE, and made public on website</p>

EXHIBIT 3

Federal Terms and Conditions

SPECIAL TERMS AND CONDITIONS

Cook County, IL ("Recipient"), which is identified in Block 5 of the Cover Page (Assistance Agreement Form), and the Office of Energy Efficiency and Renewable Energy ("EERE"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

Cover Page	Assistance Agreement Form
Body	Special Terms and Conditions
Attachment 1	Statement of Project Objectives and Milestone Summary Table
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions

The following are incorporated into this Award by reference:

- a. DOE Assistance Regulations, 10 CFR Part 600 at <http://ecfr.gpoaccess.gov>.
- b. If the Award is for research and the Award is to a university or non-profit, the Research Terms & Conditions and the DOE Agency Specific Requirements at <http://www.nsf.gov/bfa/dias/policy/rtrc/index.jsp> apply.
- c. National Policy Assurances to be Incorporated as Award Terms in effect on date of award at <http://energy.gov/management/office-management/operational-management/financial-assistance/financial-assistance-forms>.
- d. The Recipient's application/proposal as approved by EERE.

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SUBPART A. GENERAL PROVISIONS

Term 1. EFFECTIVE DATE

The effective date of this Award is stated in Block 3 of the Assistance Agreement Form.

Term 2. AWARD PROJECT PERIOD AND BUDGET PERIODS

The Project Period and Budget Period(s) for this Award are specified in the Assistance Agreement Form.

Term 3. ELECTRONIC AUTHORIZATION OF AWARD DOCUMENTS

Acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature. Further, pursuant to 10 C.F.R. § 600.16, should the Recipient request to draw down Federal funds prior to acknowledging the award documents, the request to draw down funds constitutes the Recipient's acceptance of the terms and conditions of this Award.

Term 4. FLOW DOWN REQUIREMENT

The Recipient agrees to apply the terms and conditions of this Award, as applicable, to all subrecipients (and subcontractors, as appropriate) and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 10 C.F.R. § 600.148; 10 C.F.R. § 600.236(i); 10 C.F.R. § 600.331(c), as applicable dependent on the Recipient's entity type, and the Intellectual Property terms of this Award.

Term 5. COMPLIANCE WITH FEDERAL, STATE, AND MUNICIPAL LAW

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 6. INCONSISTENCY WITH FEDERAL LAW

If the Recipient believes that any term or condition of this Award is inconsistent with Federal statutes or regulations, the Recipient is required to send an immediate written notification to the DOE Award Administrator with a detailed description of the apparent inconsistency.

Term 7. NONCOMPLIANCE

Should the Recipient fail to comply with the requirements of this Award, EERE may take appropriate action consistent with 10 CFR §§ 600.24 and 600.25, including but not limited to, redirecting, suspending or terminating the Award. Further, EERE may deny reimbursement for costs incurred that relate to the failure to comply and such costs may not be recognized as allowable cost share.

Term 8. FEDERAL STEWARDSHIP

EERE will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 9. SUBSTANTIAL INVOLVEMENT

The Solar Market Pathways portfolio of awards is a critical element of the SunShot Initiative and is intended to make significant contributions in support of achieving DOE's goals and objectives. To that end, DOE will be substantially involved in monitoring the work performed under this award and ensuring that all activities performed by the Awardee and its Subcontractors advance the achievement of programmatic goals and objectives. In that regard, DOE will coordinate with the Awardee to identify and negotiate direction or redirection of work performed under this award. DOE will foster collaboration and coordination among Pathways award recipients, other SunShot awardees, DOE-funded National Laboratories (e.g., National Renewable Energy Laboratory), and other relevant organizations as needed. DOE has the right to intervene in the conduct or performance of project activities for programmatic reasons. Intervention includes the interruption or modification of the conduct or performance of project activities. Refer to 10CFR600.5(d) for additional language and citations.

Term 10. FEDERAL INVOLVEMENT

a. Review Meetings.

The Recipient, including but not limited to, the principal investigator (or, if applicable, co-principal investigators), is required to participate in periodic review meetings with EERE. Review meetings enable EERE to assess the work performed under this Award and determine whether the Recipient has timely achieved the technical milestones and deliverables stated in Attachment 1 to this Award.

EERE shall determine the frequency of review meetings and select the day, time, and location of each review meeting and shall do so in a reasonable and good faith manner. EERE will provide the Recipient with reasonable notice of the review meetings.

For each review meeting, the Recipient is required to provide a comprehensive overview of the project, including:

- The Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award;
- The Recipient's actual expenditures compared to the approved budget in Attachment 3 to this Award; and
- Other subject matter specified by the EERE Technology Office Director.

b. Project Meetings.

The Recipient is required to notify EERE in advance of scheduled tests and internal project meetings that would entail discussion of topics that could result in major changes to the baseline project technical scope/approach, cost, or schedule. Upon request by EERE, the Recipient is required to provide EERE with reasonable access (by telephone, webinar, or otherwise) to the tests and project meetings. The Recipient is not expected to delay any work under this Award for the purpose of government insight.

c. Site Visits.

EERE may conduct site visits to review the work performed under this Award, to inspect property and records relating to this Award, to assess the Recipient's implementation of audit findings, and to review the Recipient's compliance with the terms and conditions of this Award and applicable Federal laws and regulations. EERE will provide reasonable advance notice of site visits and minimize interference with ongoing work, to the maximum extent practicable.

d. Go/No Go Decisions.

Attachment 1 to this Award establishes "Go/No Go" decision points. For each "Go/No Go" decision point, EERE must determine whether the Recipient has fully and satisfactorily completed the work described in Attachment 1 to this Award. As a result of a Go/No Go review, in its discretion, EERE may take one of the following actions:

- (1) authorize Federal funding for the next budget period for the Project;
- (2) recommend redirection of work under the Project;
- (3) place a hold on the Federal funding for the Project, pending further supporting data; or
- (4) discontinue providing Federal funding for the Project beyond the current budget period as the result of insufficient progress, change in strategic direction, or lack of available funding.

e. Technical Milestones and Deliverables.

Attachment 1 to this Award establishes technical milestones and deliverables. If the Recipient fails to achieve two or more technical milestones and deliverables, EERE may renegotiate the Statement of Project Objectives and/or Milestone Summary Table in Attachment 1 to this Award. In the alternative, EERE may deem the Recipient's failure to achieve these technical milestones and deliverables to be material noncompliance with the terms and conditions of this Award and take action to suspend or terminate the Award.

f. EERE Access.

The Recipient must provide any information, documents, site access, or other assistance requested by EERE for the purpose of its Federal stewardship or substantial involvement.

Term 11. NEPA REQUIREMENTS

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, EERE has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Statement of Project Objectives (SOPO) approved by the Contracting Officer. The Recipient is thereby authorized to use Federal funds for the defined project activities. This NEPA determination is specific to the project activities as described in the SOPO approved by the Contracting Officer.

If the Recipient later intends to add to or modify the activities in the approved SOPO, those new activities or modified activities are subject to additional NEPA review and are

not authorized for Federal funding until the Contracting Officer provides approval on those additions or modifications. Recipients are restricted from taking any action using Federal funds, which would have an adverse effect on the environment or limit the choice of reasonable alternatives prior to authorization from the Contracting Officer. Should the Recipient elect to undertake activities prior to authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 12. PERFORMANCE OF WORK IN UNITED STATES

a. Requirement.

All work performed under this Award must be performed in the United States. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

b. Failure to Comply.

If the Recipient fails to comply with the Performance of Work in the United States requirement, the Contracting Officer may deny reimbursement for the work conducted outside the United States and such costs may not be recognized as allowable Recipient cost share. The Recipient is responsible should any work under this Award be performed outside the United States, absent a waiver, regardless of if the work is performed by the Recipient, subrecipients, vendors or other project partners.

c. Waiver.

There may be limited circumstances where it is in the interest of the project to perform a portion of the work outside the United States. To seek a waiver of the Performance of Work in the United States requirement, the Recipient must submit a written waiver request to EERE, which includes the following information:

- The countries in which the work is proposed to be performed;
- A description of the work proposed to be performed outside the U.S.;
- Proposed budget of work to be performed; and
- The rationale for performing the work outside the U.S.

For the rationale, the Recipient must demonstrate to the satisfaction of EERE that a waiver would further the purposes of the FOA that the Award was selected under and is otherwise in the interests of EERE and the United States. EERE may require additional information before considering a waiver request.

Term 13. NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 14. REPORTING REQUIREMENTS

a. Requirements.

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award.

b. Dissemination of scientific/technical reports.

Scientific/technical reports submitted under this Award will be disseminated on the Internet via the DOE Information Bridge (www.osti.gov/bridge), unless the report contains patentable material, protected data or SBIR/STTR data. Citations for journal articles produced under the Award will appear on the DOE Energy Citations Database (www.osti.gov/energycitations).

c. Restrictions.

Reports submitted to the DOE Information Bridge must not contain any Protected Personal Identifiable Information (PII), limited rights data (proprietary data), classified information, information subject to export control classification, or other information not subject to release.

Term 15. LOBBYING

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 16. PUBLICATIONS

EERE encourages the Recipient to publish or otherwise make publicly available the results of work performed under this Award. The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award:

- *Acknowledgment:* "The information, data, or work presented herein was funded in part by the Office of Energy Efficiency and Renewable Energy (EERE), U.S. Department of Energy, under Award Number DE-_____."
- *Disclaimer:* "The information, data, or work presented herein was funded in part by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

Term 17. NO-COST EXTENSION

As provided in 10 C.F.R. § 600.230, the Recipient may request the Contracting Officer to authorize a one-time, no-cost extension of this Award. Such requests must be submitted in writing to the DOE Technology Manager/Program Manager at least 60 days before the end of the current budget period. The Contracting Officer may, as his/her discretion, grant or deny such requests.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 18. REAL PROPERTY, EQUIPMENT, AND SUPPLIES

Recipients must comply with the relevant property regulations depending on their entity type and the type of property. The property provision contained in these terms and conditions are a reiteration of the most important rules.

Recipients shall follow the use, management and disposition rules contained in the

regulations referenced below.

Non-profits must comply with 10 CFR 600.132 for Real property, 10 CFR 600.134 for Equipment and 10 CFR 600.135 for supplies. State and Local Governments must comply with 10 CFR 600.231 for Real property, 10 CFR 600.232 for Equipment and 10 CFR 600.233 for supplies. For-Profit Entities must comply with 10 CFR 600.321 for Real property and Equipment and 10 CFR 600.324 for supplies.

Regardless of the prime recipient, the entity that actually acquires the property determines the governing regulation.

Recipients shall obtain prior approval from the Contracting Officer before purchasing real property or equipment or supplies with award funds.

Recipients may purchase real property or equipment in whole or in part with Federal funds under an award only with the prior approval of the Contracting Officer. Generally, requests for approval of purchases of Real property will be denied.

Recipient shall not encumber property purchased with award funds without the written approval of Contracting Officer. The Recipient may request, however, that DOE permit an encumbrance on or subordination of DOE's property interest hereunder. In response to such request, the Contracting Officer may require the Recipient to submit relevant supporting documentation.

Any sale or transfer of Property must be approved by the Contracting Officer unless the recipient first compensates DOE for a share of the fair market value of the property equal to the percentage of Federal participation in the project. This includes any sales of property or sales or transfers of ownership of Recipient. For purposes of this provision, "sale or transfer of the Recipient" means a sale of more than 50 percent of the outstanding voting securities of the Recipient, sale of substantially all of the assets of the Recipient, or merger or similar transaction or series of transactions involving the Recipient. DOE's interest in the Property survives any sale or transfer of the Recipient and/or the Property unless specifically approved in writing by DOE. For purposes of this Term, "Property" is defined to include supplies, equipment and real property acquired whole or in part with Federal funds under the Award or accepted by the Contracting Officer as recipient cost share for this Award. "Intellectual Property" is not included in this definition.

Term 19. RECORD RETENTION

Consistent with 10 C.F.R. Part 600, the Recipient is required to retain records relating to this Award for three years after the end of the project period, unless one of the following exceptions applies:

- (i) If any litigation, claim, or audit is started before the expiration of the three-year period, the Recipient is required to retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (ii) The Recipient is required to retain records for any real property or equipment acquired with Federal funds for three years after final disposition of the real property or equipment.

This includes maintaining records of all project costs claimed as cost share, including in-kind costs, as well as records of costs to be paid by EERE. Such records are subject to audit. Copies of records may be substituted for originals.

Term 20. AUDITS

a. Government-Initiated Audits.

The Recipient is required to provide any information, documents, site access, or other assistance requested by EERE, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 10 C.F.R. Part 600, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

b. Annual Compliance Audits.

The Recipient is required to comply with the annual compliance audit requirements in 10 C.F.R. Part 600 – specifically, 10 C.F.R. § 600.126 for institutions of higher education and nonprofit organizations, 10 C.F.R. § 600.226 for state and local governments, and 10 C.F.R. § 600.316 for for-profit entities. The annual compliance audits are independent from Government-initiated audits discussed in paragraph (a) of this Term, and must be paid for by the Recipient. To minimize expense, the Recipient may have a compliance audit in conjunction with its annual audit of financial statements.

Term 21. DISPUTES

The Recipient is required to resolve all disputes in accordance with the procedures set forth in 10 C.F.R. § 600.22.

SUBPART B. FINANCIAL PROVISIONS

Term 22. MAXIMUM OBLIGATION

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement Form to this Award.

Term 23. FUNDING OF BUDGET PERIODS

EERE has obligated \$1,238,308 for completion of the Project; however, only \$637,349 is available for work performed by the Recipient during Budget Period 1 of the Project. For Budget Period 2, the remainder or \$600,959 is contingent upon: (1) availability of Federal funds appropriated by Congress for the purpose of this program; (2) the availability of future-year budget authority; (3) EERE's Go/No-Go decision; (4) the Recipient's submission of a continuation application; and (5) written approval of the continuation application by the Contracting Officer.

In the event that the Recipient does not submit a continuation application for subsequent Budget Periods, or EERE disapproves a continuation application for subsequent Budget Periods, the maximum EERE liability to the Recipient is the funds that are available for the current approved Budget Period(s). In such event, EERE reserves the right to deobligate any remaining Federal funds.

Term 24. CONTINUATION APPLICATION AND FUNDING

a. **Continuation Application.**

A continuation application is a non-competitive application for an additional budget period within a previously approved project period. At least ninety (90) days before the end of each budget period, the Recipient must submit to the EERE Technology Manager/ Program Manager and the DOE Award Administrator its continuation application, which includes the following information:

1. A report on the Recipient's progress towards meeting the objectives of the project, including any significant findings, conclusions, or developments, and an estimate of any unobligated balances remaining at the end of the budget period. If the remaining unobligated balance is estimated to exceed 20 percent of the funds available for the budget period, explain why the excess funds have not been obligated and how they will be used in the next budget period.
2. A detailed budget and supporting justification if there are changes to the negotiated budget, or a budget for the upcoming budget period was not approved at the time of award.
3. A description of any planned changes from the negotiated Statement of Project Objectives and/or Milestone Summary Table.

b. Continuation Funding.

Continuation funding is contingent on (1) the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority; (2) Recipient's technical progress compared to the Milestone Summary Table stated in Attachment 1 to this Award; (3) EERE's Go/No-Go decision; (4) Recipient's submittal of required reports; and (5) Recipient's compliance with the terms and conditions of the Award.

Term 25. COST SHARING

a. Cost Sharing Obligations.

The Recipient must provide the "Cost Share" amount stated in Block 12 of the Assistance Agreement Form to this Award. EERE and the Recipient's cost share for the total estimated project costs are listed below.

Table 1

EERE Cost Share \$ / %	Recipient Cost Share \$ / %	Total Estimated Project Costs
\$1,238,308 / 74.5%	\$424,899 / 25.5%	\$1,663,206

The Recipient must provide its required "Cost Share" amount as a percentage of the total project costs in each invoice period for the duration of the project period. Specifically, the cumulative cost share percentage provided to date on each invoice received must reflect, at a minimum, the cost sharing percentage specified in the Award.

b. Cost Share Obligation If Award Terminated or Discontinued.

If the Award is terminated or is otherwise not funded to completion, the Recipient is not required to provide the entire "Cost Share" amount stated in Block 12 of the Assistance Agreement Form to this Award; however, the Recipient must provide its share (i.e., percentage as shown in Table 1 above) of the total project cost reimbursed as of the date of the termination or discontinuation.

c. Source of Cost Share.

The Recipient may not use Federal funds to meet its cost sharing obligations, unless otherwise allowed by Federal law.

d. Inability to Comply with Cost Sharing Obligations.

If the Recipient determines that it is unable to meet its cost sharing obligations, the Recipient must notify the DOE Award Administrator in writing immediately. The notification must include the following information: (i) whether the Recipient intends to continue or phase out the project, and (ii) if the Recipient intends to continue the project, how the Recipient will pay (or secure replacement funding for) the Recipient's share of the total project cost.

If the Recipient fails to meet its cost sharing obligations, EERE may recover some or all of the financial assistance provided under this Award. The amount EERE would seek to recover under this Term would be predicated on EERE's analysis of the Recipient's compliance with their cost sharing obligation under the Award.

Term 26. REFUND OBLIGATION

The Recipient must refund any excess payments received from EERE, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to EERE the difference between (i) the total payments received from EERE, and (ii) the Federal share of the costs incurred.

Term 27. ALLOWABLE COSTS

a. Allowable Costs for For-Profit Entities and Certain Non-Profit Organizations.

For for-profit entities and nonprofit organizations listed in Attachment C to OMB Circular A-122 (codified at 2 C.F.R. Part 230), EERE determines the allowability of costs through reference to the for-profit cost principles in the Federal Acquisition Regulations (48 C.F.R. Part 31).

b. Allowable Costs for Nonprofits.

For nonprofit organizations *not listed* in Attachment C to OMB Circular A-122 (codified at 2 C.F.R. Part 230), EERE determines the allowability of costs through reference to the cost principles for nonprofit organizations in OMB Circular A-122 (Codified at 2 C.F.R. Part 230).

c. Allowable Costs for Institutions of Higher Education.

For institutions of higher education, EERE determines the allowability of costs through reference to OMB Circular A-21, "Cost Principles of Educational Institutions" (codified at 2 C.F.R. Part 220).

d. Allowable Costs for States and Local Governments.

For States, local governments, and tribes, EERE determines the allowability of costs through reference to OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments" (codified at 2 C.F.R. Part 225).

e. Unallowable Direct Costs in Addition to Those in OMB Circulars A-21 & A-122.

Interest penalties for late payments to the Recipient and subrecipients are not allowable costs under this Award.

f. Project Costs.

All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the applicable cost principles. Upon request, the Recipient is required to provide such records to EERE. Such records are subject to audit. Failure to provide EERE adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

a. Lower-than-Expected Indirect Costs.

If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period. If at the completion of the award the Government share of total allowable costs (i.e., direct and indirect) is less than the cost reimbursed, the Recipient must refund the difference.

b. Higher-than-Expected Indirect Costs.

The Recipient understands that it is solely and exclusively responsible for managing its indirect costs. The Recipient further understands that EERE will not amend this Award solely to provide additional funds to cover increases in the Recipient's indirect cost rate.

EERE recognizes that the Recipient may not be fully reimbursed for increases in its indirect cost rate, which may result in under-recovery. In the event that the Recipient is not fully reimbursed for increases in its indirect cost rate, the Recipient may use any under-recovery to meet its cost sharing obligations under this Award.

c. Subrecipient Indirect Costs.

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, allowable and otherwise comply with the requirements of this Award and 10 CFR Part 600.

Term 29. LIMITATIONS ON COMPENSATION COSTS

The annual compensation costs allowable for an individual proposed as a direct cost under this Award are limited to \$250,000 (i.e., \$250,000 is the maximum amount that EERE will reimburse a Recipient for any one individual's annual compensation and EERE will not recognize such costs above \$250,000 as Recipient cost share).

This limitation does not restrict the Recipient or its subrecipients from providing annual compensation to an individual that exceeds \$250,000. However, any amount above \$250,000 cannot be included as a direct cost in the total project costs (i.e., Federal share or Recipient cost share).

For purposes of this Award term only, the term "annual compensation costs" is defined to include the total amount of wages and salary paid to the employee, which have been approved by the Contracting Officer.

Term 30. USE OF PROGRAM INCOME

If the Recipient earns program income during the project period as a result of this Award, the Recipient may use the program income to meet its cost sharing requirement.

Term 31. PAYMENT PROCEDURES

a. Method of Payment.

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

b. Requesting Reimbursement.

Requests for reimbursements must be made through the ASAP system.

c. Adjusting Payment Requests for Available Cash.

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from EERE.

d. Payments.

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

e. Unauthorized Drawdown of Federal Funds.

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund EERE any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 10 C.F.R. § 600.122, 10 C.F.R. § 600.221, or 10 C.F.R. § 600.312, as applicable.

f. Supporting Documents for Agency Approval of Payments.

DOE may require Agency pre-approval of payments. If the Agency approval requirement is in effect for the Recipient's Award, the ASAP system will indicate that

Agency approval is required when the Recipient submits a request for payment. The Recipient must notify the DOE Technology Manager/ Program Manager identified on the Assistance Agreement that a payment request has been submitted. The DOE payment authorizing official may request additional information from the Recipient to support the payment requests prior to release of funds, as deemed necessary. Recipient is required to comply with these requests. Supporting documents include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the payment requests.

Term 32. BUDGET CHANGES

a. Budget Changes Generally.

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement Form of this Award, must be approved in advance and in writing by the Contracting Officer.

EERE may deny reimbursement for any failure to comply with the requirements in this clause.

b. Transfers of Funds Among Direct Cost Categories.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement Form of this Award.

The Recipient is required to notify the EERE Technology Manager/Program Manager of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement Form of this Award.

c. Transfer of Funds Between Direct and Indirect Cost Categories.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories.

SUBPART C. MISCELLANEOUS PROVISIONS

Term 33. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP

- a. The Recipient shall immediately, but no later than five (5) days, notify EERE of the occurrence of any of the following events: (i) the Recipient or the Recipient's parent's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act; (ii) the Recipient's consent to the institution of an involuntary case under the Bankruptcy Act against the Recipient or the Recipient's parent; (iii) the filing of any similar proceeding for or against the Recipient or the Recipient's parent, or the Recipient's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the Recipient, under any other applicable state or Federal law; or (iv) the Recipient's insolvency due to its inability to pay debts generally as they become due.
- b. Such notification shall be in writing and shall: (i) specifically set out the details of the occurrence of an event referenced in paragraph (a); (ii) provide the facts surrounding that event; and (iii) provide the impact such event will have on the project being funded by this Award.
- c. Upon the occurrence of any of the four events described in paragraph a. of this term, EERE reserves the right to conduct a review of the Recipient's Award to determine the Recipient's compliance with the required elements of the Award (including such items as cost share, progress towards technical project objectives, and submission of required reports). If the EERE review determines that there are significant deficiencies or concerns with the Recipient's performance under the Award, EERE reserves the right to impose additional requirements, as needed, including (i) change of payment method; or (ii) institute payment controls.
- d. Failure of the Recipient to comply with this term may be considered a material noncompliance of this Award by the Contracting Officer.

Term 34. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

a. Reporting of first-tier subawards.

- 1. Applicability. Unless the Recipient is exempt as provided in paragraph d. of this award term, the Recipient must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this

award term).

2. Where and when to report.

i. The Recipient must report each obligating action described in paragraph a.1. of this award term to <https://www.fsr.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. The Recipient must report the information about each obligating action that the submission instructions posted at <https://www.fsr.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if

i. The total Federal funding authorized to date under this Award is \$25,000 or more;

ii. In the preceding fiscal year, the Recipient received;

(A) 80 percent or more of the Recipient's annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

2. Where and when to report. The Recipient must report executive total compensation described in paragraph b.1. of this award term:

i. As part of the Recipient's registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless the Recipient is exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, the Recipient shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if;

i. In the subrecipient's preceding fiscal year, the subrecipient received;

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

2. Where and when to report. The Recipient must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which the Recipient makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between

October 1 and 31), the Recipient must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, the Recipient had gross income, from all sources, under \$300,000, it is exempt from the requirements to report:

- i. Subawards and;
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this Award term:

1. Entity means all of the following, as defined in 2 CFR Part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this award and that the recipient awards to an eligible subrecipient.
- ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).

iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

4. Subrecipient means an entity that:

- i. Receives a subaward from the Recipient under this award; and
- ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (*e.g.* severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Term 35. SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

- a. Requirement for Registration in the System for Award Management (SAM)

Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

If the Recipient had an active registration in the CCR, it has an active registration in SAM.

b. Requirement for Data Universal Numbering System (DUNS) Numbers

If the Recipient is authorized to make subawards under this Award, the Recipient:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

c. Definitions

For purposes of this award term:

1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov>).
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization; and
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.
- ii. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations).
- iii. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

5. Subrecipient means an entity that:

- i. Receives a subaward from the Recipient under this Award; and
- ii. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 36. SUBAWARD/SUBCONTRACT CHANGE NOTIFICATION

Except for subawards and/or subcontracts specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subawards/subcontracts. This notification does not constitute a waiver of the prior approval requirements outlined in 10 CFR Part 600, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

1. A description of the research to be performed, the service to be provided, or the equipment to be purchased;
2. Cost share commitment letter if the subawardee is providing cost share to the Award;
3. An assurance that the process undertaken by the Recipient to solicit the subaward/subcontract complies with their written procurement procedures as outlined in 10 CFR § 600.144, 10 CFR § 600.236, and 10 CFR § 600.331.
4. An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subawardee/subcontractor and that the Recipient's written standards of conduct were followed;¹
5. A completed Environmental Questionnaire, if applicable;
6. An assurance that the subawardee/subcontractor is not a debarred or suspended entity; and
7. An assurance that all required award provisions will be flowed down in the resulting subaward/subcontract.

The Recipient is responsible for making a final determination to award or modify subawards/subcontracts under this agreement, but the Recipient may not proceed with the subaward/subcontract until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subaward/subcontract documentation stipulated above, Recipient may proceed to award or modify the proposed subaward/subcontract.

¹ It is DOE's position that the existence of a "covered relationship" as defined in 5 C.F.R. § 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subawardee's/subcontractor's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subaward or subcontract does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subcontract or subaward to: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

Term 37. CONFERENCE SPENDING

The recipient shall not expend funds for the purpose of defraying the cost to the United States Government of a conference [described in subsection (c) of the Consolidated and

Further Continuing Appropriations Act, 2013] that was more than \$20,000, or circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General or senior ethics official for any entity without an Inspector General, of the date, location, and number of employees attending such conference that is not directly and programmatically related to the purpose for which the grant or cooperative agreement was awarded.

ATTACHMENT 4:
EERE INTELLECTUAL PROPERTY PROVISIONS:
NONRESEARCH AND DEVELOPMENT AWARDS

Nonprofit organizations are subject to the intellectual property requirements at 10 CFR 600.136(a), (c) and (d). All other organizations are subject to the intellectual property requirements at 10 CFR 600.136(a) and (c).

600.136 Intangible property.

(a) Recipients may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under an award. DOE reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the work for Federal purposes, and to authorize others to do so.

(c) DOE has the right to:

(1) Obtain, reproduce, publish or otherwise use the data first produced under an award; and

(2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(d) In addition, in response to a Freedom of Information act (FOIA) request for research data relating to published research findings produced under an award that were used by the Federal Government in developing an agency action that has the force and effect of law, the DOE shall request, and the recipient shall provide, within a reasonable time, the research data so that they can be made available to the public through the procedures established under the FOIA. If the DOE obtains the research data solely in response to a FOIA request, the agency may charge the requester a reasonable fee equaling the full incremental cost of obtaining the research data. This fee should reflect the costs incurred by the agency, the recipient, and applicable subrecipients. This fee is in addition to any fees the agency may assess under the FOIA (5 U.S.C. 552(a)(4)(A)).

EXHIBIT 4

Evidence of Insurance

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
2/27/2015

PRODUCER The Rockwood Company
Attn: Steven Wilcox
20 N. Wacker Drive, Suite 960
Chicago IL 60606
(312) 621-2210

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

INSURERS AFFORDING COVERAGE

INSURED
Elevate Energy
322 S. Green Street, Suite 300
Chicago IL 60607

INSURER A: Alliance of Nonprofits for Insurance, RRG
INSURER B: Hartford Ins Co of the Midwest
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2014-41965	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 500,000
					MED EXP (Any one person) \$ 20,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OF AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Business Automobile	2014-41965	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	2014-41965-UMB	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	83-WEC-BX2633	1/1/2015	1/1/2016	WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
A	OTHER Professional Liability	2014-41965	12/31/2014	12/31/2015	E.L. DISEASE - POLICY LIMIT \$ 500,000
					Each Occurrence 1,000,000 General 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County of Cook is included as an Additional Insured under the Insured's General Liability and Automobile Liability coverages as respects liability arising out of the Insured's activities.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE

Steven Wilcox

ACORD 25-S (7/97)

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EXHIBIT 5

Travel Policy



MEMORANDUM

To: Cook County Employees

From: Martha Martinez
Chief Administrative Officer

Subject: Change in 2015 County Automobile Travel Mileage Reimbursement

Date: December 18, 2014

The Internal Revenue Service has increased the allowable standard business reimbursement for mileage to \$0.575 per mile, up from \$0.560.

In compliance with the Cook County Travel and Transportation Expense Reimbursement Plan, the Bureau of Administration has authorized the compensation for use of employee owned automobiles at **\$0.575 per mile, effective January 1, 2015.** No retroactive reimbursement will be allowed before the January 1 date.

The change is in accordance with Cook County's Transportation Expense Reimbursement and Travel Regulations Policy approved by the Board of Commissioners in 2009 which states:

Any employee who is required and authorized to use his/her personally owned automobile on conduct of official County business shall be allowed and paid semi-monthly compensation. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.

Please remember that department heads are responsible for reviewing reimbursement requests for accuracy and appropriateness. In particular, employees shall not be reimbursed for travel between their home and their normal work assignment. If you have any questions, please contact the Bureau of Administration.

cc: Kim Foxx, Chief of Staff
Tasha Cruzat, Deputy Chief of Staff
Lawrence Wilson, Comptroller

ONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

RICHARD R. BOYKIN
1st District

ROBERT B. STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
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AN PATRICIA MURPHY
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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

ZABETH ANN DOODY GORMAN
17th District



**COOK COUNTY
TRANSPORTATION
EXPENSE REIMBURSEMENT
AND TRAVEL REGULATIONS
POLICY**

Adopted: FY2009

COOK COUNTY TRANSPORTATION EXPENSE REIMBURSEMENT

SECTION I. AUTOMOBILE REIMBURSEMENT PLAN

- A. Any employee who is required and authorized to use their personally owned automobile in the conduct of official County Business shall be allowed and reimbursed. The number of County business miles driven per ½ month will be compensated at the standard IRS deduction for business related transportation currently in effect and authorized by the Bureau of Administration. IRS mileage rates adjusted midyear will not be made retroactive.
- B. In addition, parking and tolls shall be allowed for reimbursement if items are supported by receipts. Proof of IPASS charges shall be submitted along with the Transportation Expense Voucher.

SECTION II. GUIDELINES

A. Commuting Expenses

Commuting expenses between an employee's home and regular place of assignment will not be reimbursed, even if an employee's regular place of assignment is at different locations on different days within the County.

Example: An employee working for the Assessor's Office is regularly assigned to the Assessor's Office in Markham on Mondays and to the Assessor's Office in Maywood on Tuesdays through Fridays. Travel expenses to and from the employee's home and Assessor's Office on any day will not be reimbursed when assignments are permanent.

B. Temporary and Minor Assignments (residence to temporary duty point)

Employees who are required to perform County business in the form of temporary and minor assignments beyond the general area of their regular place of assignment in the County may be reimbursed for their transportation expenses between home and their first or last stop, for such travel attributed to County business.

Mileage to first stop or from last stop between home and temporary place of assignment may be allowed and reimbursed.

Authorization for reimbursement for transportation between home and first or last stop shall only be allowed when, in the judgment of the Department head, reporting to the regular place of assignment is not reasonable because of the elements of time, place, business purpose and employee effectiveness. The assignment must be temporary and not indefinite.

C. Temporary and Minor Assignments (mileage between temporary duty points)

Employees who receive one or more temporary assignments in a day may be reimbursed for transportation for getting from one place to the other. Mileage from the employee's regular place of assignment, or first duty point, to all temporary duty points and back to regular place of assignment, or last duty point, is entitled to reimbursement.

D. General Guidelines

1. Mileage must be computed on the basis of the most direct route. Any mileage incurred solely for personal reasons is not reimbursable.
2. Employees must bear the cost of their normal commuting expenses between residence and official place of assignment.
3. Close supervision shall be maintained over the use of privately owned vehicles by the Department Heads. Authorization for use of privately owned vehicles shall only be given when deemed a service and benefit to Cook County Government. Reimbursements for transportation shall only be as compensation for services performed for the County.

SECTION III. TRANSPORTATION EXPENSE VOUCHER

A. Preparation

1. All claims for compensation of transportation expenses including the use of privately owned automobile and incidental parking fees and tolls, and taxicab and bus fares shall be submitted and itemized in the Transportation Expense Voucher. (For each stop of business use, enter date, started from location, finished at location, miles and expense between each stop. Total the dollar amount and enter in the space for "Total.")
2. When travel between home and first or last temporary duty point is authorized, the employee's residence shall be entered on the Transportation Expense Voucher, "Started from Location" or "Finished at Location."
3. The Transportation Expense Voucher shall be supported by receipts for all items, individually.
4. The Transportation Expense Voucher shall be prepared and signed by the individual who has incurred the expense and signed by their Supervisor. The original Voucher shall be submitted to the Comptroller's Office and a copy should be retained by the employee and by the department. Falsification of a Transportation Expense Voucher is considered a major cause infraction subject to disciplinary action up to and including discharge.

5. The individual submitting the Transportation Expense Voucher is personally responsible for its accuracy and priority. Trip details shall be entered immediately following automobile use to eliminate possibility of errors. The form must be completed in its entirety, e.g., insurance coverage.

B. Approval and Submission

1. The Transportation Expense Voucher shall be approved by the Department Head or a designated representative, who shall sign the original copy of the Transportation Expense Voucher. The original Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Transportation Expense Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Transportation Expense Voucher shall be retained by the department and the employee.
2. Any Transportation Expense Voucher not prepared in accordance with these regulations, including the proper signatures, will be returned to the originator for corrections.

C. Authorized Attendance at Seminars, Meetings, Conventions, etc., on County Business

These expenses shall be detailed in accordance with the procedure relating to "Cook County Travel Regulations."

SECTION IV. COUNTY-OWNED AUTOMOBILE

Section 162(a)(2) of the Internal Revenue Code requires that any employee who is assigned a County-owned vehicle for use in performance of the employee's duties and who uses the vehicle for use in performance of the employee's duties and who uses the vehicle to commute from home to work and/or from work to home must include in their compensation the value to the employee (as provided for by the IRS) for each day such vehicle is used for commuting purposes, and Cook County must include this compensation on employee W-2 form.

The use of County-owned vehicles for personal use is prohibited.

COOK COUNTY TRAVEL REGULATIONS

SECTION I TRAVEL EXPENSES

- A. Travel expenses are ordinary and necessary expenses for transportation, hotel accommodations, meals and incidental expenses for travel that is longer than an ordinary day's work, and the employee needs to get sleep or rest during non-working time while away.

Reimbursements shall be allowed if the following requirements are met:

1. Travel is for periods more than or equal to be employee's scheduled workdays hours, plus 2 hours (usually 10 hours).
2. The employee must get sleep or rest while away in order to complete County business. (This does not mean napping in the car.)
3. Lodging and air travel shall be arranged through a County travel vendor, as specified by the Purchasing Agent.

SECTION II RESPONSIBILITY OF DEPARTMENT HEAD

- A. The Department Head is responsible for the execution of all travel regulations as well as such other policies and guidelines regarding travel as published by the Bureau of Administration.
- B. All travel subject to these regulations shall be authorized in advance by the Department Head in accordance with current County directives.
- C. Each Department shall develop a system for the prior authorization and control of travel to prevent expenses exceeding appropriations and to hold travel to the minimum required for efficient and economical conduct of County business.
- D. The rates for reimbursements set forth in these regulations represent the maximums permitted under IRS guidelines.

SECTION III ALLOWABLE TRANSPORTATION EXPENSE

- A. Modes of transportation authorized for official travel in the course of County business will include automobiles, railroads, airlines, buses, taxicabs, and other usual means of conveyance. Transportation may include fares and expenses incidental to transportation such as baggage transfer, official telephone messages in connection with items classed as transportation, and reasonable tips.
- B. All taxicab fares shall be accompanied by a receipt indicating the amount paid.

- C. Transportation between place of lodging and place of business at a temporary work location shall be allowed as a transportation expense.

SECTION IV MODE OF TRAVEL

- A. All travel shall be by the most direct route.
- B. In cases where an individual for their own convenience travels by an indirect route or interrupts travel by direct route, that individual shall bear the extra expense. Reimbursement for expenses shall be based only on such charges as would have been incurred by the most direct and economical route.
- C. All travel shall be by the most economical mode of transportation available, considering travel time, costs, and work requirements.

SECTION V ACCOMMODATIONS ON AIRPLANES, TRAINS, AND BUSES

- A. First class travel is prohibited
- B. Travel on airplanes shall be coach class.
- C. Any charges incurred as a result of changes to an original airline reservation made prior to or during travel are subject to Department Head approval.

SECTION VI USE OF PRIVATELY OWNED OR RENTED CONVEYANCE

- A. When an individual rendering service to the County uses privately owned motor vehicles in the conduct of official business and such use is authorized or approved as advantageous to the County, payment shall be made on a mileage basis at rates not to exceed those published by the Bureau of Administration.
- B. Reimbursement for the cost of automobile parking fees and tolls shall be allowed. The fee for parking an automobile at a common carrier terminal, or other parking area, while the traveler is on official business, shall be allowed only to the extent that the fee does not exceed the cost of public transportation.
- C. When a privately owned automobile is used for travel, the total transportation cost (including mileage allowance, parking fees, tolls and per diem expenses) shall not exceed the cost of public transportation, if reasonable public transportation is available.
- D. The use of rented automobiles will be kept to an absolute minimum and rented only in an emergency upon prior approval of the responsible Department Head. Every effort shall be made to obtain other suitable transportation rather than to use rented vehicles. Where emergencies require the use of a rented vehicle, the most economical vehicle available and suitable for the conduct of County business shall be obtained.

SECTION VII LIVING EXPENSES

A. Meals and Incidental Expense (M&IE)

Employees assigned to out of town travel shall receive a per diem set by the current U.S. General Services Administration in their Federal Travel Regulations (FTR) Meal and Incidental Expense (M&IE) rate. Travel rates differ by travel location and are periodically revised by the Federal Government. These rates can be found at the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

The per diem rate is intended to include all meals and incidental expenses during the period of travel. There will be no reimbursement for meals and incidental expenses beyond this rate.

In addition, the traveler may receive reimbursement for special expenses as provided in Paragraph "C-3" below.

B. Travel Without Lodging

When lodging is not required, the per diem M&IE allowance is not permitted. Travel shall be on "actual expenses incurred."

C. Reimbursable Expenses

1. Lodging - Reasonable costs of hotel accommodations incurred will be allowed. Lodging shall be reimbursed by receipt up to the limits of the current Federal Travel Regulations as shown on the GSA "Domestic Per Diem Rates" website page at www.gsa.gov/perdiem.

Questions of reasonable hotel accommodations should be referred to the Bureau of Administration. Receipts are to be submitted with the Invoice Form to support accommodation expenses claimed.

2. Transportation - Transportation to and from duty point; between places of lodging, business and meals shall be allowed.
3. Special Expenses - The reasonable cost of miscellaneous expenses incurred shall be allowed to a traveler. The following are examples of miscellaneous expenses that may be deemed reimbursable or non-reimbursable:

<u>Reimbursable</u>	<u>Non-Reimbursable</u>
Stenographic and Typing Services	Entertainment
Storage of Baggage	Alcoholic Beverages
Hire of Room for Official Business	Traffic Tickets
Telephone Calls on Official Business	

All special expenses shall be itemized on the Conference and Travel Reimbursement Voucher with receipts attached.

SECTION VIII CONFERENCES

When the cost of meals for approved seminars or official meetings is an integral part of the Registration Fee, the "per diem" traveler shall deduct such amounts from the "cost of meals and incidental expenses" allowance, and the traveler on "actual expenses incurred" shall not claim meals which are included in the conference fee.

SECTION IX CONFERENCE AND TRAVEL REIMBURSEMENT VOUCHER

A. Memorandum of Expenditures

A memorandum of all travel expenditures properly chargeable to the County shall be kept by individuals subject to these regulations. The information thus accumulated shall be available for proper Invoice Form preparation.

B. Conference and Travel Reimbursement Voucher Preparation

1. All claims for reimbursement of travel expenses shall be submitted on the Conference and Travel Reimbursement Voucher and shall be itemized in accordance with these regulations.
2. The Conference and Travel Reimbursement Voucher shall show the purpose of travel, the dates of travel, the points of departure and destination, mode of transportation, and the cost of the transportation secured or mileage allowance if automobile is used.
3. The Conference and Travel Reimbursement Voucher shall be supported by receipts in all instances for railroad and airplane transportation, for lodging, meals and incidental expense (M&IE) items, and all other items. Also, a copy of the travel authorization is to be included for out-of-state travel.
4. The Conference and Travel Reimbursement Voucher shall be prepared and signed by the individual who has incurred the expenses.
5. The individual submitting the Conference and Travel Reimbursement Voucher is personally responsible for accuracy and propriety. A misrepresentation shall be cause for disciplinary or legal action.

C. Approval and Submission of Invoice Form

1. The Conference and Travel Reimbursement Voucher shall be approved by the Department Head or a designated representative, who shall sign the original Voucher and submit to the Comptroller's Office. A copy of the Voucher shall be retained by the Department as well as the person submitting the Voucher.
2. Any Conference and Travel Reimbursement Voucher not prepared in accordance with these regulations or not properly supported by receipts where required will be returned to the originator for correction.

D.

Frequency of Submission

The original Conference and Travel Reimbursement Voucher shall be sent to the Comptroller's Office by the 10th day of the following month in which the travel expense was incurred. Conference and Travel Reimbursement Vouchers submitted 60 days after the end of the month in which travel expense was incurred will not be reimbursed. A copy of the Conference and Travel Reimbursement Voucher shall be retained by the department and the employee.

EXHIBIT 6

Certification for Consulting or Auditing Services

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

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

COMPANY NAME: Elevate Energy

ADDRESS: 322 S. Green Street, Suite 300, Chicago, IL 60607

TELEPHONE: 773-269-4045

CONTACT NAME: Anne Evens

CONTACT EMAIL: Anne.Evens@elevateenergy.org

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.

None

SECTION 3: CONTRACT INFORMATION

- a. This Certification relates to the following Contract: Professional Services Agreement, Contract # 1585-14389
- b. The Contractor is providing the following type of Services: [] Auditing or [X] Consulting
- c. The Contractor is providing the Services under the Contract for the following Cook County Business Unit or Elected Official:
Cook County Department of Environmental Controls
- 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 [X] No.
If yes, please state the other Contract Number(s) and the Nature of Services.
-
-

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.

Anne Evens

Signature

Anne Evens

Name (Type or Print)

Chief Executive Officer

Title

February 27, 2015

Date

EXHIBIT 7

Board Authorization

Contract Value: \$864,486.00

Contract period: 4/1/2015 - 7/1/2017, with one (1), one (1) year renewal option

Potential Fiscal Year Budget Impact: N/A - grant funded USDOE Solar Market Pathway Grant

Accounts: 669-260

Contract Number(s): 1585-14389

Concurrences:

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Procurement Officer concurs.

Summary: The Cook County Department of Environmental Control was awarded \$1.23 Million over 2 ½ years from the U.S. Department of Energy (USDOE) through the Solar Market Pathways SunShot initiative. Community shared solar uses a solar-electric system that provides power and/or financial benefits such as savings to multiple community members, expanding access to solar power to renters, condo owners, those whose roofs are too shady, and those who cannot afford to install an entire roof full of solar panels.

The SunShot initiative is intended to enable replicable multi-year strategies that spur significant solar deployment, drive down solar soft costs, support local economic development efforts, and address the potential challenges arising from increased solar penetration on the electrical grid.

Project Tasks:

- 1. Opportunity Assessment:** Inventory the current community solar market in the county, and identify the potential market by suitable available sites (supply) and customer base (demand). This will inform selection of pilot projects and identification of stakeholders.
- 2. Stakeholder Outreach and Engagement:** Facilitate stakeholder collaboration to identify, discuss, and resolve community-shared solar challenges in Northeast Illinois.
- 3. Research Policy Issues and Market Barriers:** Address the policy and market barriers that impose challenges to shared solar success.
- 4. Design Pilot Demonstration Programs:** Choose 5 - 7 pilot project sites based on what is learned from tasks 1 - 3. Analyze the physical and economic potential of those pilots.
- 5. Benefits and Next Steps:** Document and disseminate the pilot site analysis of costs and benefits to local, state and regional stakeholders.

The USDOE grant that will fund this project was based on a proposal that included this work being performed by Elevate Energy. This is a Sole Source Procurement pursuant to Section 34-139 of the Cook County Procurement Code.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

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

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

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

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

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

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

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: _____

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

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

(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 (M/WBE)

Signature (Prime Bidder/Proposer)

Print Name

Print Name

Firm Name

Firm Name

Date

Date

Subscribed and sworn before me

Subscribed and sworn before me

this ____ day of _____, 20_____.

this ____ day of _____, 20_____.

Notary Public _____

Notary Public _____

SEAL

SEAL

Addendum to EDS-3 PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3) Under Contract Number 1585-14389, Professional Services Agreement Solar Market Pathway Grant between Cook County Government, Cook County Department of Environmental Control and Elevate Energy

EDS-3, Section 3.B. Elevate Energy is a 501(c)(3) not-for-profit corporation and, therefore, is not legally capable of having owners. As such Elevate Energy cannot qualify to be a certified Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE). However, the objectives of the MBE/WBE certification program are achieved by Elevate Energy in the diversity of our staff and Board of Directors. Specifically, the Chief Executive Officer of Elevate Energy is a woman (Anne Evens) and its Chief Operating Officer is African American (Delmar Gillus, Jr.) and our commitment to diversity is clearly evident at every level of our organization; we actively seek, hire and promote employees and contractors of diverse backgrounds. Our goal of smarter energy use for all reflects our commitment to an ethos of practicality, learning, and equity.

EDS-3, Section 3.C. Contract #1585-14389 (the "Contract") is a sole source contract of the Department of Environmental Controls ("Department"). Elevate Energy does not anticipate hiring any subcontractors under the Contract except as already identified in coordination with the Department as part of the sole source process. Elevate Energy has a policy of being inclusive and we value and support diversity in our hiring practices for both employees and contractors and, in the event, any additional work is to be subcontracted under the Contract, upon approval thereof by the Department Elevate Energy will work with the Office of Compliance staff to identify qualified and feasible MBEs and/or WBEs.

CERTIFICATIONS (SECTION 4)

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Elevate Energy D/B/A: _____ EIN NO.: 36-4443093

Street Address: 322 S. Green Street, Suite 300

City: Chicago State: Illinois Zip Code: 60607

Phone No.: 773-269-4037

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

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

Name	Address	Percentage Interest in Applicant/Holder
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Elevate Energy is a not-for-profit corporation and, therefore, has no legal owners.

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

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

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

Name	Address	Percentage of Beneficial Interest	Relationship
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Declaration (check the applicable box):

- [X] 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.

Anne Evens
Name of Authorized Applicant/Holder Representative (please print or type)

Anne Evens
Signature

anne.evens@elevateenergy.org
E-mail address

President/CEO
Title

February 27, 2015
Date

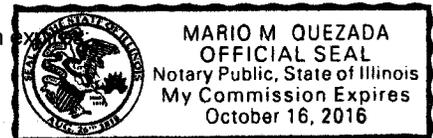
773-269-4045
Phone Number

Subscribed to and sworn before me
this 27 day of Feb, 2015

X [Signature]
Notary Public Signature

My commission

Oct 16, 2016



Notary Seal



COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

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

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

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

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

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

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

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

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

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

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

Name of Owner/Employee: Anne Evens Title: Chief Executive Officer

Business Entity Name: Elevate Energy Phone: 773-269-4045

Business Entity Address: 322 S. Green Street, Suite 300, Chicago, IL 60607

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

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

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

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

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

Anne Evens February 27, 2015
Owner/Employee's Signature Date

Subscribe and sworn before me this 27th Day of February, 2015

a Notary Public in and for COOK County

(Signature) [Signature]

NOTARY SEAL
 MARIO M. QUEZADA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 16, 2016

My Commission expires Oct. 16, 2016

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

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

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20__

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20__.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

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

BUSINESS NAME: N/A

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

**SIGNATURE BY A CORPORATION
(SECTION 9)**

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

BUSINESS NAME: Elevate Energy

BUSINESS ADDRESS: 322 S. Green Street, Suite 300, Chicago, IL 60607

BUSINESS TELEPHONE: 773-269-2212 FAX NUMBER: 773-698-6898

CONTACT PERSON: Michelle L. Thoma

FEIN: 36-4443093 *IL CORPORATE FILE NUMBER: 61598138

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Anne Evens VICE PRESIDENT: None

SECRETARY: Kathryn Tholin TREASURER: Chinwe Onyeagoro

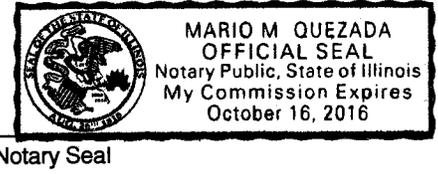
**SIGNATURE OF PRESIDENT: Anne Evens

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
27 day of Feb, 2015

X [Signature]
Notary Public Signature

My commission expires:
Oct. 16, 2016



- * If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

- ** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
2/27/2015

PRODUCER The Rockwood Company
Attn: Steven Wilcox
20 N. Wacker Drive, Suite 960
Chicago IL 60606
(312) 621-2210

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

INSURERS AFFORDING COVERAGE

INSURED
Elevate Energy

322 S. Green Street, Suite 300
Chicago IL 60607

INSURER A: Alliance of Nonprofits for Insurance, RRG
INSURER B: Hartford Ins Co of the Midwest
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	2014-41965	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 500,000
					MED EXP (Any one person) \$ 20,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 3,000,000
					PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Business Automobile	2014-41965	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY: EA ACC \$				
	AGG \$				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	2014-41965-UMB	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000
					AGGREGATE \$ 5,000,000
					\$
	DEDUCTIBLE RETENTION \$				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	83-WEC-BX2633	1/1/2015	1/1/2016	WC STATUTORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$ 500,000
					E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Professional Liability	2014-41965	12/31/2014	12/31/2015	Each Occurrence 1,000,000 General 2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

The County of Cook is included as an Additional Insured under the Insured's General Liability and Automobile Liability coverages as respects liability arising out of the Insured's activities.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
County of Cook, Office of the Chief Procurement Officer 118 N. Clark Street Room 1018 Chicago IL 60602		<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.</p> <p>AUTHORIZED REPRESENTATIVE <i>Steven Wilcox</i></p>

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:

Sam E. M.

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 6 DAY OF April, 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

1385-14389

OR

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

TOTAL AMOUNT OF CONTRACT: \$ 864,486.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

APR 01 2015

APPROVED AS TO FORM:

N/A

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)