

PROFESSIONAL SERVICES AGREEMENT

**Energy Consultant Services for Natural Gas and Electricity
for County-Owned and Leased Facilities**

BETWEEN



COOK COUNTY GOVERNMENT

COOK COUNTY BUREAU OF ASSET MANAGEMENT

AND

AMERESCO, INC.

CONTRACT NO. 1923-18043
(PURCHASE ORDER NO. 70000161879)

PROFESSIONAL SERVICES AGREEMENT

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Exhibit 6	Identification of Subconsultants
Exhibit 7	Certification for Consulting or Auditing Services
Exhibit 8	Board Authorization
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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 Ameresco, Inc., doing business as a corporation of the State of Delaware hereinafter referred to as “Consultant”, pursuant to authorization by the Cook County Board of Commissioners on September 24, 2020, as evidenced by Board Authorization letter attached hereto as EXHIBIT “8”.

BACKGROUND

The County of Cook issued a Request for Proposals “RFP” for Energy Consultant Services for Natural Gas and Electricity for County-Owned and Leased Facilities. Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Consultant was selected based on the proposal submitted and evaluated by the County representatives.

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 Using Agency require the approval of the Chief Procurement Officer in a written amendment 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.

"**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**" or "**Subconsultant**" means any person or entity with whom Consultant contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Consultant.

"**Using Agency**" shall mean the department of agency within Cook County including elected officials.

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 tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

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

Exhibit 1	Scope of Services
Exhibit 2	Key Personnel / Organization Chart
Exhibit 3	Schedule of Compensation
Exhibit 4	Evidence of Insurance
Exhibit 5	Minority and Women Owned Business Enterprise Commitment
Exhibit 6	Identification of Subconsultants
Exhibit 7	Certification for Consulting or Auditing Services
Exhibit 8	Board Authorization
Exhibit 9	Economic Disclosure Statement and Execution Documents

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 Subconsultants or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency 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 Using Agency 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 2, Key Personnel / Organization Chart.

iii) **Salaries and Wages**

Consultant and Subconsultants 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 Owned 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, which are set forth in Exhibit 5. Consultant's completed MBE/WBE Utilization Plan evidencing its compliance with this requirement are a part of this Agreement, in Form 1 of the MBE/WBE Utilization Plan, 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 Form 1 of the MBE/WBE Utilization Plan.

f) Insurance

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

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

The Consultant shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Consultant except paragraph (d) Excess Liability or unless specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) Workers Compensation Insurance

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

The Workers Compensation policy shall also include the following provisions:

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

(b) Commercial General Liability Insurance

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

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

The General Liability policy shall include the following coverages:

- (1) All premises and operations;
- (2) Contractual Liability;
- (3) Products/Completed Operations;
- (4) Severability of interest/separation of insureds clause

Additional requirements

(a) Additional Insured

The required insurance policies, with the exception of Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed on a primary and non-contributory basis. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance requirements specified herein.

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

(b) Insurance Notices

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

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

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

(c) Waiver of Subrogation Endorsements

- (1) All insurance policies, with the exception of Professional Liability, must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) Indemnification

The Consultant 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 Consultant, or the acts or omissions of the officers, agents, employees, Consultants, subconsultants, licensees or invitees of the Consultant. The Consultant expressly understands and agrees that any Performance Bond or insurance protection required of the Consultant, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Consultant acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Consultant in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Consultant's performance hereunder. Consultant 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. Consultant 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 Consultant 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 Consultant 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 Consultant's own purposes or for those of any third party. During the performance of the Contract Consultant shall be responsible of any loss or damage to the Documents while they are in Consultant's possession, and any such loss or damage shall be restored at the expense of the Consultant. 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, Consultant shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Consultant as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Consultant 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.

Consultant agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, 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 Consultant'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, Consultant with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Consultant'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 Consultant 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 Consultant 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 Consultant related to the Contract, or to Consultant's compliance with any term, condition or provision thereof. The Consultant shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Consultant 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 compliance with any term, condition or provision thereunder or under the Contract.

In the event the Consultant receives payment under the Contract, reimbursement for which is later disallowed by the County, the Consultant 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 Consultant under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Consultant 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 Consultant 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, Consultant will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Consultant from its obligations or change the terms of the Contract. The Consultant 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 Consultant shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Consultant 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 by completing the Identification of Subcontractor/Supplier/Subconsultant Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Consultant 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 Consultant must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Consultant 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 Consultant is not required to disclose employees who are paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant'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 Consultant is uncertain whether a disclosure is required under this Section, the Consultant 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 Consultants and Subcontractor of the Consultant 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 October 1, 2020 ("**Effective Date**") and continue September 30, 2023 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 nor 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 renew this Agreement for one additional two-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 according to the Schedule of Compensation in the attached Exhibit 3 for the successful completion of services.

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 Contracts for services that are procured as Sole Source must also contain a provision requiring the Contractor to submit itemized records indicating the dates that services were provided, a detailed description of the work performed on each such date, and the amount of time spent performing work on each such date. 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 source of funds for payments under this Agreement is identified in Exhibit 3, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 3 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-9998-2013-07.

f) Price Reduction

If at any time after the contract award, Consultant 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 Consultant 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 Consultant makes in the price of the Deliverables to its prospective customers generally.

g) Consultant Credits

To the extent the Consultant 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 Agency. Consultant 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 Consultant 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 Consultant. 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, Consultant 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) COOPERATION WITH INSPECTOR GENERAL AND 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 Consultant 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 Consultant's employees, agents or Subcontractor shall be the responsibility of the Consultant.

The Consultant 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 has 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.

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 affect 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

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

Consultant agrees that no charges or claims for damages shall be made by Consultant 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, Consultant 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:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) 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) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such 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 Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Consultant is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any 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 Consultant 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 Consultant consents and submits to the jurisdiction thereof. In accordance with these provisions, Consultant 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 Using Agency 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 Consultant

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 Consultant and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Consultant 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.
- iv) 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.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Consultant. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Consultant nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

m) Federal Clauses

The following provisions apply to all Contracts which are funded in whole or in part with federal funds including without limitation the following.

1. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to

other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

(b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.

(c) Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty free, non exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.

(1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and

(2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.

(d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.

(e) Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.

(f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.

(g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for

the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern.

The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

(a) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.;

and U.S. DOT regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, “Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act,” 40 C.F.R. Part 51, Subpart T; and “Determining Conformity of Federal Actions to State or Federal Implementation Plans,” 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(c) Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.

(d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities (“List”), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.

(e) Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247 253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

9. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A 87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

10. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- (c) will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice to Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision.

The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

11. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and

Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5; and U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926. In addition to other requirements that may apply:

(a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act),” 29 C.F.R. Part 5.

(b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, “Safety and Health Regulations for Construction,” 29 C.F.R. Part 1926.

12. Copyright Ownership

Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the “Copyright Act”), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.

To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County.

Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the

Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.

13. Visual Rights Act Waiver

The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.

14. Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

15. Copeland "Anti-Kickback" Act (40 U.S.C. 3145))

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by recipients in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

17. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

18. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$150,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to

the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

20. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

ARTICLE 11) NOTICES

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

If to the County: Cook County Bureau of Asset Management
69 W. Washington, Suite 3000
Chicago, Illinois 60602
Attention: Interim Bureau Chief

and

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

If to Consultant: Ameresco, Inc.
111 Speen Street. Suite 410
Framingham, MA 01701
Attention: David Anderson, Senior Vice President

and

Ameresco, Inc.
111 Speen Street, Suite 410
Framingham, MA 01701
Attention: General Counsel
legalnotices@ameresco.com

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

Cook County Energy Consultant Services for Natural Gas & Electricity for County Owned & Leased Facilities Scope of Service

Section 1: – General Scope of Services

1. Ameresco will assign an account manager to oversee all aspects of service to the County throughout the Term of the Agreement, and to coordinate the efforts of Ameresco's supply management personnel.
2. Ameresco will collect baseline data, including:
 - a. 24 months of energy usage history and 12 months of energy history (bill images or billing information) for Facilities for which RFP's will be performed
 - b. Copies of any current energy supply contracts
3. Ameresco will engage in discussions with County stakeholders to determine approach, purchasing strategy, budget considerations, legal requirements, risk tolerance, and any other specific information for Electricity and Natural Gas. Purchasing strategies may include but are not limited to, i.) fixed price commodity purchase at the time of supply contract execution or, ii.) block purchase of physical electrical energy or natural gas either at the time of initial purchase of the commodity or through a subsequent order.
4. Ameresco will establish processes and protocols to ensure assistance in administering the County Energy Procurement and Management Program including, but not limited to, the following:
 - a. Assist the County in discussions with electric and natural gas utilities, competitive supply companies, and vendors, as directed by the County, to ensure the vendors are fulfilling their obligations to the County,
 - b. Assist the County in administering a reliable, cost efficient and risk managed system for the County's electricity, natural gas, and renewable energy requirements where applicable and as instructed by representatives of the County,
 - c. Establish short and longer-term proactive and reactive energy management strategies,
 - d. Provide the County with up-to-date knowledge of available "best practices" about the potential saving associated with all aspects of energy management
5. Ameresco will develop an objective, yet customized, short and long-term energy supply and risk management strategy,
6. Ameresco will provide expert advice regarding supply and risk management strategies based on the County needs and historical usage,
7. Ameresco will provide expert advice on potential cost stabilizing strategies, such as physical and financial hedging, and recommend prudent risk management measures to meet County goals,
8. Ameresco will review utility accounts annually and determine whether each account is on the optimum tariff rate schedule, making recommendations for changing schedules, as appropriate,
9. Ameresco will maintain a master list of known County utility accounts, including such details as: supply status, billing type (UCB or Dual), departmental assignment and any other pertinent information,
10. Ameresco will maintain a savings report documenting detailed descriptions of County energy procurement initiatives to which Ameresco has contributed since the beginning of Ameresco's engagement with the County.
11. Ameresco will host monthly status calls with the County to review presentation materials designed to apprise the County on various aspects of energy management activities including: the status of supply initiatives, cost performance against budget, progress towards goals, changes to market rules and other circumstances that could have significant implications to the County's energy purchasing strategies,
12. Refine strategy during the term as necessary to meet the County's energy objectives and goals.

Section 2: General Energy Procurement and Management Support Functions for Electricity

1. Ameresco will develop energy market procurement strategies using the County's historical usage patterns, consumption forecasts, market-based commodity cost projections and other factors which could potentially affect the cost of electricity during the contract term.
2. Ameresco will develop documents to solicit offers from viable suppliers in accordance with County-approved strategies; including drafting and/or managing contracts or amendments required to complete procurement transactions.
3. Ameresco will assist the County in confirming suppliers are in good standing within the energy industry, meet applicable energy industry, local, state and federal regulations and standards and are financially stable.
4. Ameresco will manage solicitation processes, be available to answer questions from potential suppliers and/or the County related to the process, and provide a written recommendation with supporting analysis to the County regarding the chosen supplier, price, term, and contract documents.
5. Ameresco will assist in contract execution by providing an initial review of potential supply agreements and work with the County attorneys/liaisons to complete negotiations with the potential supplier (such contract review not to be considered a substitute for the County's own legal review).
6. Ameresco will document the results of the energy procurement, identifying cost impact measured against mutually agreed upon benchmarks (e.g. budget, prior contract utility tariff, etc.).

Section 3: General Energy Procurement and Management Support Functions for Natural Gas

1. Ameresco will develop energy market procurement strategies using the County's historical usage patterns, consumption forecasts, market-based commodity cost projections and other factors which could potentially affect the cost of natural gas during the contract term.
2. Ameresco will advise the County on the best economic way to manage - their natural gas storage obligations.
3. Ameresco will develop documents to solicit offers from viable suppliers in accordance with County-approved strategies; including drafting and/or managing contracts or amendments required to complete procurement transactions.
4. Ameresco will assist the County in confirming suppliers are in good standing within the energy industry, meet applicable energy industry, local, state and federal regulations and standards and are financially stable.
5. Ameresco will manage solicitation processes, be available to answer questions from potential suppliers and/or the County related to the process, and provide a written recommendation with supporting analysis to the County regarding the chosen supplier, price, term, and contract documents.
6. Ameresco will assist in contract execution by providing an initial review of potential supply agreements and work with the County attorneys/liaisons to complete negotiations with the potential supplier (such contract review not to be considered a substitute for the County's own legal review).
7. Ameresco will document the results of the energy procurement, identifying cost impact measured against mutually agreed upon benchmarks (e.g. budget, prior contract utility tariff, etc.).

Section 4: General Energy Procurement and Management Support Functions for Renewable Energy

1. Ameresco shall provide general advisory service regarding renewable energy and development of the County's renewable energy strategy.
2. Ameresco will research markets and analyze pricing for renewable energy credits.
3. Ameresco will educate County personnel, other County contractors and other relevant parties in PPAs, VPPAs, onsite generation and other clean energy technologies as a part of a renewable strategy.
4. Ameresco will assist the County in identifying, documenting, and recommending necessary internal and external processes and procedures for implementation of a renewable energy strategy.
5. Ameresco will assist the County in determining potential roles, operational impacts, and costs for County personnel, Contractor(s), vendors, and others when implementing various renewable strategies.
6. Ameresco will support County staff in seeking approvals necessary to implement the selected option(s).

Section 5: General Energy Procurement and Management Support Functions for Transaction Confirmations

1. Ameresco will draft (in the case of a County-custom contract), edit, and/or negotiate Transaction Confirmations covering energy purchases the County wishes to make that are covered by the scope of Ameresco's work as the County's Energy Consultant.
2. Ameresco will work with the County's legal department on all agreements and transaction confirmations.
3. Ameresco will ensure the appropriate Transaction Confirmation is utilized, dependent upon the form of supply contract.
4. Ameresco will review all Transaction Confirmations (whether supplier-standard or County-custom) for accuracy prior to – execution.

Section 6 General Energy Procurement and Management Support Functions for Energy Data Management

1. Ameresco shall create and maintain a secure online energy information portal for the County utilizing its AssetPlanner™ application.
2. Ameresco will ensure that applicable County staff are trained in the use of the platform and that ongoing support is available.
3. Ameresco will acquire utility and supplier invoices for storage and presentment.
4. Ameresco will acquire and convert - data from energy suppliers and distributors into a useable data format.
5. Ameresco will work with both electricity and natural gas suppliers to ensure every bill component of data necessary for invoice auditing is captured.
6. Ameresco will ensure all acquired and converted data is accessible to the County in a user-friendly format.
7. Ameresco and the County acknowledge that performance of these tasks by Ameresco is dependent upon cooperation from the County's utility providers (Commonwealth Edison, Peoples Gas Light and Nicor) and energy suppliers (currently Constellation for both natural gas and electricity supply) in providing electronic billing data to Ameresco in a timely fashion, with sufficient detail, and in a format acceptable to Ameresco, to facilitate the services envisioned in this section. Ameresco, with the County's assistance as needed, will work diligently to achieve cooperation by the utilities
8. Ameresco will insure all acquired and converted energy data can be translated to support the County's sustainability goals, including greenhouse gas emissions.

9. Ameresco will acquire hourly (60-min), account level interval data once per month for electricity accounts with interval meters and make commercially reasonable efforts to acquire similar interval data for accounts with scalar meters using the utility (ComEd) determined rate class load shape. Ameresco will provide the data to AssetPlanner™ each month within a week of receipt. The data will be available to Cook County for viewing, download and analysis through AssetPlanner™. Ameresco and the County will work with ComEd, or other third-parties, to acquire interval data on a more frequent basis. If such data becomes available, and the County desires to import the data into AssetPlanner™ with more frequency, Ameresco and the County will negotiate a mutually agreeable fee for additional work to acquire, upload and analyze the data.

Section 7 General Energy Procurement and Management Support Functions for Utility Bill Payment

1. Ameresco shall be responsible for the tracking, reviewing, validating and reconciling of monthly invoices submitted by the County's energy suppliers prior to final payment processing by the County.
2. Ameresco will validate County invoices submitted by County energy/supplies prior to final payment by the County to ensure the amounts invoiced are appropriate and accurate pursuant to the County's executed contracts and approved transactions.
3. Ameresco will investigate bill discrepancies and facilitate resolution of bill discrepancies with utilities and competitive suppliers.
4. Ameresco will consolidate for payment supplier invoices by budget account numbers as provided by the County.
5. Ameresco auditing will include the following County invoices, and other energy invoices as requested by the County:
 - a. Electricity
 - b. Natural Gas
6. Ameresco and the County acknowledge that performance of these tasks by Ameresco is dependent upon cooperation from the County's utility providers and energy suppliers in providing electronic billing data to Ameresco in a timely fashion with sufficient detail and in a format acceptable to Ameresco to facilitate the services envisioned in this section. Ameresco, with the County's assistance, as needed, will work diligently to achieve this cooperation by the utilities

Section 8 General Energy Procurement and Management Support Functions for Utility Budgeting and Reporting

1. Ameresco shall assist the County in preparing its annual budget for electricity and natural gas including, but not limited to, the following:
 - a. Consumption planning and Budget development for facilities,
 - b. Providing monthly annualized budget projections, including variance from actual budget, broken down by commodity for the current year and one year forward by using a combination of market projections, current prices and actual County consumption figures,
 - c. Creating and issuing monthly key performance indicator (KPI) report for current fiscal year showing performance against budget, taking into account actual spend for natural gas and electricity for prior months (with 1-month lag) and projected spend for balance of fiscal year,
 - d. Modeling electricity and natural gas forecasts in sync with the KPI monthly report,
 - e. Periodically providing additional ad hoc financial reports, as mutually agreed.

EXHIBIT 2

Key Personnel / Organization Chart

Cook County, Illinois & Forest Preserve District of Cook County

Executive Oversight

George Sakellaris, P.E., President and CEO
David Anderson, Executive Vice President
Lou Maltezos, Executive Vice President –
 Central Region
Steve Taggart, Vice President, Chicago Office

Bruce McKee
 Senior Supply Management
 Procurement Advisor



Bruce McKee
 Senior Supply Management
 Procurement Advisor
 ●●●
All Team Members, as Needed

Bruce McKee
 Senior Supply Management
 Procurement Advisor
 ●●●
Baibhav Acharya
 Supply Management Analyst
 ●●●
Kathy Abernathy
 Director – Generation Markets Management

Kim Marburger
 Senior Natural Gas
 Procurement Advisor

Doug Mitchell
 Director – Energy Supply Management

Bruce McKee
 Senior Supply Management
 Procurement Advisor
 ●●●
Baibhav Acharya
 Supply Management Analyst
 ●●●
Kathy Abernathy
 Director – Generation Markets Management
 ●●●
Kim Marburger
 Senior Natural Gas
 Procurement Advisor
 ●●●
Doug Mitchell
 Director – Energy Supply Management

Scott Cripps
 Vice President – Asset Sustainability
 ●●●
Jeff Lipkewich
 Project Coordinator
 ●●●
Baibhav Acharya
 Supply Management Analyst
 ●●●
Gwendolyn Morrisson
 President, Design Verification International, LLC.

Rebecca Grace
 Supply Management Analyst
 ●●●
Gwendolyn Morrisson
 President, Design Verification International, LLC.
 ●●●
Kelly Shelton
 President and CEO, Shelton Solutions, Inc.

- Short and Long Term Procurement Strategy
- Market Monitoring
- Research and Analysis – Markets, Services, Renewables
- Monthly Meetings
- Develop Schedules / Forms

- Manage all Aspects of Electricity RFP Process – From Drafting to Completion
- Recommend Electricity Pricing Products and Strategy
- Consultation with County and FDPCC
- Electricity Price Risk Management

- Manage all Aspects of Natural Gas RFP Process – From Drafting to Completion
- Recommend Natural Gas Pricing Products and Strategy
- Consultation with County and FDPCC
- Natural Gas Price Risk Management

- Advise County and FDPCC on Renewable Strategies
- Provide Education on Renewable Products (PPA's, VPPA's, Leasing, Purchased, REC's)

- Managed within Scope 3.2.1, 3.2.2, and 3.2.3

- Ameresco Asset Planner – Web-Based Data Management Tool
- Document Display
- Greenhouse Gas Calculation
- Facility Benchmarking
- Energy Cost Forecasting
- Actual vs. Budget

- Bill Error Analysis Using Ameresco's Proprietary Bill Validation Models
- Validate Each Line Item on Every Supply and Utility Invoice
- Electricity and Natural Gas
- ComEd, Nicor, Peoples Gas, Constellation and all Other / Future Supplier Invoices
- Rate Class Analysis and Recommendation – Elec and NG

BRUCE MCKEE

SENIOR SUPPLY MANAGEMENT PROCUREMENT ADVISOR

EDUCATION

University of Phoenix
BA, Business Administration

PROFESSIONAL EXPERIENCE

Ameresco, Inc., 2015 – present
Sr. Advisor - Supply Management

Schneider Electric, 2005 – 2015
Client Manager

Alliance Data Services, 2003
Billing Analyst

Williams Energy Marketing & Trading Europe, Ltd., 2001-2002
Contract Administrator

PROJECT ROLE

Mr. McKee has over 17 years of experience. As a Sr. Advisor in Supply Management, Mr. McKee has the responsibility for managing deliverables to a portfolio of clients, including both regional and national account customers, municipal entities, and industrial/manufacturing clients. Associated deliverables include development and implementation of energy supply management strategies, implementation of RFPs based upon those strategic plans, and production of annual energy budgets along with a variety of other services. Additionally, Mr. McKee is responsible for regional market expertise including all of PJM markets, Mexico, and South America. In this role, he is responsible for identifying and analyzing market trends, impacts of regulatory actions and creation of market opinions.

PROJECT EXPERIENCE

Albertsons/Safeway Provided energy risk management solutions, financial reporting and budget services for 1,800+ North American locations.	\$300M Energy Spend
Sealed Air Corporation Provided strategic energy planning, management and budgeting services for 35 North American manufacturing facilities.	\$23M Energy Spend
Staples Inc. Provided energy supply management solutions and budget services for Staples' North American facilities.	\$100M Energy Spend
McDonald's USA Provided energy supply management solutions to both McDonald's corporate and franchise locations.	\$100M Energy Spend
RMH Franchise Holdings Provided energy management solutions and budget services to the largest Applebee's franchisee in North America.	\$10M Energy Spend

DOUGLAS J. MITCHELL

DIRECTOR, ENERGY SUPPLY MANAGEMENT

EDUCATION

University of Wisconsin-Madison

M.S., Land Resources / Energy
Analysis and Policy

Wesleyan University

B.A., Earth and Environmental
Sciences

LICENSES & CERTIFICATIONS

Certified Energy Manager

Certified Energy Procurement

Distributed Generation Processional

PROFESSIONAL EXPERIENCE

Ameresco, Inc. 2002 – present

Director, Energy Supply Management

Duke Solutions, Inc., 1998 – 2002

Director, Energy Supply Management
Director, Gas Supply

Alliant Energy Inc., 1998

Energy Portfolio General Manager

Wisconsin Power & Light Co., 1985 – 1997

Senior Account Executive

Interstate Natural Gas Association of America (Washington, DC), 1983 – 1984

Policy Analyst

PROJECT ROLE

With more than 30 years of experience in the energy business, Mr. Mitchell currently oversees the procurement of natural gas and electricity for government, industrial, commercial and institutional clients throughout the United States and Canada. Mr. Mitchell has engaged in strategy planning and direct supply negotiations on behalf of some of Ameresco's largest energy consuming clients, including Fortune 500 companies. For the last several years, Mr. Mitchell has served as the principal point of contact for Ameresco's business with 3 large public entities in Chicago – the City of Chicago, Chicago Transit Authority, and Board of Education of the City of Chicago.

Since 1998, Mr. Mitchell and his staff have managed energy procurement and energy price risk management for clients in all sectors. Current clients represent more than \$1.5 Billion in annual energy spend. Since its inception, the group has generated several hundred million dollars in energy savings for clients and helped them successfully meet budgets while carefully managing energy commodity market price risk.

In a previous position, Mr. Mitchell served as Energy Portfolio General Manager at Alliant Energy, with functional responsibility over central dispatch of 5,000 MW of electric generation, reliability, bulk power purchase and sale, and management of a 50+ Bcf per year portfolio of natural gas supply, pipeline capacity and contracted storage.

Mr. Mitchell spent 13 years at Wisconsin Power and Light (WPL), Alliant Energy's predecessor, in various positions of increasing responsibility in the areas of natural gas and bulk power purchase and sale, generation dispatch, and natural gas rates. During this time, Mr. Mitchell was also responsible for developing and implementing strategies designed to enhance profitability from performance-based gas rates while maintaining reliability and ensuring compliance with corporate risk management policies.

DOUGLAS J. MITCHELL

DIRECTOR, ENERGY SUPPLY MANAGEMENT

PROJECT EXPERIENCE

City of Chicago

Primary measures included: developing procurement and price risk strategy for electricity, natural gas and diesel, and oversees the Ameresco team in their meeting the goals of the City of Chicago's energy procurement and price risk management program. Also oversees Ameresco's efforts regarding energy invoice validation.

\$125M/ year in Energy spend

Board of Education of the City of Chicago

Primary measures included: serving as CPS's primary point of contact for all energy procurement and price risk management, developing strategies for cost-effective electricity and natural gas purchasing and budget attainment, managing efforts of Ameresco's employees to optimize CPS's utility accounts at more than 600 facilities. Since 2015, Ameresco's work for CPS has been performed as a sub-contractor to CPS's facility manager, SodexoMagic, LLC.

Over \$50M/ year in Energy spend

Chicago Transit Authority

Primary measures included: developing procurement and price risk strategy for electricity, natural gas and diesel, and oversees the Ameresco team in their meeting the goals of CTA's energy program.

Over \$75M/ year in Energy spend

SCOTT CRIPPS

VICE PRESIDENT, ASSET SUSTAINABILITY

EDUCATION

University of Calgary

B.A. Political Science

Royal Roads University

MBA – Executive Management

CERTIFICATIONS

Graduate Certificate in Project Management

PROJECT ROLE

Scott Cripps brings 10+ years of multi discipline experience, including 6 years with the ASG team. Scott provides leadership to multiple teams providing project management, field audit work, data management, energy and utility management, customer service, software implementation and training. Scott has a proven track record of responding to client needs and integrating effective solutions having delivered successful business outcomes in the asset management, energy management, and knowledge management (IT) sectors to clients in both public and private sectors

PROJECT EXPERIENCE

KDE – Kentucky Department of Education

Saskatchewan Ministry of Education

College of the Rockies

Poway Unified School District

Options Community Housing

City of Lethbridge

City of Vancouver

Strathcona County

Government of Nunavut

Federal Cooperative Limited (FCL)

JEFF LIPKEWICH

PROJECT COORDINATOR

EDUCATION

University of Calgary

Biological Sciences, 2004-2007

PROFESSIONAL EXPERIENCE

Ameresco, Inc. 2012 - present

Project Coordinator / Sr. Data Analyst

FAME Facilities Management 2010 - 2012

Data Analyst

PRESENTATIONS / TRAINING

- Energy management software utilization and optimization
- Asset management software utilization and optimization

PROJECT ROLE

Since joining the Asset Sustainability team in 2010 Jeff has been highly valued for his data management, data analysis and software implementation skills. Jeff has a broad understanding of the AssetPlanner™ software and considerable experience working with clients to help them achieve their capital planning, maintenance management and energy management goals. Jeff regularly leads training sessions and provides client support.

PROJECT EXPERIENCE

City of Coquitlam

City of Vancouver

Government of Nunavut

Strathcona County

Township of Langley

Metrolinx

ATB Financial

ICBC

Greater Victoria School District

Kentucky Department of Education

Saskatchewan Ministry of Education

Surrey Schools

City of Lethbridge Parks

Saskatchewan Ministry of Parks

RICHARD M. BERZINSKI

DIRECTOR, ENERGY SUPPLY MANAGEMENT

EDUCATION

Purdue University

B.S. Finance, B.S. Human Resource Management

U.S. Navy, Four-Year Enlistment

PROFESSIONAL EXPERIENCE

Ameresco, 2000 - Present

Natural Gas Representative

DukeSolutions, 1998 – 2000

Energy Consultant

NiSource Inc., 1996 – 1998

Gas Scheduler

NiSource Inc., 1995 – 1996

Gas Accountant

Hershel Portman, 1994 – 1995

Futures and Options Trading

PROJECT ROLE

Mr. Berzinski has worked for Ameresco for 18 years and manages the Energy Supply Management Group. Prior to managing the ESM Group, he was directly responsible for monitoring the Energy Complex Markets, Moderating Weekly Conference Calls with Ameresco clients, and providing Risk Management advice on natural gas, diesel and gasoline. He is responsible for over \$1 billion in risk management of natural gas and heating oil portfolios. He is experienced in physical procurement and financial risk management using OTC swaps and derivatives Development of Energy purchasing strategies

Having extensive knowledge and skills in US deregulated markets. Mr. Berzinski is an innovative strategist geared to assisting clients and identify deregulated opportunities and risk. Major clients include such names as Allegheny Technologies, City of Chicago, Albertsons/Supervalu, Bank of America, Chicago Transit Authority, Western Power and Steam and Kern River Holdings Inc.

PROJECT EXPERIENCE

City of Chicago

Provide hedging and risk management advice for the City of Chicago's diesel and gasoline vehicles **\$40M Fuel Spend**

Chicago Transit Authority

Provide hedging and risk management advice for the CTA's bus fleet **\$60M Fuel Spend**

Western Power and Steam/Kern River Inc.

Hedging & risk management advice for WPS cogen location & KRHI oil producing wells **\$38M NG / Oil Spend**

Allegheny Technologies

Hedging & risk management advice for ATI's natural gas portfolio **\$40M NG Spend**

Trinity Industries

Hedging & risk management advice for the company's diesel and natural portfolio

Albertsons / Supervalu

Provide natural gas risk management advice

KATHY ABERNETHY

DIRECTOR, GENERAL MARKETS MANAGEMENT

EDUCATION

**University of North Carolina,
Charlotte**

B.S. Economics

PROFESSIONAL EXPERIENCE

Ameresco, Inc., 2003 – present
Regional Manager – Energy Supply

Duke Solutions, 1998-2003
Retail Contract Manager

PROJECT ROLE

Ms. Abernethy has been in the energy industry for 26 years in the regulated and deregulated arenas. Abernethy has vast experience in the energy markets and developing price/risk management strategies for large end user clients. For the last five years she has been responsible for managing energy assets in ISO – NE and, more recently, in PJM. Her background includes cost of service, rate design, retail supplier contracts, regulatory affairs and price/risk management. She is experienced in the various markets within ISO-NE and PJM.

PROJECT EXPERIENCE

Ameresco CT LLC

Oversight of energy assets within in the State of Connecticut

\$1.9M

Braintree Electric Light Department

\$4.6M

Bank of America

Energy at Bank of America sites nationwide. Manages the price/risk management goals for energy at Bank of America sites nationwide.

\$32.3M

Taubman Malls

Oversight of energy spend at 18 malls throughout the U.S.

\$29.1M

Internal Generation Projects

Responsible for evaluating potential Ameresco generation projects including cost/benefit analysis and revenue projections

City of Chicago Aggregation Program

Provided oversight of the city's municipal aggregation program for over 800,000 accounts and the largest aggregation in the US. Developed audit standards for the program and ensured that all aspects of the program were met or exceeded by the supplier.

KIM D. MARBURGER

SENIOR NATURAL GAS PROCUREMENT ADVISOR

EDUCATION

Southern Illinois University
Business Administration

PROFESSIONAL AFFILIATIONS

Women in Energy

PROFESSIONAL EXPERIENCE

Ameresco, Inc. 2013 – present
Senior Natural Gas Procurement
Advisor

Ameresco, Inc. 2006 – present
Natural Gas Procurement Advisor

**Ameren Energy Fuels and Services,
2003- 2006**
Gas Operations Specialist

Ameren Energy Marketing, 1998–2003
Marketing Account Representative

PROJECT ROLE

Ms. Marburger has over 10 years of experience working with high profile clients in the area of gas procurement and rate analysis. Ms. Marburger worked as a retail marketing representative for a natural gas marketing company and gas operations specialist for a large Midwestern utility. Her current role with Ameresco is in procuring gas services as a part of the Supply Management Group.

Ms. Marburger's key project experience with Ameresco has been the gas procurement for 297 facilities of the Bank of America in California behind PG&E's system. She analyzed three Solectron facilities in three different territories to determine most economical strategy for Solectron, including comparisons of third party supply to the utility tariff. Ms. Marburger also analyzed Tobyhanna Army Depot's current contract including daily balancing and monthly balancing of the utility.

PROJECT EXPERIENCE

Bank of America

Gas Procurement

Selectron

Analyzed to determine most economical strategy

Tobyhanna Army Depot

Analyzed current contract, including daily balancing and monthly balancing of the utility

BAIBHAV ACHARYA

SUPPLY MANAGEMENT ANALYST

EDUCATION

Dickson College
B.S. International Business and
Management 2010

PROFESSIONAL EXPERIENCE

Ameresco, Inc.
2014 – present
Supply Management Analyst

Siemens (PACE Global Services)
2011 – 2013
Commodity Management Analyst

PROJECT ROLE

Mr. Acharya assists in managing Ameresco's Energy Supply Management customers' energy portfolios through detailed reporting and analysis. He has been working for Ameresco since 2014 managing Budgets and Hedge Reporting, moderating Weekly Conference Calls with Ameresco clients and providing Risk Management advice on various commodities. Extensive experience handling natural gas and electricity procurements across different states with knowledge of major domestic natural gas and electricity markets. Consultant/Analyst to Fortune 500 clients responsible for managing clients' energy portfolio, as well as assisting and identifying portfolio opportunities and risks.

Major clients include such names as Allegheny Technologies, City of Chicago, Bank of America, Chicago Transit Authority, Chicago Public Schools, Manchester Housing and Redevelopment Authority, Albany and Syracuse Housing Authorities and Trinity Industries. Experienced in physical procurement and financial risk management using OTC swaps and derivatives.

PROJECT EXPERIENCE

City of Chicago

\$78M Electricity, \$22M Natural Gas, and \$40M Fuel Spend

Provide hedging and risk management advice, as well as annual budgets for the City of Chicago's electricity, natural gas and fuel needs

Chicago Transit Authority (CTA)

\$42M Electricity, \$4.2M Natural Gas, and \$60M Fuel Spend

Provide hedging and risk management advice, as well as annual budgets for CTA's train and bus fleets on electricity, natural gas and fuels

Chicago Public Schools (CPS)

\$52M Electricity and \$22M Natural Gas Spend

Provide hedging and risk management advice, as well as annual budgets for the CPS' various facilities

Allegheny Technologies (ATI)

\$30M Electricity and \$40M Natural Gas Spend

Provide hedging and risk management advice, as well as annual forecasts for ATI's energy portfolio

REBECCA R. GRACE

SUPPLY MANAGEMENT ANALYST

EDUCATION

Winthrop University, 1995
B.S., Finance

Saint Mary of the Woods, 2011
B.S., Journalism

PROFESSIONAL EXPERIENCE

Ameresco, Inc.
2013 – Present
Supply Management Analyst

Siemens (PACE Global Services),
2012-2013
Commodity Management Analyst

The Vanguard Group
2000-2010
Communication Associate

PROJECT ROLE

Ms. Grace assists in managing Ameresco's Supply Management customers' energy portfolios through reporting and analysis. She has been working for Ameresco since 2013 managing Budgeting and Hedge Reporting, moderating Weekly Conference Calls with Ameresco clients and providing Risk Management advice on natural gas.

RESPONSIBILITIES AND EXPERIENCE

Experienced handling natural gas procurements across 13 different states with knowledge of all major domestic natural gas and electric markets.

Major clients include such names as Marriott, Albertsons/Safeway, Bank of America, Ball Packaging, AutoZone and Red Robin.

Experienced in physical procurement and hedging.

Manages natural gas contracts and provides hedging and risk management advice among 12 different clients - \$8M NG Spend

PROJECT EXPERIENCE

Albertsons and Ball Packaging **\$650M Fuel Spend**
Provides budgeting for annual and quarterly water & sewer, regulated and de-regulated natural gas and electric spend

Faultless Linen **\$500K NG Spend**
Account manager, providing hedging and risk management advice for the company's diesel and natural portfolio

Albertsons/GKN/Sealed Air
Provides ongoing natural gas market updates and guidance

DAVID J. ANDERSON

EXECUTIVE VICE PRESIDENT, BUSINESS DEVELOPMENT



EDUCATION

Northeastern University

B.S. Electrical Engineering with a concentration in Powers Systems

ADDITIONAL EDUCATION

Harvard University and Stanford University Law School

Executive Management Programs

PROFESSIONAL AFFILIATIONS

Member of the Northeast Clean Energy Council (NECEC)

Member, The Association of Higher Education Facilities Officers (APPA)

Member, Institute of Electrical and Electronic Engineers (IEEE)

Senior Member, Association of Energy Engineers (AEE)

Member, Pennsylvania Association of School Business Officials (PASBO)

Member, Industrial Advisory Board for the School of Engineering Technology, Northeastern University

PROFESSIONAL EXPERIENCE

Ameresco, Inc. 2000 – present

Executive Vice President

Noresco 1992 – 2000

Senior Vice President

Legeis Development Corporation, 1988 – 1992

Vice President

PROJECT ROLE

Mr. Anderson is Executive Vice President, Business Development of Ameresco, a leading energy efficiency and renewable energy company. He is a member of the founding management team of the 20-year old public company (NYSE:AMRC), and a member of the Board of Directors. Mr. Anderson has over 25 years of diversified experience in the energy industry and is responsible for the successful development and implementation of Ameresco's strategic vision. In this capacity, he has played a key leadership role in driving Ameresco's growth and development to become the largest independent energy services company throughout North America.

Mr. Anderson directs the Company's business development initiatives through a plan of significant organic growth and strategic acquisitions. Additionally, he serves as the General Manager for several U.S. Regions as well as for Ameresco's Supply and Risk Management Business Units. Mr. Anderson is instrumental in structuring and negotiating complex contracts and intricate business relationships and has helped to introduce and redraft legislative and regulatory policies concerning energy and environmental initiatives.

Mr. Anderson is an active member of the Clinton Climate Initiative, the National Association of Energy Service Companies, the National Association of County Officials, and many state organizations and vertical market associations. In addition, throughout much of his career, he has held various executive and senior management positions focused on the development, engineering, financing; and construction of successful energy projects and utility programs representing over five billion dollars.

Mr. Anderson often speaks on topics such as Energy Efficiency and Renewable Energy and has been invited to participate in Executive-level Federal Governmental meetings and State Governmental forums. He is often tapped to provide his views and guidance regarding energy issues, as well as to participate in discussions setting direction for national and state energy policy. Mr. Anderson is frequently quoted in industry and business publications. Some of his recent bylines and articles appear in Sustainable Facility, Today's Facility Manager, and Professional Retail Store Maintenance.

DAVID J. ANDERSON

EXECUTIVE VICE PRESIDENT, BUSINESS DEVELOPMENT



Tecogen Incorporated, 1987 – 1988

Manager, Market Development

Impell Corp., 1985 – 1987

Manager, Cogeneration Development

R.W. Beck and Associates,

1983 – 1985

Electrical Engineer/Financial Analyst

Stone and Webster Engineering Corporation, 1979 – 1983

Electrical Engineer

AWARDS

2003 U.S. EPA Project of the Year Award – BMW Manufacturing LFGTE

2005 EPA Green Star Award – BMW Manufacturing LFGTE

PROJECT EXPERIENCE

Florida Department of Management Services Tallahassee, FL \$5M

Primary Measures Included: Lighting System Improvements, Domestic Water Conservation, Energy Management System and Controls, HVAC System Improvements, Chiller Replacement

Massachusetts Department of Correction – Norfolk/Walpole Correctional Complex

\$18.4M

Lighting system improvements; lighting controls; motor replacements; open protocol energy management systems; domestic water conservation; steam traps; vending machine controls; replacement security windows; clothes dryer replacements; dishwasher booster heater replacements; pipe insulation; boiler plant replacements including conversion to low-pressure steam; 1MW of cogeneration; waste pollution control facility improvements; water station improvements; power factor correction; ACA compliant designs

Children's Hospital, Boston

\$2.1M

Design, build, train, and M&V. The measures include: lighting upgrades; lighting control; install premium efficiency motors; install pump VFDs; outside air balancing and heat recovery commissioning; window replacements; demand ventilation control; window air conditioning replacements; install fan VFDs; reinsulated piping.

Savannah River Site Biomass-fired cogeneration

\$795M

Colorado State University, Pueblo

\$6M

Boiler decentralization; chiller replacements; cooling tower replacements; lighting upgrades; water conservation; laboratory exhaust controls; solar heat; pool cover; cooling tower ionization.

Elmendorf AFB, AK

\$71M

Decentralize a 50-year old cogeneration plant; remove over 280 decentralized natural gas boilers; demolish existing central plant and steam pits.

Chicago Housing Authority

\$30M

This project involves natural gas, electricity, and water/ sewer efficiency measures in over 10,000 apartments. Significant measures include decentralization of numerous central steam systems, widespread water conservation, and lighting upgrades

STEVE TAGGART

VICE PRESIDENT



EDUCATION

La Sierra University
BA, Marketing

TRAINING

Silver Spring (Itron) Lighting Management System Training

PROFESSIONAL EXPERIENCE

Ameresco, Inc. 2017 - present
Vice President

Ameresco, Inc. 2008-2012
Manager-Business Development

Ameresco, Inc. 2004-2007
Senior Sales Representative

Exelon Solutions 2002-2004
Senior Account Executive

PROJECT ROLE

Mr. Taggart has over 15 years' experience in the energy solutions field. Mr. Taggart works with all external and internal team members and has ultimate responsibility for customer satisfaction with all regional projects. Mr. Taggart has extensive experience in structuring and developing energy conservation projects. His current responsibilities include the oversight of business development, project development, project management, and project performance. He is recognized at Ameresco and in the industry for building strong relationships with superior customer service. During his tenure at Ameresco, Steve has personally **executed \$150 million dollars in performance contracts**. Under Steve's leadership, the region has successfully developed and implemented **over \$250 million in performance contracting**.

PROJECT EXPERIENCE

Chicago Infrastructure Trust

285,000 Streetlights & ITRON LMS (in progress)

University of Illinois Chicago

5 Buildings: Classrooms, Laboratories, Administrative

Chicago Park District

11 Park District Buildings; Lincoln Park Zoo & Lincoln Park Conservatory

Public Building Commission, Chicago, IL

32 Chicago Buildings including Harold Washington Library and Chicago Cultural Center

Chicago Housing Authority

6 Apartment Complexes with 124-482 Units

Troy CCSD 30-C

2.2 MW, roof mount installations across the District on six buildings

Kelly D. Shelton | CEM, LEED AP

e-mail: Kelly@Shelton-Solutions.com
phone: 773-209-6868

PROFESSIONAL EXPERIENCE

President 2004-present

Shelton Solutions, Inc. | Chicago, IL

- Responsible for business development, partnership oversight and all financial matters
- Lead technical professional responsible for energy program management, facility assessments, equipment analyses, and overall client deliverables
- Responsible for proposal development, contract negotiations, and grants management
- Primary point of contact

Director of Energy Management 2000-2004

City of Chicago | Chicago, IL

- Managed team of energy engineers and consultants
- Managed program to evaluate and retrofit 15million square feet of facilities in the city of Chicago
- Co-wrote an early edition of the City of Chicago Energy Plan
- Conducted Residential, Commercial and Industrial Energy Audits
- Managed programs for prototype LEED Libraries, Police Stations and pilot LEED-EB Fire Stations
- Served as the City of Chicago's representative to the Chicago Solar Partnership

Marketing Analyst 1999-2000

Nicor Gas | Naperville, IL

- Researched new technologies
- Researched Best Practices in Energy Management
- Developed marketing tools for Account Executives
- Developed sales tracking tools for Sales Management

Commercial/Industrial Sales Manager

1995-1999

Nicor Gas | Glen Ellyn, IL

- Coached Commercial and Industrial Account Executives to achieve consecutive company Sales records
- Provided Sales and Technology training to Commercial & Industrial Account Executives
- Tracked progress and pipeline for Commercial & Industrial Account Executives

Account Executive 1993-1995

Nicor Gas (Northern Illinois Gas) | Glenwood, IL

- Served as company representative for Commercial & Industrial customers
- Encouraged energy efficiency
- Addressed customer concerns to resolution
- Assisted customers in the navigation of third-party energy supply

Systems Design Engineer 1991-1993

Nicor Gas (Northern Illinois Gas) | Naperville, IL

- Provided analysis of natural gas system integrity
- Analyzed additional load capabilities of natural gas system
- Designed new gas main extensions and construction re-routes

FOCUSED EXPERIENCE

Energy Program Development and Implementation

Energy Auditing

Energy Management Plan Development

eQuest Modeling (*building energy use analysis tool*)

Energy Measurement and Verification

EDUCATION

MS, Engineering Management | Northwestern University | Evanston, IL | 1998

BS, Industrial Engineering | Northern Illinois University | DeKalb, IL | 1991

CERTIFICATIONS

Certified Energy Manager

Chartered Industrial Gas Consultant

LEED AP

One-2-Five Energy Facilitator

Energy Star Benchmarking Training Completion Certificate

AFFILIATIONS

Board Chair | Association of Professional Energy Consultants

Alumni | World Business Chicago | Chicago Anchors for a Strong Economy

Charter Member | Energy Managers Society

Senior Member | Association of Energy Engineers

Member | Council on Women in Energy and Environmental Leadership

Member | Cook County Sustainability Advisory Council

Resume

GWENDOLYN ALLEN MORRISON **Design Verification International, Ltd.**

Gwendolyn heads the DVI team with over 30 years experience in plant, facilities and mechanical engineering experience. Prior to establishing Design Verification International, Gwendolyn held a number of engineering and facility management positions in both public and regulated sector organizations.

Following a post college assignment as a power plant engineer with the Commonwealth Edison Company - Illinois, her career led her to work as a program coordinator and then as the Preventative Maintenance Shop Superintendent at Ohio State University. Next she served as the Assistant Building Superintendent for the Detroit Institute of Arts. Returning to Illinois, Morrison served as the Campus Engineer at Chicago State University, the Facilities Administrator for the Metropolitan Water Reclamation District of Greater Chicago and the Director of the Physical Plant at Chicago State University. Her last position before launching DVI was as the Director of Plant Facilities and Services at Argonne National Laboratory, where she served for more than 6 years.

Morrison has direct experience in engineering, project management, utilities services management, site construction, facility infrastructure upgrades, facilities operations, capital planning and infrastructure betterment programs, capital construction, contract development and execution, energy management program development and implementation, and energy program evaluation and assessment. Her projects have ranged from work in municipal art museums, colleges and universities, local government, regulated utilities, federal government facility contracting and private commercial properties.

Projects representative of her professional career are presented below.

DESIGN VERIFICATION INTERNATIONAL

City of Chicago – Sub-professional to Ameresco Energy Services

- Provides Energy Management Services on the Electricity and Natural Gas Supply Management contract – Usage Validations

Chicago Board of Education – Chicago Public Schools Sub-professional to Ameresco Energy Services

- Provides Energy Management Services on the Electricity and Natural Gas Supply Management contract – Energy Star Portfolio Management – Usage Validations

SEDAC - Smart Energy Design Assistance Center

- Conducted Energy Assessments for multiple Agencies and Facilities. Work included energy use analysis and energy

modeling. Work incorporated the use of Energy Star Portfolio Manager metrics in the final report documents.

- Metropolitan Water Reclamation District of Greater Chicago
- Chicago Transit Authority
- Chicago Public Schools State of Illinois
- Chicago State University

City Colleges of Chicago - Sub professional to SSR-Cx

- Performing Commissioning Cx, and Building Enclosure Commissioning -BE Cx, at the new Malcolm X College School of Health Sciences Building and Garage Facility

University of Chicago - Sub professional to Sebesta Bloomberg

- Perform pre-functional testing, functional testing in the commissioning of two new buildings on the U of C campus.

University of Chicago – Sub Professional to Milhouse Engineering and Construction

- Performed design review for the design and installation of electrical equipment.

Chicago City Colleges – Sub Professional to Milhouse Engineering and Construction

- Performed constructability design review for the design and installation of electrical equipment at WYCC TV

Metropolitan Water Reclamation District – Sub professional to Anchor Mechanical Inc – Plant Operations Engineering Contract

- Performing Energy Management Professional Services – Lighting System Evaluation, Energy Use Panel Study, Plant Equipment Review and Assessment
- Conducted an emergency response review for plant operations equipment at the Main Office Building Annex.

University of Chicago – Grumman Butkus Associates/Shelton Solutions - Sub Professional to Shelton Solutions

- Energy Auditing

City of Chicago – Sub-professional to Nordic Energy Services

- Provides Energy Management Services on the 2009 Natural Gas Management contract

Chicago Board of Education – Chicago Public Schools (DVI)

- Provides Energy Management Services on the 2009 Natural Gas Management contract.

The Northern Trust Company (Design Verification International)

- Following technical consultations, provided Energy Efficiency and Operational Management advice for better energy performance of the 50 South LaSalle facility.
- DVI performed an Energy Star energy use assessment employing the ES Portfolio Manager system. Morrison provided an internal quality assurance and prepared a written report on

the ES rating and recommended path forward to enhance the facilities energy intensity performance.

Anchor Mechanical Incorporated (Design Verification International)

- Performed a mechanical systems review and evaluation of the Rialto Theatre Joliet, Illinois.

Accomplishments at Argonne National Laboratory include:

- Directed the Argonne National Laboratory Capital Improvements and Planning program as Director of Plant Facilities and Services Division. Managed a multimillion dollar capital program and planning budget.
- Prepared protocols, managed laboratory efforts, providing recommendations for acceptance/rejection of M&V results, and provided the Laboratory's response to M&V validation of Delivery Orders No 1 and 2 – Argonne National Laboratory Super ESPC – DO. 1 valued at \$2.5 million, DO 2 valued at \$8.9 million.
- Achievement of a 40% improvement in the divisional OSHA recordable statistical rates.
- **Delivering on an extremely accelerated pace, a complete and operable homeland security facility to support security management efforts for the Chicago metropolitan area. The project brought together mechanical and electrical and structural engineering elements coupled with turn-key construction. A normal 18 month design and construction period was successful compressed to support a National Security Initiative into 4 months.**
- Received numerous State and Federal Energy Management and Energy Project Performance Awards, including a 2008 Federal Pollution Prevention and Waste Minimization award for projects resulting in reduction of Green House Gases.

Accomplishments as the Director of the Physical Plant – Chicago State University

- Managed \$5 million in annual facilities services, with capital projects exceeding \$60 million.
- Partnered with academic and administrative units on the facilities planning process developing priorities for current and planned facilities.

Accomplishments as the Facilities Administrator at the MWRDGC

- Directed the daily operations of the physical plant via direct management of plant operating engineering chiefs, and directed unit leads for Print Shop, Graphics, Mail Services, Building Services and Typesetting unit.
- Coordinated maintenance and service agreements for jointly held real estate.
- Developed and administered a \$6.2 million facilities administration budget.

Accomplishments and duties as the University Engineer/Engineering and Planning Specialist at Chicago State University

- Managed projects for capital improvement projects sponsored by the Capital Development Board for the State of Illinois.

- Project/Construction manager for in-house remodeling work
- IEPA and Federal EPA Compliance Officer for the Operations Division at the University
- Safety Officer
- Coordinator for compliance with City of Chicago and State of Illinois building codes
- Prepared budget packages for capital improvements.

Accomplishments as Asst. Building Superintendent – Detroit Institute of Arts

- Managed the daily operations of the Museum Maintenance Units including Plant Operating Engineers, Custodial Services, Construction Trades, Dock Operations, Building Services,
- Coordinated with others, Exhibition Installations and De-Installations.

Accomplishments as Programmed Maintenance Coordinator/Pipe Shop Foreman Wayne State University - Detroit, Michigan

- Developed and implemented the Programmed Maintenance System for the Facilities Planning and Management Division.
- Coordinated the safety program for the maintenance and construction trades groups.
- Developed a training program for the university's compliance with Right-to-Know legislation. Also incorporated training in the use of Material Safety Data Sheets, MSDS.

Accomplishments as Maintenance Coordinator – Ohio State University

- Developed a non-destructive roof inspection program for use in evaluating budgetary requirements for capital improvements for main campus facilities
- Performed of routine building inspections for compliance with city safety codes
- Wrote the technical protocol for monitoring PCB transformer oil analysis and implemented the program working successfully across functional operational lines.

A 1982 graduate of Purdue University, West Lafayette, Indiana Gwendolyn has a Bachelors degree in Mechanical Engineering Technology. She completed coursework at The Ohio State University, Master's Degree program in Public Administration and is a program graduate of Executive Facilities Management and Administration - Association of Physical Plant Administrators, APPA.

Gwendolyn is a Certified Energy Auditor and Certified Building Energy and Sustainability Technician, BEST.

EXHIBIT 3

Schedule of Compensation



Contract # 1923-18043
 Vendor Name: Ameresco, Inc.

Instructions: Attached to the solicitation is Appendix II: Energy Consultant Services for Natural Gas and Electricity for County Owned and Leased Facilities Pricing Proposal Spreadsheet. Proposers must complete and submit all three tabs of this Microsoft Excel file (Commodity Pricing, Data Management, and Bill Pay) with their proposal. Proposers are required to provide input in blue cells only. Additional information can be placed under comments. Failure to provide a copy of Appendix II: Energy Consultant Services for Natural Gas and Electricity for County Owned and Leased Facilities Pricing Proposal Spreadsheet may disqualify the Proposer. Manual tabbed spreadsheets may be grounds for rejection of Proposer's Proposal.

Instructions

Proposers are required to provide input in blue cells only.
 Additional information can be placed under comments

Commodity Procurement Fees							
Natural Gas		Annual Load (decatherm)	1,470,000	Number of Accounts		79	Proposer Comments
Fee	\$0.0265	Per Decatherm			Cost per Account		\$0.026504082 per Dth, without rounding
	\$38,961.00	Annual Subtotal per decatherm			\$0.00	Subtotal per account	
	\$38,961.00	Total Annual Estimated Cost					

Electricity		Annual Load (kWh)	230,620,000	Number of Accounts		70	Proposer Comments
Fee	\$0.0003	Per kwh			Cost Per Account		\$0.00033326 per kWh, without rounding
	\$76,856.42	Subtotal per kWh			\$0.00	Subtotal per account	
	\$76,856.42	Total Annual Estimated Cost					

Renewable Energy Certificates	
	Proposer Comments
	Per Mwh
	Flat Fee
Choose (1)	Per Transaction

Total Estimated Cost	
	\$115,817.42



Contract # 1923-18043
 Vendor Name: Ameresco, Inc.

Instructions: Attached to the solicitation is Appendix II: Energy Consultant Services for Natural Gas and Electricity for County Owned and Leased Facilities Pricing Proposal Spreadsheet. Proposers must complete and submit all three tabs of this Microsoft Excel file (Commodity Pricing, Data Management, and Bill Pay) with their proposal. Proposers are required to provide input in blue cells only. Additional information can be placed under comments. Failure to provide a copy of Appendix II: Energy Consultant Services for Natural Gas and Electricity for County Owned and Leased Facilities Pricing Proposal Spreadsheet may disqualify the Proposer. Manual tabbed spreadsheets may be grounds for rejection of Proposer’s Proposal.

Instructions

Proposers are required to provide input in blue cells only.
 Additional information can be placed under comments

Total Accounts 149

Proposer Comments

Set Up Fee	\$0.00	Per Account
	\$0.00	Total

Annual Maintenance and Support Fee		
	\$99.16	Per Account
	\$14,774.84	Total Annual Cost



Contract # 1923-18043
 Vendor Name: Ameresco, Inc.

Instructions: Attached to the solicitation is Appendix II: Energy Consultant Services for Natural Gas and Electricity for County Owned and Leased Facilities Pricing Proposal Spreadsheet. Proposers must complete and submit all three tabs of this Microsoft Excel file (Commodity Pricing, Data Management, and Bill Pay) with their proposal. Proposers are required to provide input in blue cells only. Additional information can be placed under comments. Failure to provide a copy of Appendix II: Energy Consultant Services for Natural Gas and Electricity for County Owned and Leased Facilities Pricing Proposal Spreadsheet may disqualify the Proposer. Manual tabbed spreadsheets may be grounds for rejection of Proposer’s Proposal.

Instructions

Proposers are required to provide input in blue cells only.
 Additional information can be placed under comments

Total Accounts 149

				Proposer Comments
Bill Pay Setup Fee	\$73.21	Per Account		The proposed fee for Bill Pay Service is not a Setup fee but an annual per-account fee for ongoing service. The Total Cost is
	\$10,908.29	Total Cost		
Invoice Processing Fee	\$0.00	Fee per invoice		

EXHIBIT 4

Evidence of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/20/2020

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

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

PRODUCER Arthur J Gallagher Risk Management Services 470 Atlantic Avenue Boston MA 02210	CONTACT NAME: PHONE (A/C, No, Ext): 617-261-6700		FAX (A/C, No): 617-646-0400
	E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Zurich American Insurance Company	16535
		INSURER B: James River Insurance Company	12203
		INSURER C: RSUI Indemnity Company	22314
		INSURER D: Navigators Insurance Company	42307
		INSURER E: Endurance American Insurance Company	10641
		INSURER F: Steadfast Insurance Company	26387

INSURED AMERINC-17
 Ameresco, Inc.
 111 Speen Street
 Suite 410
 Framingham MA 01701

COVERAGES

CERTIFICATE NUMBER: 531698851

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLO011195405	1/31/2020	1/31/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$400,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP585238707	1/31/2020	1/31/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B D E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			00087963-1 IS20EXC769982IV EXC30001485400	1/31/2020 1/31/2020 1/31/2020	1/31/2021 1/31/2021 1/31/2021	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC595394508	1/31/2020	1/31/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C F	Excess Liability Pollution			NHA088917 EOC 6692743-09	1/31/2020 1/31/2020	1/31/2021 1/31/2021	Occ: \$25,000,000 Per Claim: \$15,000,000 Agg: \$25,000,000 Agg: \$15,000,000

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

Additional Coverage:
 Professional Liability Policy #EOC669274309 - effective 12/31/2020-1/31/2021 - Limit: \$15,000,000
 Crime Policy #03-981-21-17 - effective 12/14/2019-12/14/20 - Limit: \$5,000,000
 Cyber Policy #MTP000242 - effective 11/30/18-12/14/20 - Limit: \$10,000,000

Installation Floater

\$15,000,000 Installation Floater is split between the following markets:
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Evidence of Insurance

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J Gallagher Risk Management Services		NAMED INSURED Ameresco, Inc. 111 Speen Street Suite 410 Framingham MA 01701	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Zurich 50% – Policy #PWG455350516 – Effective Date 1/31/20 – 11/30/20 | Carrier: Zurich American Insurance Company of IL
 Sompo 33.33% – Policy # IMP10014884400 – Effective Date 1/31/20 – 11/30/20 | Carrier: Endurance American Specialty Ins Co
 Chubb 10% – Policy #30035640 – Effective Date 1/31/20 – 11/30/20 | Carrier: Federal Insurance Company
 London 6.67% – Policy # UMR B1263EG0866820 – Effective Date 1/31/20 – 11/30/20 | Carrier: Underwriters at Lloyd's, London
 Other terms/conditions may apply as per policy terms/conditions.

EXHIBIT 5

Minority and Women Owned Business Enterprise Commitment



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

September 10, 2020

Mr. Raffi Sarrafian
Chief Procurement Officer
County Building-Room 1018
Chicago, IL 60602

Re: Contract No. 1923-18043
Energy Consultant Services for Natural Gas & Electricity for County Owned & Leased Facilities
Bureau of Asset Management

Dear Mr. Sarrafian:

The following bid for the above-referenced contract has been reviewed for compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance and have been found to be responsive to the ordinance.

Bidder: Ameresco, Inc.
Contract Amount: \$450,000.00
Contract Goal: 35% overall

<u>MBE/WBE</u>	<u>Status</u>	<u>Certifying Agency</u>	<u>Commitment (Direct)</u>
Design Verification International, Ltd.	MBE (6)	Cook County	22.6%
Shelton Solutions, Inc.	MBE (6)	City of Chicago	12.6%
		Total	35.2%

The Office of Contract Compliance has been advised by the Requesting Department that no other bidders are being recommended for award. Revised MBE/WBE forms were used in the determination of the responsiveness of this contract.

Sincerely,

Edward H. Olivieri
Contract Compliance Director
EHO/ae

cc: Edmund Rendon, OCPO
Jamie Meyers, BAM
Enclosure: Revised MBE/WBE Forms

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

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12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

MBE/WBE UTILIZATION PLAN - FORM 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions – Section 19.

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

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of current Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available online at www.cookcountyil.gov/contractcompliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II below and the Letter(s) of Intent – Form 2).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

NOTE: Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

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

MBE/WBE Firm: Design Verification International, Ltd.
Address: 1016 West Jackson Blvd., Chicago, IL 60607
E-mail: gmorrison@d-verify.com
Contact Person: Gwendolyn Morrison Phone: 312-685-5461
Dollar Amount Participation: \$ _____
Percent Amount of Participation: 22.6% of actual expenditure %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

MBE/WBE Firm: Shelton Solutions, Inc.
Address: 5113 South Harper, Suite 200, Chicago, IL 60615
E-mail: kelly@shelton-solutions.com
Contact Person: Kelly Shelton Phone: 773-209-6868
Dollar Amount Participation: \$ _____
Percent Amount of Participation: 12.6% of actual expenditure %
*Letter of Intent attached? Yes X No _____
*Current Letter of Certification attached? Yes X No _____

Attach additional sheets as needed.

*** Letter(s) of Intent and current Letters of Certification must be submitted at the time of bid.**

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Design Verification International, Ltd. Certifying Agency: Cook County Government
Contact Person: Gwendolyn Morrison Certification Expiration Date: September 14, 2020
Address: 1016 West Jackson Blvd. Ethnicity: African-American/Black
City/State: Chicago, IL Zip: 60607 Bid/Proposal/Contract #: RFP No. 1923-18043
Phone: 312-685-5461 Fax: 951-848-6202 FEIN #: 20-2209441
Email: gmorrison@d-verify.com

Participation: [X] Direct [] Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

[X] No [] Yes - Please attach explanation. Proposed Subcontractor(s):

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Electricity rate assistance; Use and cost reporting; Other reporting; Natural Gas bill auditing (primary role);
Natural Gas bill error resolution (primary role)

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

22.6% of actual expenditure; paid 30 days after conclusion of each month

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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 of Gwendolyn Morrison]
Signature (M/WBE)

Gwendolyn Morrison, President

Print Name

Design Verification International, Ltd.

Firm Name

Aug 27, 2020
Date

Subscribed and sworn before me
this 27th day of August, 2020

Notary Public [Signature]

[Signature of David J. Anderson]
Signature (Prime Bidder/Proposer)

David J. Anderson, Executive Vice President

Print Name

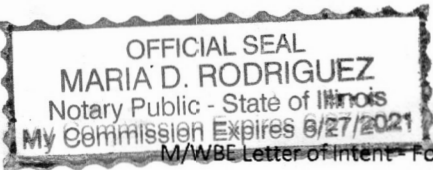
Ameresco, Inc.

Firm Name

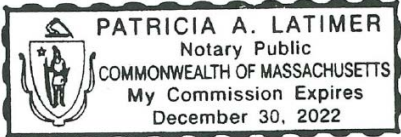
August 27, 2020
Date

Subscribed and sworn before me
this 27 day of August, 2020

Notary Public [Signature]



SEAL



SEAL



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
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BRANDON JOHNSON

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13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

FRANK AGUILAR

16th District

SEAN M. MORRISON

17th District

August 27, 2020

Ms. Gwendolyn J. Allen-Morrison, President
Design Verification International, Ltd.
1016 West Jackson Blvd.
Chicago, IL 60607

Re: Cook County MBE/WBE Certification Extension

Dear Ms. Morrison:

Please be advised that your status as a certified **Minority Business Enterprise (MBE)** and **Women Business Enterprise (WBE)** has been extended until October 31, 2020.

This extension is provided to ensure a thorough review of your company's documentation and to allow your company the time to submit additional information and documents, if requested.

This **Certification Extension** does not guarantee continued eligibility in Cook County's **MBE/WBE/VBE/SDVBE** Program.

In responding to procurement opportunities, as evidence of your current certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Lisa Alexander at (312) 603-5513.

Sincerely,

Lisa Alexander, MCA
Deputy Director

LA/ek



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

TONI PRECKWINKLE

PRESIDENT

**Cook County Board
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10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District

April 13, 2020

VIA EMAIL ONLY

Ms. Gwendolyn Allen – Morrison, President
Design Verification International, Ltd.
1016 West Jackson Blvd., 1st Floor
Chicago, IL 60607

Re: Cook County MBE/WBE/VBE/PDBE Six (6) Month Certification Extension

Dear Ms. Morrison:

Please be advised that your status as a certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) has been automatically extended until September 14, 2020.

This extension is provided pursuant to President Preckwinkle's Financial Relief Package to reduce the impact on small businesses due to the COVID-19 pandemic. If you would still like to apply for your regularly scheduled annual renewal, our office is ready to process that renewal as well.

This Certification Extension does not guarantee continued eligibility in Cook County's MBE/WBE/VBE/PDBE Program beyond the date set forth above. As a condition of continued Certification, you must file an annual **"Recertification Affidavit"** within **sixty (60) business days following** the end of this 6 month extension period.

In responding to procurement opportunities, as evidence of your current MBE/WBE certification with Cook County, you may include this Extension Letter and most recent Certification Letter with your submission.

If you have any questions, please feel free to contact Robin LaBranche via email robin.labranche@cookcountyil.gov.

For more information visit the Cook County Government COVID-19 Information Page at:

<https://www.cookcountyil.gov/service/information-covid-19>

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/rl



OFFICE OF CONTRACT COMPLIANCE

EDWARD H. OLIVIERI

DIRECTOR

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

March 14, 2019

Ms. Gwendolyn Allen-Morrison, President
Design Verification International, Ltd.
1016 West Jackson Boulevard, 1st Floor
Chicago, IL 60607

Re: Annual Certification Expires: March 14, 2020

Dear Ms. Allen-Morrison:

Congratulations on your continued eligibility for Certification as a **Minority-owned Business Enterprise (MBE) and Woman-owned Business Enterprise (WBE)** by Cook County Government. This certification is valid until **March 14, 2020**; however, you must re-validate your firms' certification annually.

As a condition of continued Certification, you must file a **"Recertification Affidavit" within sixty (60) business days prior to the date of Annual Certification Expiration**. Failure to file this Affidavit shall result in the termination of your Certification. You must notify Cook County Government's Office of Contract Compliance of any change in ownership or control or any other matters or facts affecting your firm's eligibility for Certification within **fifteen (15) business days** of such change.

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

Your firm's name will be listed in Cook County's Directory of certified firms in the following area(s) of specialty:

Construction: Design Document Reviews, GAP Analysis Facility Operations Consulting, Commissioning, Management & Process Mapping Services; Consulting Energy Management Services

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

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

Sincerely,

Edward H. Olivieri
Contract Compliance Director

EHO/lar

TONI PRECKWINKLE

PRESIDENT

Cook County Board
of Commissioners

BRANDON JOHNSON

1st District

DENNIS DEER

2nd District

BILL LOWRY

3rd District

STANLEY MOORE

4th District

DEBORAH SIMS

5th District

DONNA MILLER

6th District

ALMA E. ANAYA

7th District

LUIS ARROYO, JR.

8th District

PETER N. SILVESTRI

9th District

BRIDGET GAINER

10th District

JOHN P. DALEY

11th District

BRIDGET DEGNEN

12th District

LARRY SUFFREDIN

13th District

SCOTT R. BRITTON

14th District

KEVIN B. MORRISON

15th District

JEFFREY R. TOBOLSKI

16th District

SEAN M. MORRISON

17th District



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

Dear Vendor,

The purpose of this letter is to advise you that your firm has been identified as one that currently holds certification as an MBE and/or WBE with both the City of Chicago ("City"), and Cook County. On March 27, 2012, Chicago's Mayor Rahm Emanuel and Cook County Board President Toni Preckwinkle, in an effort to coordinate and maximize opportunities for eligible Minority- and Women-Owned Businesses to participate in procurement and contract opportunities available at the City and Cook County, established a reciprocal certification process for the recognition of MBE and WBE certified firms by both agencies. The Reciprocal Certification Program allows small minority- and women-owned businesses to be certified by just one government agency, and have that certification accepted by both entities.

Please be advised that pursuant to the Reciprocal Certification Program for Certified Minority- and Women-Owned Business Enterprises between the City of Chicago and Cook County, the Host Agency for all vendors who have dual certifications with both the City and Cook County is now Cook County. Please submit all required annual updates and renewals to Cook County. If you prefer to have the City as your Host Agency, you must notify the City in writing within thirty (30) days of the date of this letter. Otherwise, your certification records will be transferred to Cook County. Your firm will no longer be required to maintain certifications with both agencies. The City will accept Cook County's MBE/WBE certifications and Cook County will accept the City's certifications.

This procedure offers a one-stop certification procedure for minority- and women-owned businesses, saving you time and additional costs, and is another way in which the City and Cook County are working together to simplify the certification process.

If you have additional questions, feel free to contact our office at 312-744-4900, and select option #1 for Certification. Thank you.

Sincerely,

George Coleman Jr.
Deputy Procurement Officer

MBE/WBE LETTER OF INTENT - FORM 2

M/WBE Firm: Shelton Solutions, Inc.

Certifying Agency: City of Chicago

Contact Person: Kelly Shelton

Certification Expiration Date: July 15, 2024

Address: 5113 South Harper

Ethnicity: African-American/Black

City/State: Chicago, IL Zip: 60615

Bid/Proposal/Contract #: RFP No. 1923-18043

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

FEIN #: 20-5340773

Email: kelly@shelton-solutions.com

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the goods or services of this contract to another firm?

No Yes - Please attach explanation. Proposed Subcontractor(s): _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract: (if more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

Natural Gas RFP assistance; Natural Gas rate assistance; Use and cost reporting;
Other reporting; Natural Gas bill auditing (secondary role); Natural Gas bill error
resolution (secondary role)

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

12.6% of actual expenditure; paid 30 days after the conclusion of each month

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement for the above work, conditioned upon (1) the Bidder/Proposer's receipt of a signed contract from the County of Cook; (2) Undersigned Subcontractor remaining compliant with all relevant credentials, codes, ordinances and statutes required by Contractor, Cook County, and the State to participate as a MBE/WBE firm for the above work. 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.

Kelly Shelton
Signature (M/WBE)

David J. Anderson
Signature (Prime Bidder/Proposer)

Kelly Shelton, President and CEO

David J. Anderson, Executive Vice President

Print Name

Print Name

Shelton Solutions, Inc.

Ameresco, Inc.

Firm Name

Firm Name

August 28, 2020
Date

August 28, 2020
Date

Subscribed and sworn before me

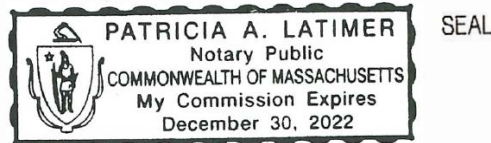
Subscribed and sworn before me

this 28 day of August, 2020

this 28 day of August, 2020

Notary Public Lucille R Latko

Notary Public Patricia A Latimer





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

AUG 13 2019

Kelly Shelton
Shelton Solutions, Inc.
7643 S. Indiana
Chicago, Illinois 60619-2328

Dear Ms. Shelton:

We are pleased to inform you that **Shelton Solutions, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** and **Women-Owned Business Enterprise ("WBE")** by the City of Chicago ("City"). This **MBE/WBE** certification is valid until **07/15/2024**; however, your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. Therefore, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an **annual No-Change Affidavit**. Your firm's annual No-Change Affidavit is due by **07/15/2020, 07/15/2021, 07/15/2022, and 07/15/2023**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **07/15/2024**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **05/15/2024**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

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

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File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).**

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

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

NAICS Code(s):

541350- Energy Efficiency Inspection Services

541690- Energy Consulting Services

541611- General Management Consulting Services (Including Medical Waste Auditing)

Your firm's participation on City contracts will be credited only toward **MBE/WBE** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority, Women-Owned Business Enterprise, Veteran-Owned Business Enterprise and Business Enterprise Owned or Operated by People with Disabilities (MBE/WBE/VBE/BEPD) Program.

Sincerely,



Shannon E. Andrews
Chief Procurement Officer

SEA/fn

PETITION FOR REDUCTION/WAIVER OF MBE/WBE PARTICIPATION – FORM 3

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Attach of copy written solicitations made)**
- (2) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (3) Timely notified and used the services and assistance of community, minority and women business organizations. **(Attach of copy written solicitations made)**
- (4) Followed up on initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Attach supporting documentation)**
- (5) Engaged MBEs & WBEs for direct/indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

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

I.

POLICY AND GOALS

A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County Contracts and to eliminate arbitrary barriers for participation in such Contracts by local businesses certified as a Minority Business Enterprise (MBE) and Women-owned Business Enterprise (WBE) as both prime and sub-contractors. In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-owned Business Enterprise Ordinance (the "Ordinance") which establishes annual goals for MBE and WBE participation as outlined below:

Contract Type	Goals	
	MBE	WBE
Goods and Services	25%	10%
Construction	24%	10%
Professional Services	35% Overall	

B. **The County shall set contract-specific goals, based on the availability of MBEs and WBEs that are certified to provide commodities or services specified in this solicitation document. The MBE/WBE participation goals for this Agreement is [thirty-five percent (35%)].** A Bid, Quotation, or Proposal shall be rejected if the County determines that it fails to comply with this General Condition in any way, including but not limited to: (i) failing to state an enforceable commitment to achieve for this contract the identified MBE/WBE Contract goals; or (ii) failing to include a Petition for Reduction/Waiver, which states that the goals for MBE/WBE participation are not attainable despite the Bidder or Proposer Good Faith Efforts, and explains why. If a Bid, Quotation, or Proposal is rejected, then a new Bid, Quotation, or Proposal may be solicited if the public interest is served thereby.

C. To the extent that a Bid, Quotation, or Proposal includes a Petition for Reduction/Waiver that is approved by the Office of Contract Compliance, the Contract specific MBE and WBE participation goals may be achieved by the proposed Bidder or Proposer's status as an MBE or WBE; by the Bidder or Proposer's enforceable joint-venture agreement with one or more MBEs and/or WBEs; by the Bidder or Proposer entering into one or more enforceable subcontracting agreements with one or more MBE and WBE; by the Bidder or Proposer establishing and carrying out an enforceable mentor/protégé agreement with one or more MBE and WBE; by the Bidder or Proposer actively engaging the Indirect Participation of one or more MBE and WBE in other aspects of its business; or by any combination of the foregoing, so long as the Utilization Plan evidences a commitment to meet the MBE and WBE Contract goals set forth in (B) above, as approved by the Office of Contract Compliance.

D. A single Person, as defined in the Procurement Code, may not be utilized as both an MBE and a WBE on the same Contract, whether as a Consultant, Subcontractor or supplier.

E. Unless specifically waived in the Bid or Proposal Documents, this Exhibit; the Ordinance; and the policies and procedures promulgated thereunder shall govern. If there is a conflict

between this Exhibit and the Ordinance or the policies and procedures, the Ordinance shall control.

- F. A Consultant's failure to carry out its commitment regarding MBE and WBE participation in the course of the Contract's performance may constitute a material breach of the Contract. If such breach is not appropriately cured, it may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided for in Division 4 of the Procurement Code at law or in equity.

II. REQUIRED BID OR PROPOSAL SUBMITTALS

A Bidder or Proposer shall document its commitment to meeting the Contract specific MBE and WBE participation goals by submitting a Utilization Plan with the Bid or Proposal. The Utilization Plan shall include (1) one or more Letter(s) of Intent from the relevant MBE and WBE firms; and (2) current Letters of Certification as an MBE or WBE. Alternatively, the Bidder or Proposer shall submit (1) a written Petition for Reduction/Waiver with the Bid, Quotation or Proposal, which documents its preceding Good Faith Efforts and an explanation of its inability to meet the goals for MBE and WBE participation. The Utilization Plan shall be submitted at the time that the bid or proposal is due. **Failure to include a Utilization Plan will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.**

A. MBE/WBE Utilization Plan

Each Bid or Proposal shall include a complete Utilization Plan, as set forth on Form 1 of the M/WBE Compliance Forms. The Utilization Plan shall include the name(s), mailing address, email address, and telephone number of the principal contact person of the relevant MBE and WBE firms. If the Bidder or Proposer submits a Bid or Proposal, and any of their subconsultants, suppliers or consultants, are certified MBE or WBE firms, they shall be identified as an MBE or WBE within the Utilization Plan.

1. Letter(s) of Intent

Except as set forth below, a Bid or Proposal shall include, as part of the Utilization Plan, one or more Letter(s) of Intent, as set forth on Form 2 of the M/WBE Compliance Forms, executed by each MBE and WBE and the Bidder or Proposer. The Letter(s) of Intent will be used to confirm that each MBE and WBE shall perform work as a Subcontractor, supplier, joint venture, or consultant on the Contract. Each Letter of Intent shall indicate whether and the degree to which the MBE or WBE will provide goods or services directly or indirectly during the term of the Contract. The box for direct participation shall be marked if the proposed MBE or WBE will provide goods or services directly related to the scope of the Contract. The box for Indirect participation shall be marked if the proposed MBE or WBE will not be directly involved in the Contract but will be utilized by the Bidder or Proposer for other services not related to the Contract. Indirect Participation shall not be counted toward the participation goal. Each Letter of Intent shall accurately detail the work to be performed by the relevant MBE or WBE firm, the agreed dollar amount, the percentage of work, and the terms of payment.

Failure to include Letter(s) of Intent will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

All Bids and Proposals must conform to the commitments made in the corresponding Letter(s) of Intent, as may be amended through change orders.

The Contract Compliance Director may at any time request supplemental information regarding Letter(s) of Intent, and such information shall be furnished if the corresponding Bid or Proposal is to be deemed responsive.

2. Letter(s) of Certification

Only current Letter(s) of Certification from one of the following entities may be accepted as proof of certification for MBE/WBE status, provided that Cook County's requirements for certification are met:

- County of Cook
- City of Chicago

Persons that are currently certified by the City of Chicago in any area other than Construction/Public Works shall also complete and submit a MBE/WBE Reciprocal Certification Affidavit along with a current letter of certification from the City of Chicago. This Affidavit form can be downloaded from www.cookcountyil.gov/contractcompliance.

The Contract Compliance Director may reject the certification of any MBE or WBE on the ground that it does not meet the requirements of the Ordinance, or the policies and rules promulgated thereunder.

3. Joint Venture Affidavit

In the event a Bid or Proposal achieves MBE and/or WBE participation through a Joint Venture, the Bid or Proposal shall include the required Joint Venture Affidavit, which can be downloaded from www.cookcountyil.gov/contractcompliance. The Joint Venture Affidavit shall be submitted with the Bid or Proposal, along with current Letter(s) of Certification.

B. Petition for Reduction/Waiver

In the event a Bid or Proposal does not meet the Contract specific goals for MBE and WBE participation, the Bid or Proposal shall include a Petition for Reduction/Waiver, as set forth on Form 3. The Petition for Reduction/Waiver shall be supported by sufficient evidence and documentation to demonstrate the Bidder or Proposer's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals, and its inability to do so despite its Good Faith Efforts.

Failure to include Petition for Reduction/Waiver will render the submission not Responsive and shall be cause for the CPO to reject the Bid or Proposal.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting or Denying a Reduction/Waiver Request.

1. The adequacy of the Good Faith Efforts to utilize MBE and WBE firms in a Bid or Proposal will be evaluated by the CCD under such conditions as are set forth in the Ordinance, the policies and rules promulgated thereunder, and in the “Petition for Reduction/Waiver of MBE/WBE Participation Goals” – Form 3 of the M/WBE Compliance Forms.
2. With respect to a Petition for Reduction/Waiver, the sufficiency or insufficiency of a Bidder or Proposer’s Good Faith Efforts shall be evaluated by the CCD as of the date upon which the corresponding Bid or Proposal was due.
3. The Contract Compliance Director or his or her duly authorized Waiver Committee may grant or deny the Petition for Reduction/Waiver based upon factors including but not limited to: (a) whether sufficient qualified MBE and WBE firms are unavailable despite good faith efforts on the part of the Bidder or Proposer; (b) the degree to which specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities so as to enable the Bidder or Proposer to utilize MBE and WBE firms in accordance with the applicable goals; (c) the degree to which the prices or prices required by any potential MBE or WBE are more than 10% above competitive levels; and (d) such other factors as are determined relevant by the Contract Compliance Director or the duly authorized Waiver Committee.
4. If the Contract Compliance Director or the duly authorized Waiver Committee determines that the Bidder or Proposer has not demonstrated sufficient Good Faith Efforts to meet the applicable MBE and WBE goals, the Contract Compliance Director or the duly authorized Waiver Committee may deny a Petition for Reduction/Waiver, declare the Bid or Proposal non-responsive, and recommend rejection of the Bid, Quotation, or Proposal.

IV. CHANGES IN CONSULTANT'S UTILIZATION PLAN

- A. A Consultant, during its performance of the Contract, may not change the original MBE or WBE commitments specified in the relevant Utilization Plan, including but not limited to, terminating a MBE or WBE Contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance and according to the policies and procedures promulgated thereunder.

- B. Where a Person listed under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Consultant shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Director, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain an MBE or WBE replacement within 30 business days of the Contract Compliance Director's written approval of the removal of a purported MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted allowing the Consultant to award the work to a Person that is not certified as an MBE or WBE.

V. NON-COMPLIANCE

If the CCD determines that the Consultant has failed to comply with its contractual commitments or any portion of the Ordinance, the policies and procedures promulgated thereunder, or this Exhibit, the Contract Compliance Director shall notify the Consultant of such determination and may take any and all appropriate actions as set forth in the Ordinance or the policies and procedures promulgated thereunder which includes but is not limited to disqualification, penalties, withholding of payments or other remedies in law or equity.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Consultant shall comply with the reporting and record-keeping requirements in the manner and time established by the Ordinance, the policies and procedure promulgated thereunder, and the Contract Compliance Director. Failure to comply with such reporting and record-keeping requirements may result in a declaration of Contract default. Upon award of a Contract, a Consultant shall acquire and utilize all Cook County reporting and record-keeping forms and methods which are made available by the Office of Contract Compliance. MBE and WBE firms shall be required to verify payments made by and received from the prime Consultant.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant other legal Equal Employment Opportunity and Civil Rights requirements that relate to Consultant and Subcontractor obligations.

Any questions regarding this section should be directed to:

Contract Compliance Director

Cook County

118 North Clark Street, Room 1020

Chicago, Illinois 60602

(312) 603-5502

EXHIBIT 6

Identification of Subconsultants

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

<p>OCPO ONLY:</p> <p><input type="radio"/> Disqualification</p> <p><input type="radio"/> Check Complete</p>
--

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

Bid/RFP/RFQ No.: 1923-18043	Date: August 27, 2020
Total Bid or Proposal Amount: \$450,000	Contract Title: Energy Consultant Services for Natural Gas and Electricity for County-Owned and Leased Facilities
Contractor: Ameresco, Inc.	Subcontractor/Supplier/Subconsultant to be added or substitute: Shelton Solutions, Inc.
Authorized Contact for Contractor: David J. Anderson, Executive Vice President	Authorized Contact for Subcontractor/Supplier/Subconsultant: Kelly Shelton, President and CEO
Email Address (Contractor): danderson@ameresco.com	Email Address (Subcontractor): kelly@shelton-solutions.com
Company Address (Contractor): 111 Speen Street, Suite 410	Company Address (Subcontractor): 5113 South Harper, Suite 200
City, State and Zip (Contractor): Framingham, MA 01701	City, State and Zip (Subcontractor): Chicago, IL 60615
Telephone and Fax (Contractor): T: 508-661-2221 F: 508-598-3221	Telephone and Fax (Subcontractor): T: 773-209-6868 F: 312-577-0831
Estimated Start and Completion Dates (Contractor): October 1, 2020 - September 30, 2023	Estimated Start and Completion Dates (Subcontractor): October 1, 2020 - September 30, 2023

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

<u>Description of Services or Supplies</u>	<u>Total Price of Subcontract for Services or Supplies</u>
Natural Gas RFP assistance; Natural Gas rate assistance; Use and cost reporting; Other reporting; Natural Gas bill auditing (secondary role); Natural Gas bill error resolution (secondary role)	12.6% of actual expenditure

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

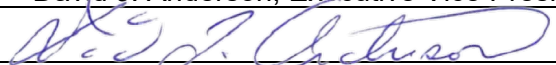
Contractor	Ameresco, Inc.	
Name	David J. Anderson, Executive Vice President	
Title		August 27, 2020
Prime Contractor Signature		Date

EXHIBIT 7

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: Ameresco, Inc.
ADDRESS: 111 Speen Street, Suite 410, Framingham, MA 01701
TELEPHONE: 602-614-4524
CONTACT NAME: Bruce McKee, Senior Supply Management Procurement Advisor
CONTACT EMAIL: bmckee@ameresco.com

SECTION 2: AFFILIATE INFORMATION

If the Contractor has any “Affiliates” please provide the names, addresses and telephone numbers of each Affiliate below. For purposes of this Certification “Affiliates” shall mean any Person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under Control with the Person specified. “Control” shall mean a Person that has the power to directly or indirectly affect the management or the policies of the other through ownership of voting securities or voting rights, by contract or otherwise. “Person” means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

Please see a list of Ameresco’s Affiliates attached as "Subsidiaries of Ameresco, Inc."

Ameresco can provide additional information upon request.

SECTION 3: CONTRACT INFORMATION

RFP No. 1923-18043 Energy Consultant Services for Natural

- a. This Certification relates to the following Contract: Gas and Electricity for County-Owned and Leased Facilities
- 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 and Forest Preserve District of Cook County
- 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.

N/A

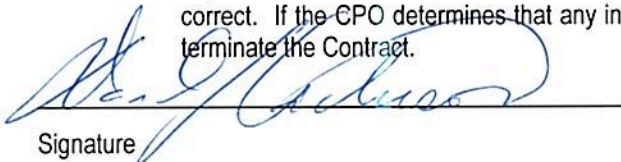
THE CONTRACTOR ACKNOWLEDGES, UNDERSTANDS AND AGREES AS FOLLOWS:

- 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.



Signature

David J. Anderson

Name (Type or Print)

Executive Vice President

Title

June 16, 2020

Date

EX-21.1 3 ex211q419.htm EXHIBIT 21.1

Exhibit 21.1

SUBSIDIARIES OF AMERESCO, INC.

<u>LEGAL NAME</u>	<u>ENTITY TYPE</u>	<u>JURISDICTION</u>
1277591 ONTARIO Inc.	Corporation	Canada
2598837 ONTARIO Inc.	Corporation	Canada
Aegean Drive Solar LLC	Limited Liability Company	Delaware
Ameresco 202 South Blair Solar Inc.	Corporation	Canada
Ameresco & Elemental Options Inc.	Corporation	Canada
Ameresco Canada Inc.	Corporation	Canada
Ameresco CEPEO Solar Inc.	Corporation	Canada
Ameresco Colchester I Inc.	Corporation	Canada
Ameresco Consulting Inc.	Corporation	Canada
Ameresco Dufferin Solar Inc.	Corporation	Canada
Ameresco Enertech, Inc.	Corporation	KY
Ameresco Federal Solutions, Inc.	Corporation	TN
Ameresco Finance Solar Inc.	Corporation	Canada
Ameresco Finance Solar II Inc.	Corporation	Canada
Ameresco GEDSB Solar Inc.	Corporation	Canada
Ameresco Geothermal Inc.	Corporation	Canada
Ameresco HPEDSB Solar Inc.	Corporation	Canada
Ameresco Langstaff Solar Inc.	Corporation	Canada
Ameresco LFG - I, Inc. d/b/a Ameresco Goshen	Corporation	DE
Ameresco LDSCSB Solar Inc.	Corporation	Canada
Ameresco Myles Solar Inc.	Corporation	Canada
Ameresco Niagara Solar Inc.	Corporation	Canada
Ameresco Planergy Housing, Inc.	Corporation	DE
Ameresco Puerto Rico, Inc.	Corporation	Commonwealth of Puerto Rico
Ameresco Quantum, Inc.	Corporation	WA
Ameresco Quebec Inc.	Corporation	Quebec
Ameresco Energy Hellas S.A.	Corporation	Greece
Ameresco Select, Inc.	Corporation	MA
Ameresco Servicios Energeticos S.L.	Corporation	Spain
AmerescoSolutions, Inc.	Corporation	NC
Ameresco Southwest, Inc.	Corporation	AZ
Ameresco UW Solar Inc.	Corporation	Canada
Ameresco Wind Power Canada Inc.	Corporation	Canada
Applied Energy Group, Inc.	Corporation	DE
Byrne (Sudbury) Engineering Inc.	Corporation	Canada
COV Smart City LP	General Partnership	Canada
EI Fund One, Inc.	Corporation	MA
Energy Investment, Inc.	Corporation	MA
HEC/Tobyhanna Energy Project, Inc.	Corporation	MA

Sierra Energy Company	Corporation	NV
Ameresco/Pacific Energy JV	General Partnership	HI
1519 Crandall Road LLC	Limited Liability Company	DE
1724 64 th Avenue Solar LLC	Limited Liability Company	DE
399 Revolution Drive Solar LLC	Limited Liability Company	DE
3901 Suitland Road Solar LLC	Limited Liability Company	DE

<u>LEGAL NAME</u>	<u>ENTITY TYPE</u>	<u>JURISDICTION</u>
515 Main Saugus LLC	Limited Liability Company	DE
5700 Canada Street Solar LLC	Limited Liability Company	DE
5715 Livingston Road Solar LLC	Limited Liability Company	DE
Ameresco AD Holdings LLC	Limited Liability Company	DE
Ameresco Alternate Fuels LLC	Limited Liability Company	DE
Ameresco Aneval LLC	Limited Liability Company	DE
Ameresco ARS LLC	Limited Liability Company	DE
Ameresco Asset Holdings IV LLC	Limited Liability Company	DE
Ameresco Asset Sustainability Group LLC	Limited Liability Company	DE
Ameresco Butte County LLC	Limited Liability Company	DE
Ameresco Candlewood HoldCo LLC	Limited Liability Company	DE
Ameresco Chicopee Energy LLC	Limited Liability Company	DE
Ameresco Chiquita Energy LLC	Limited Liability Company	DE
Ameresco Construction Holdings LLC	Limited Liability Company	DE
Ameresco CT LLC	Limited Liability Company	DE
Ameresco Dallas LLC	Limited Liability Company	DE
Ameresco Delaware Energy LLC	Limited Liability Company	DE
Ameresco DR LLC	Limited Liability Company	DE
Ameresco Evansville LLC	Limited Liability Company	DE
Ameresco Forward LLC	Limited Liability Company	DE
Ameresco Forward RNG LLC	Limited Liability Company	DE
Ameresco Funding I, LLC	Limited Liability Company	DE
Ameresco Funding II, LLC	Limited Liability Company	DE
Ameresco Funding III, LLC	Limited Liability Company	DE
Ameresco Funding IV, LLC	Limited Liability Company	DE
Ameresco Georgia LLC	Limited Liability Company	DE
Ameresco Greenridge LLC	Limited Liability Company	DE
Ameresco Half Moon Bay LLC	Limited Liability Company	DE
Ameresco Hawaii LLC	Limited Liability Company	DE
Ameresco Huntington Beach, L.L.C.	Limited Liability Company	DE
Ameresco Intelligent Systems, LLC	Limited Liability Company	DE
Ameresco Janesville LLC	Limited Liability Company	DE
Ameresco Jefferson City LLC	Limited Liability Company	DE
Ameresco Johnson Canyon LLC	Limited Liability Company	DE
Ameresco Keller Canyon LLC	Limited Liability Company	DE
Ameresco Keller Canyon RNG LLC	Limited Liability Company	DE
Ameresco Lake Havasu LLC	Limited Liability Company	DE
Ameresco LFG Holdings II LLC	Limited Liability Company	DE
Ameresco LFG Holdings III LLC	Limited Liability Company	DE
Ameresco LFG Holdings LLC	Limited Liability Company	DE
Ameresco McCarty Energy LLC	Limited Liability Company	DE
Ameresco MT Wind, LLC	Limited Liability Company	DE
Ameresco Mt. Olive LLC	Limited Liability Company	DE

Ameresco Navy Yard Peaker LLC	Limited Liability Company	DE
Ameresco Northampton LLC	Limited Liability Company	DE
Ameresco Orbit Clinton LLC	Limited Liability Company	DE
Ameresco Orbit DesMoinesWA LLC	Limited Liability Company	DE
Ameresco Orbit Wadesboro LLC	Limited Liability Company	DE
Ameresco Palmetto LLC	Limited Liability Company	DE

<u>LEGAL NAME</u>	<u>ENTITY TYPE</u>	<u>JURISDICTION</u>
Ameresco Pine Bluff LLC	Limited Liability Company	DE
Ameresco Potter Road LLC	Limited Liability Company	DE
Ameresco PV Holdings LLC	Limited Liability Company	DE
Ameresco PV Holdings II LLC	Limited Liability Company	DE
Ameresco PV Holdings III LLC	Limited Liability Company	DE
Ameresco PV Holdings IV LLC	Limited Liability Company	DE
Ameresco PV Holdings V LLC	Limited Liability Company	DE
Ameresco PV Holdings VI LLC	Limited Liability Company	DE
Ameresco PV Holdings VII LLC	Limited Liability Company	DE
Ameresco PV Holdings VIII LLC	Limited Liability Company	DE
Ameresco Ranchland LLC	Limited Liability Company	DE
Ameresco RNG Holdings I LLC	Limited Liability Company	DE
Ameresco Renewable LLC	Limited Liability Company	DE
Ameresco Renewable Energy LLC	Limited Liability Company	DE
Ameresco San Antonio LLC	Limited Liability Company	DE
Ameresco San Joaquin LLC	Limited Liability Company	DE
Ameresco San Joaquin Solar LLC	Limited Liability Company	DE
Ameresco Santa Clara LLC	Limited Liability Company	DE
Ameresco Santa Cruz Energy LLC	Limited Liability Company	DE
Ameresco Skunk Creek LLC	Limited Liability Company	DE
Ameresco Solar - Products LLC	Limited Liability Company	DE
Ameresco Solar - Solutions LLC	Limited Liability Company	DE
Ameresco Solar - Technologies LLC	Limited Liability Company	DE
Ameresco Solar LLC	Limited Liability Company	DE
Ameresco Solar Bridgewater LLC	Limited Liability Company	DE
Ameresco Solar Canton LLC	Limited Liability Company	DE
Ameresco Solar Englewood LLC	Limited Liability Company	DE
Ameresco Solar Fall River LLC	Limited Liability Company	DE
Ameresco Solar Holdings I LLC	Limited Liability Company	DE
Ameresco Solar Holdings II LLC	Limited Liability Company	DE
Ameresco Solar Land Holdings LLC	Limited Liability Company	DE
Ameresco Solar Logan LLC	Limited Liability Company	DE
Ameresco Solar Lowell LLC	Limited Liability Company	DE
Ameresco Solar Milton LLC	Limited Liability Company	DE
Ameresco Solar Natick LLC	Limited Liability Company	DE
Ameresco Solar Natick II LLC	Limited Liability Company	DE
Ameresco Solar New York LLC	Limited Liability Company	DE
Ameresco Solar Newburyport LLC	Limited Liability Company	DE
Ameresco Solar Power 1 LLC	Limited Liability Company	DE
Ameresco Solar Waltham LLC	Limited Liability Company	DE
Ameresco Solar Worcester LLC	Limited Liability Company	DE
Ameresco Stafford LLC	Limited Liability Company	DE
Ameresco Vasco Road LLC	Limited Liability Company	DE

Ameresco Wind New York LLC	Limited Liability Company	DE
Ameresco Woodland Meadows LLC	Limited Liability Company	DE
Ameresco Woodland Meadows Romulus LLC	Limited Liability Company	DE
AMRC Blackstone Holdings LLC	Limited Liability Company	DE
AMRC CS Holdings LLC	Limited Liability Company	DE
AMRC Frederick Holdings LLC	Limited Liability Company	DE

<u>LEGAL NAME</u>	<u>ENTITY TYPE</u>	<u>JURISDICTION</u>
AMRC Millis Holdings LLC	Limited Liability Company	DE
Arlington Municipal Solar PV Projects 2015 LLC	Limited Liability Company	DE
Ashland High School Solar LLC	Limited Liability Company	DE
Ashland Howe St. Solar LLC	Limited Liability Company	DE
Ashland Middle School Solar LLC	Limited Liability Company	DE
Athol Leicester Solar LLC	Limited Liability Company	DE
Belvidere Landfill Solar 1 LLC	Limited Liability Company	IL
Belvidere Landfill Solar 2 East LLC	Limited Liability Company	IL
Belvidere Landfill Solar 2 West LLC	Limited Liability Company	IL
Brickyard Road Solar LLC	Limited Liability Company	DE
BWC Gibbs Brook, LLC	Limited Liability Company	DE
BWC Harlow Brook, LLC	Limited Liability Company	DE
BWC Mystic River, LLC	Limited Liability Company	DE
BWC Origination 8, LLC	Limited Liability Company	DE
BWC Origination 18, LLC	Limited Liability Company	DE
BWC Origination 19, LLC	Limited Liability Company	DE
BWC Pocasset River, LLC	Limited Liability Company	DE
BWC Wading River, LLC	Limited Liability Company	DE
BWC Wareham Assemblage, LLC	Limited Liability Company	DE
BWC Wareham River, LLC	Limited Liability Company	DE
Braintree Schools Solar PV 2015 LLC	Limited Liability Company	DE
Candlewood Clean Power LLC	Limited Liability Company	DE
Candlewood Solar LLC	Limited Liability Company	DE
Chebacco Road Solar LLC	Limited Liability Company	DE
Chicago Solar Alliance LLC	Limited Liability Company	DE
Coles Neck Solar LLC	Limited Liability Company	DE
Church Street Solar LLC	Limited Liability Company	DE
Danville Foundry Holdings, LLC	Limited Liability Company	DE
DePue Holdings, LLC	Limited Liability Company	DE
Downing Parkway Solar LLC	Limited Liability Company	DE
East Granby Solar LLC	Limited Liability Company	DE
Easton Schools Solar LLC	Limited Liability Company	DE
Elm Grove Solar LLC	Limited Liability Company	DE
Energy Solutions & Security, LLC	Limited Liability Company	DE
e.three Custom Energy Solutions, LLC	Limited Liability Company	NV
Fall River Solar Phase 2 LLC	Limited Liability Company	DE
Freeport Solar South, LLC	Limited Liability Company	IL
French King Solar LLC	Limited Liability Company	DE
Glendale Road Solar PV LLC	Limited Liability Company	DE
Gloversville Community Solar LLC	Limited Liability Company	DE
Gray Road Solar Energy LLC	Limited Liability Company	DE
Green Wave LLC	Limited Liability Company	DE
Groton Landfill Solar LLC	Limited Liability Company	DE

Grove Street Solar LLC	Limited Liability Company	DE
Hampden Landfill Solar LLC	Limited Liability Company	DE
Hanson Solar LLC	Limited Liability Company	DE
HEC/CJTS Energy Center LLC	Limited Liability Company	DE
Highland Street Natick Solar LLC	Limited Liability Company	DE
Hixbridge Solar LLC	Limited Liability Company	DE

<u>LEGAL NAME</u>	<u>ENTITY TYPE</u>	<u>JURISDICTION</u>
Hui O Aina, LLC	Limited Liability Company	HI
Illioopolis Solar North LLC	Limited Liability Company	IL
Illioopolis Solar South LLC	Limited Liability Company	IL
Indian Road Solar LLC	Limited Liability Company	DE
Ivory Street Solar LLC	Limited Liability Company	DE
KP California Solar Facility 1 LLC	Limited Liability Company	DE
KP California Solar Facility 2 LLC	Limited Liability Company	DE
KP Dublin Solar LLC	Limited Liability Company	DE
KP Irwindale Solar LLC	Limited Liability Company	DE
KP Market Solar LLC	Limited Liability Company	DE
KP Murrietta Solar LLC	Limited Liability Company	DE
KP Napa Data Solar LLC	Limited Liability Company	DE
KP Petaluma Solar LLC	Limited Liability Company	DE
KP Pleasanton Tech Solar LLC	Limited Liability Company	DE
KP Riverside Solar LLC	Limited Liability Company	DE
KP San Jose FHC Solar LLC	Limited Liability Company	DE
KP San Jose Medical Solar LLC	Limited Liability Company	DE
KP Temecula Solar LLC	Limited Liability Company	DE
KP Vacaville Solar LLC	Limited Liability Company	DE
Lenox Willow Creek Solar LLC	Limited Liability Company	DE
Lakeview Solar Farm Inc	Corporation	Canada
Lexington Municipal Solar LLC	Limited Liability Company	DE
MA Solar Highway LLC	Limited Liability Company	DE
MA Solar Highway Phase 1B LLC	Limited Liability Company	DE
MA Solar Highway Phase 2 LLC	Limited Liability Company	DE
Manville Hill Road Solar LLC	Limited Liability Company	DE
Marbury Point Solar LLC	Limited Liability Company	DE
Mariposa Solar Farm Inc	Corporation	Canada
McLean Landfill Solar LLC	Limited Liability Company	IL
Memorial Field Football Field Solar LLC	Limited Liability Company	DE
Mill Glen Solar LLC	Limited Liability Company	DE
Millbury MA 1, LLC	Limited Liability Company	DE
Millis MA 1, LLC	Limited Liability Company	CO
MN CSG 10 LLC	Limited Liability Company	DE
Mount Olive Community Development Fund LLC	Limited Liability Company	DE
Montevue Lane Solar LLC	Limited Liability Company	DE
Optimum Operations LLC	Limited Liability Company	DE
Natick High School Solar LLC	Limited Liability Company	DE
Natick Senior Center Solar LLC	Limited Liability Company	DE
Newton Municipal Solar LLC	Limited Liability Company	DE
Newton Municipal Solar III LLC	Limited Liability Company	DE
Ninety-First Avenue Renewable Biogas LLC	Limited Liability Company	DE
North Kingston Solar LLC dba Hamilton Allenton Solar LLC	Limited Liability Company	DE

North Parish Road Solar PV LLC	Limited Liability Company	DE
Otter River Road Solar LLC	Limited Liability Company	DE
Owego Solar LLC	Limited Liability Company	DE
Peak Creek Solar LLC	Limited Liability Company	De
Peppertown Road Solar LLC	Limited Liability Company	DE

<u>LEGAL NAME</u>	<u>ENTITY TYPE</u>	<u>JURISDICTION</u>
Plattsburgh Solar LLC	Limited Liability Company	DE
Plymouth South Solar LLC	Limited Liability Company	DE
Pulaski Community Solar LLC	Limited Liability Company	DE
Readington Solar PV LLC	Limited Liability Company	DE
Rochester MA 1, LLC	Limited Liability Company	CO
Rumford Avenue Solar LLC	Limited Liability Company	DE
SC Tire Processing LLC	Limited Liability Company	DE
Seldera LLC	Limited Liability Company	DE
Smithfield Municipal LLC	Limited Liability Company	DE
Solar Revere Phase I LLC	Limited Liability Company	DE
Solutions Holdings, LLC	Limited Liability Company	DE
Speen Street Holdings I, LLC	Limited Liability Company	DE
Speen Street Holdings II, LLC	Limited Liability Company	DE
Speen Street Holdings III, LLC	Limited Liability Company	DE
Speen Street Holdings IV, LLC	Limited Liability Company	DE
Stafford Solar Power LLC	Limited Liability Company	De
Stockbridge Landfill Solar PV LLC	Limited Liability Company	DE
Sympaug Solar LLC	Limited Liability Company	DE
TerraNavigator, LLC	Limited Liability Company	DE
Washington National And Cedar Hill Solar LLC fka 511 Venture Avenue Solar LLC	Limited Liability Company	DE
Wayland Municipal Solar LLC	Limited Liability Company	DE
Wendell MA 1, LLC	Limited Liability Company	DE
West Coast MPPA LLC	Limited Liability Company	DE
West Newbury Main St. Solar LLC	Limited Liability Company	DE
Westerlo NY 1, LLC	Limited Liability Company	CO
Weston DPW Solar LLC	Limited Liability Company	DE
Westwood Fires Station Solar LLC	Limited Liability Company	DE
Westwood Schools Solar 1 LLC	Limited Liability Company	DE
White Rock Road LLC	Limited Liability Company	DE
Woodbridge Avenue Solar LLC	Limited Liability Company	DE
Ameresco International Holdings B.V.	Private Limited Liability Company	Netherlands
Ameresco Limited	Private Limited Company	United Kingdom
ESP Response Limited	Private Limited Company	United Kingdom
Fishtertown Property Holdings Limited	Private Limited Company	Ireland
Kerry Sustainable Energy Limited	Private Limited Company	Ireland
Ameresco Energy Hellas S.A.		Greece

EXHIBIT 8

Board Authorization



Board of Commissioners of Cook County

118 North Clark Street
Chicago, IL

Legislation Details (With Text)

File #:	20-3981	Version:	1	Name:	Ameresco, Inc., Framingham, Massachusetts
Type:	Contract	Status:		Status:	Approved
File created:	8/31/2020	In control:		In control:	Board of Commissioners
On agenda:	9/24/2020	Final action:		Final action:	9/24/2020
Title:	PROPOSED CONTRACT				

Department(s): Bureau of Asset Management

Vendor: Ameresco, Inc., Framingham, Massachusetts

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

Good(s) or Service(s): Energy Consultant Services for Natural Gas & Electricity for County-Owned & Leased Facilities

Contract Value: \$450,000.00

Contract period: 10/1/2020 - 9/30/2023, with one (1), two (2) year renewal options

Potential Fiscal Year Budget Impact: FY 2021 \$150,000.00, FY 2022 \$150,000.00, FY 2023 \$150,000.00

Accounts:

11100.1499.33930.540022 - Electricity

11100.1499.33930.540028 - Natural Gas

Contract Number(s): 1923-18043

Concurrences:

The vendor has met the Minority- and Women-owned Business Enterprise Ordinance via direct participation.

The Chief Procurement Officer concurs.

Summary: Ameresco, Inc. will provide energy consultant, procurement, bill payment and data management services for the procurement of and budgeting for electricity, natural gas, and renewable energy for Cook County facilities. Due to deregulated energy markets, the County can seek energy supply from multiple sources, which may result in operational savings. Due to the complexity and number of County accounts, it is in the best interest of the County to use a subject matter expert to assist the County.

Ameresco's fee for the services provided is assessed as a percentage of the amount of energy procured for the County. In addition, the data management and bill consolidation/validation process are flat annual fees per account as outlined in the Request for Proposals (RFP). Together, these costs will not exceed \$150,000 annually.

This contract is awarded through a publicly advertised Request for Proposals (RFP) in accordance with the Cook County Procurement Code. Ameresco, Inc. is awarded this contract based on established evaluation criteria.

With approval of the agreement herein, it is respectfully requested that the Bureau Chief of Asset

Management, or designee, be authorized to execute, on behalf of the County of Cook, all documents necessary to implement and administer the electricity and natural gas service agreement.

Sponsors:

Indexes: ELIZABETH GRANATO, Interim Chief, Bureau of Asset Management

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
9/24/2020	1	Board of Commissioners	approve	Pass

PROPOSED CONTRACT

Department(s): Bureau of Asset Management

Vendor: Ameresco, Inc., Framingham, Massachusetts

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

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Accounts:

11100.1499.33930.540022 - Electricity
11100.1499.33930.540028 - Natural Gas

Contract Number(s): 1923-18043

Concurrences:

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Summary: Ameresco, Inc. will provide energy consultant, procurement, bill payment and data management services for the procurement of and budgeting for electricity, natural gas, and renewable energy for Cook County facilities. Due to deregulated energy markets, the County can seek energy supply from multiple sources, which may result in operational savings. Due to the complexity and number of County accounts, it is in the best interest of the County to use a subject matter expert to assist the County.

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With approval of the agreement herein, it is respectfully requested that the Bureau Chief of Asset Management, or designee, be authorized to execute, on behalf of the County of Cook, all documents necessary to implement and

administer the electricity and natural gas service agreement.

EXHIBIT 9

Economic Disclosure Statement and Execution Documents

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

Section	Description	Pages
1	Instructions for Completion of EDS	EDS i - ii
2	Certifications	EDS 1- 2
3	Economic and Other Disclosures, Affidavit of Child Support Obligations, Disclosure of Ownership Interest and Familial Relationship Disclosure Form	EDS 3 – 12
4	Cook County Affidavit for Wage Theft Ordinance	EDS 13-14
5	Contract and EDS Execution Page	EDS 15
6	Cook County Signature Page	EDS 16

SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document (“EDS”) is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

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

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

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

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

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

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

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

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

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

Lobbyist means any person who lobbies.

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

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

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

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

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

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

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

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

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

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

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

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

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

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

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

Effective October 1, 2016 all foreign corporations and LLCs must be registered with the Illinois Secretary of State's Office unless a statutory exemption applies to the applicant. Applicants who are exempt from registering must provide a written statement explaining why they are exempt from registering as a foreign entity with the Illinois Secretary of State's Office.

SECTION 2**CERTIFICATIONS**

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

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

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

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

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

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

B. BID-RIGGING OR BID ROTATING

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

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

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

F. ILLINOIS HUMAN RIGHTS ACT

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

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

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

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

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

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

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

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

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

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

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

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

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

N/A

Name	Address
_____	_____
_____	_____
_____	_____

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

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

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

Yes: _____ No: X

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

N/A

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

Yes: _____ No: X

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

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

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

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

PERMANENT INDEX NUMBER(S): N/A

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

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

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

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

None

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

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

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

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

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

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

This Disclosure of Ownership Interest Statement must be submitted by :

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

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

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

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Ameresco, Inc.

D/B/A: _____ FEIN # Only: 04-3512838

Street Address: 111 Speen Street, Suite 410

City: Framingham State: MA Zip Code: 01701

Phone No.: 508-661-2200 Fax Number: N/A Email: bmckee@ameresco.com

Cook County Business Registration Number: N/A
(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): N/A

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 Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
George P. Sakellaris	111 Speen Street, Framingham, MA 01701	48%

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

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

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

Name	Address	Percentage of Beneficial Interest	Relationship
NONE			

Corporate Officers, Members and Partners Information:

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

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
George P. Sakellaris;	111 Speen Street, Framingham, MA 01701;	President and Chief Executive Officer;	N/A
David J. Anderson;	111 Speen Street, Framingham, MA 01701;	Executive Vice President and Director;	N/A
Michael T. Bakas;	111 Speen Street, Framingham, MA 01701;	Executive Vice President;	N/A
Nicole A. Bulgarino;	111 Speen Street, Framingham, MA 01701;	Executive Vice President;	N/A
David J. Corrsin;	111 Speen Street, Framingham, MA 01701;	Executive Vice President;	N/A
Louis P. Maltezos;	111 Speen Street, Framingham, MA 01701;	Executive Vice President;	N/A
Spencer Doran Hole;	111 Speen Street, Framingham, MA 01701;	Senior Vice President and Chief Financial Officer;	N/A
Mark A. Chiploack;	111 Speen Street, Framingham, MA 01701;	Vice President of Finance and Chief Accounting Officer;	N/A

Declaration (check the applicable box):

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

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

George P. Sakellaris

President and Chief Executive Officer

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

Title

George P. Sakellaris

August 27, 2020

Signature

Date

gsakellaris@ameresco.com

508-661-2200

E-mail address

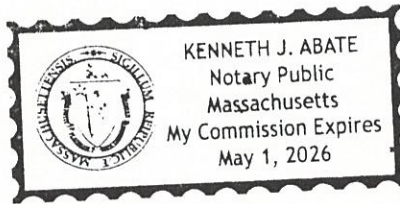
Phone Number

Subscribed to and sworn before me
this 27th day of August, 2020

My commission expires: 5/1/26

X *Kenneth J. Abate*
Notary Public Signature

Notary Seal





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

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

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

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

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

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

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

Additional Definitions:

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

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	Halfbrother
Nephew	Sister-in-law	Halfsister

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

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

Name of Person Doing Business with the County: Ameresco, Inc.

Address of Person Doing Business with the County: 111 Speen Street, Suite 410, Framingham, MA 01701

Phone number of Person Doing Business with the County: 602-614-4524

Email address of Person Doing Business with the County: bmckee@ameresco.com

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

George P. Sakellaris, President and Chief Executive Officer

T: 508-661-2200

E: gsakellaris@ameresco.com

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

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

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: 1923-18043

The aggregate dollar value of the business you are doing or seeking to do with the County: \$450,000 for the initial three year term.

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

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

K U - U " U

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

Check the box that applies and provide related information where needed

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

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

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

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

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

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

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

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

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

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

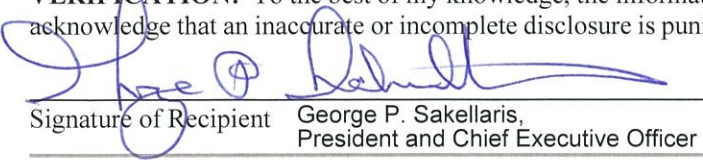
Name of Person Responsible for the General Administration of the Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
Mary Burns	Anan Abu-Taleb	Mayor of Oak Park, IL (Cook County)	Brother-in-law
Peter Michals	Gary Michals	Deputy Director Revenue Cook County Department of Revenue	Father
Michelle Bennett	Michael Catalano	Chicago Police Officer	Brother-in-law

Name of Agent Authorized to Execute Documents for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Employee of Business Entity Directly Engaged in Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.



 Signature of Recipient George P. Sakellaris,
 President and Chief Executive Officer

August 27, 2020

 Date

SUBMIT COMPLETED FORM TO: Cook County Board of Ethics
 69 West Washington Street, Suite 3040, Chicago, Illinois 60602
 Office (312) 603-4304 – Fax (312) 603-9988
 CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (i.e. in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, ***including Substantial Owners***, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

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

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information. **County reserves the right to request additional information to verify veracity of information contained in this Affidavit.**

I. Contract Information:

Contract Number: 1923-18043

County Using Agency (requesting Procurement): Cook County and the Forest Preserve District of Cook County

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): Ameresco, Inc.

Substantial Owner Complete Name: George P. Sakellaris

FEIN# 04-3512838

E-mail address: gsakellaris@ameresco.com

Street Address: 111 Speen Street, Suite 410

City: Framingham State: MA Zip: 01701

Home Phone 

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq.,

YES or NO

Illinois Minimum Wage Act, 820 ILCS 105/1 et seq.,

YES or NO

Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq.,

YES or NO

Employee Classification Act, 820 ILCS 185/1 et seq.,

YES or NO

Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq.,

YES or NO

Any comparable state statute or regulation of any state, which governs the payment of wages

YES or NO

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or **NO**

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or **NO**

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or **NO**

Other factors that the Person or Substantial Owner believe are relevant.
YES or **NO**

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature:

George P. Sakellaris

Date: August 27, 2020

Name of Person signing (Print): George P. Sakellaris

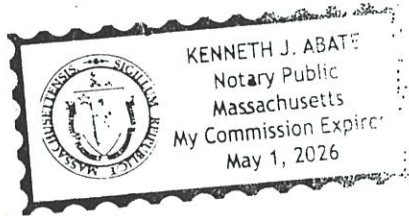
Title: President and Chief Executive Officer

Subscribed and sworn to before me this 27th day of August, 2020

X *Kenneth J. Abate*
Notary Public Signature

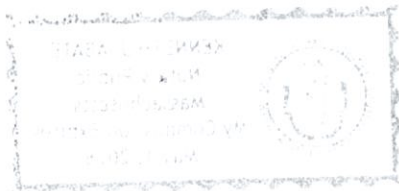
Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



2.5/17

as noted above
2020/08/27



SECTION 5

CONTRACT AND EDS EXECUTION PAGE

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant 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.


Execution by Corporation

Ameresco, Inc.
Corporation's Name

George P. Sakellaris
President's Printed Name and Signature

508-661-2200
Telephone

gsakellaris@ameresco.com
Email


Secretary Signature David J. Corrsin,
Executive Vice President

August 27, 2020
Date

Execution by LLC N/A

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture N/A

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship N/A

Printed Name Signature

Assumed Name (if applicable)

Date

Telephone and Email

Subscribed and sworn to before me this

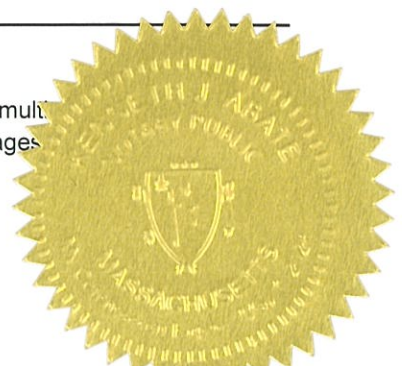
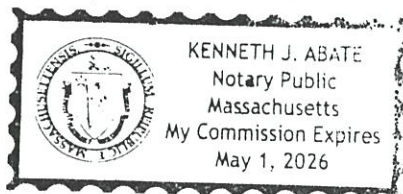
27th day of August, 2020

My commission expires: 5/1/26


Notary Public Signature

Notary Seal

*If the operating agreement, partnership agreement or governing documents requiring execution by multiple partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages



SECTION 6

COOK COUNTY SIGNATURE PAGE

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

Raffi Sarrafian

COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 6th DAY OF October, 2020

APPROVED AS TO FORM:

N/A

ASSISTANT STATES ATTORNEY
(Required on contracts over \$1,000,000)

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

SEPT 24 2020

COM _____

CONTRACT TERM & AMOUNT

1923-18043
CONTRACT #

October 1, 2020 through September 30, 2023 with one, two-year renewal option
ORIGINAL CONTRACT TERM RENEWAL OPTIONS (If Applicable)

\$450,000.00
CONTRACT AMOUNT

COOK COUNTY BOARD APPROVAL DATE (If Applicable)