

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this 21st day of May, 2013 by and between [SELLER] (“Seller”) and the Illinois Power Agency (“Buyer”).

WHEREAS, Seller is a counterparty to a certain long-term sales agreement between itself and Commonwealth Edison Company (“ComEd”) for bundled renewable energy resources;

WHEREAS, Seller’s Renewable Energy Certificate (“REC”) deliveries for the 2013-2014 delivery year under the above mentioned sales agreement have been curtailed as a consequence of the operation of the rate limitation provisions of 20 ILCS 3855/1-75(c) and by Order of the Illinois Commerce Commission ;

WHEREAS, Seller has elected not to terminate such sales agreement, and not to permanently reduce the Annual Contract Quantity thereunder, and wishes to sell a portion of its curtailed RECs to Buyer;

WHEREAS, Buyer is authorized to purchase a portion of curtailed RECs from Seller in a manner consistent with Section 1-56 of the Illinois Power Agency Act [20 ILCS 3855] using money from the Illinois Power Agency Renewable Energy Resource Fund;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transaction - This MOU, the Master REC Purchase and Sale Agreement (Exhibit A), the Cover Sheet (Exhibit B), the Transaction Confirmation (Exhibit C), and attachments (Exhibit D), represent the terms of the transaction by which the Seller intends to sell and the Buyer intends to purchase curtailed RECs applicable to the 2013-2014 delivery year (Transaction).
2. Expiration of Offer - This MOU and associated Exhibits represent a Buyer’s offer to purchase curtailed RECs from Seller. This offer expires on May 29, 2013 at 5 PM, Central Prevailing Time, unless prior to such time, Seller has executed and delivered to Buyer this MOU and the associated Exhibits.
3. Voluntary Transaction - The sale and purchase of curtailed RECs hereunder is entirely voluntary. Neither Seller nor Buyer is under any obligation to enter into this Transaction. Furthermore, after execution of this MOU, Seller is under no obligation to deliver RECs to Buyer.
4. No Precedent Established - The terms for Buyer’s voluntary purchase of curtailed RECs are valid for this Transaction only. This Transaction does not create any right or obligation by Buyer or Seller to accept the same or substantially similar terms in the future. This Transaction does not represent an “Order” or “Ratemaking” as defined by Section 1-50 and 1-65 of the Illinois Administrative Procedure Act [5 ILCS 100/1-50].
5. Litigation and Regulatory Relief - Unless a party fails to meet its contractual obligations hereunder, neither Seller nor Buyer will file suit, litigate or seek regulatory relief in any way related to this Transaction.

6. Condition for Payment by Buyer - Buyer's payment obligation for delivered RECs is subject to the availability of funds duly appropriated by the Illinois General Assembly; Buyer will return title of RECs to Seller, as soon as possible, in the event that Buyer is unable to pay for such RECs due to a lack of appropriations or for any other reason.
7. Set-up Fee - Seller will pay Buyer a non-refundable set-up fee of \$_____to help mitigate Buyer's costs of contracting, setting up systems, process, policies, procedures, accounts and hiring or contracting the resources necessary to manage the Transaction. The Set-up Fee is payable to Buyer and is due within 10 days of the execution date of this MOU.
8. Supplier Fee - Seller will pay the Buyer a \$_____Supplier Fee. The Supplier Fee is equal to \$___ per REC times the Total Contract REC Quantity specified in the Transaction Confirmation. The Supplier Fee is intended to mitigate the costs of administering the Transaction. The Supplier Fee is payable to Buyer and is due within 10 days of the execution date of this MOU. In the event that Buyer is unable or fails to purchase any portion of the Total Contract REC Quantity as a result of a lack of appropriations or any other reason (other than a failure of Seller to deliver such RECs), Buyer shall return to Seller the percentage of such Supplier Fee equal to the percentage of the Total Contract REC Quantity that Buyer is unable or fails to purchase. The Supplier Fee shall otherwise be non-refundable.
9. Retirement of RECs - Buyer will retire delivered RECs only after such time as payment for such RECs has been made to Seller in full.
10. Compliance with the State of Illinois Purchase Requirements - Buyer agrees to the State of Illinois Standard Terms and Conditions, Attachment D; agrees to the State of Illinois Standards Certifications, Attachment G; agrees to make the State of Illinois required Financial Disclosures and Conflict of Interest, Attachment H; agrees to make the State of Illinois Standard Disclosure of Business Operations with Iran, Attachment I; and certifies the Taxpayer Identification Number, Attachment J. In the event of a conflict between the Standard Terms and Conditions and this Agreement, the Standard Terms and Conditions shall prevail.
11. Entire Agreement - This MOU, the Master REC Purchase and Sale Agreement (Exhibit A), the Cover Sheet (Exhibit B), and the Transaction Confirmation (Exhibit C) contain the final and entire agreement between the Seller and the Buyer with respect to the Transaction, and are intended to be an integration of all prior negotiations and understandings.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

[SELLER] _____

Illinois Power Agency _____

By: _____
 Name: _____
 Title: _____
 Address: _____

By: _____
 Name: _____
 Title: _____
 Address: _____

Tel.: _____
Fax: _____
Email: _____

Tel.: _____
Fax: _____
Email: _____
Date : _____

By: _____
Name: _____
Title: _____
Date _____

By: _____
Name: _____
Title: _____
Date : _____

EXHIBIT A
Master REC Purchase and Sale Agreement

EXHIBIT B
Cover Sheet

**MASTER RENEWABLE ENERGY CERTIFICATE
PURCHASE AND SALE AGREEMENT**

COVER SHEET

This Master Renewable Energy Certificate Purchase and Sale Agreement (this "Agreement") is made as of the May 21, 2013 (the "Effective Date") between the following (each a "Party" and collectively, the "Parties"):

Name ("[SELLER]") or "Party A" or "Seller"

Name ("Illinois Power Agency") or "Party B" or "Buyer"

All Notices

Street: _____
City: _____
Attn: _____
Phone: _____
Facsimile: _____
Email: _____

Duns: _____
Federal Tax ID Number: _____

Invoices:

Attn: _____
Phone: _____
Email: _____

REC Title Transfer:

Attn: _____
Phone: _____
Email: _____

Payments:

Attn: _____
Phone: _____
Email: _____

Wire Transfer:

BNK: _____
ABA: _____
ACCT: _____

Credit and Collections:

Attn: _____
Phone: _____
Email: _____

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: _____
Phone: _____
Email: _____

All Notices

Street: _____
City: _____
Attn: _____
Phone: _____
Facsimile: _____
Email: _____

Duns: _____
Federal Tax ID Number: _____

Invoices:

Attn: _____
Phone: _____
Email: _____

REC Title Transfer:

Attn: _____
Phone: _____
Email: _____

Payments:

Attn: _____
Phone: _____
Email: _____

Wire Transfer: ACH information upon request

BNK: _____
ABA: _____
ACCT: _____

Credit and Collections:

Attn: _____
Phone: _____
Email: _____

With additional Notices of an Event of Default or Potential Event of Default to:

Attn: _____
Phone: _____
Email: _____

Payment instructions:

2.2 Payment Terms	<input type="checkbox"/> (a) Payment on Delivery	<input type="checkbox"/> (b) Monthly Invoicing
	<input type="checkbox"/> (c) Prepayment	<input type="checkbox"/> (d) Semiannual Invoicing <input checked="" type="checkbox"/> (e) Seasonal [quarterly] Invoicing

4. Certain Credit Terms.	<input type="checkbox"/> Applicable (complete Certain Credit Terms)
	<input checked="" type="checkbox"/> Not Applicable

8. Governing Law: Notwithstanding any other provision of this contract, State of Illinois law governs. Pursuant to Section 8(b) of the Court of Claims Act [705 ILCS 505], the exclusive venue for litigation regarding this contract is the Illinois Court of Claims.

9.7 Confidentiality	<input type="checkbox"/> Applicable (If not checked, inapplicable)
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9.8 Dispute Resolution	<input checked="" type="checkbox"/> Waiver of Jury Trial
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Addenda (check all those selected)	<input type="checkbox"/> Non-Binding Mediation in	
	<input type="checkbox"/> Binding Arbitration in	<input type="checkbox"/> Baseball Arbitration

Other Changes:

A. The Master Renewable Energy Certificate Purchase and Sale Agreement is hereby amended as follows:

1. Article One: General Definitions.

The definition of "Applicable Program" in Section 1.5 is amended to read, in its entirety, as follows:

"Applicable Program" means the RPS established under the Illinois Power Agency Act [20 ILCS 3855/1-56, 1-75] and Public Utilities Act [220 ILCS 5/16-115D].

The definition of "Business Day" in Section 1.8 is amended to read, in its entirety, as follows:

"Business Day" means any day on which Federal Reserve Banks and Branches are open for business, such that payments can be effected on the Fedwire system.

The definition of "Confirmation" in Section 1.16 is amended to read, in its entirety, as follows:

"Confirmation" means a Product Order substantially in the form of Exhibit B of this Agreement, which the Parties must execute with respect to a Transaction in order for such Transaction to be binding on the Parties.

The definition of "Delivery" in Section 1.21 is amended by adding the following at the end thereof:

"In no event will failure by Buyer to confirm such transfer affect an otherwise valid Delivery of Product in accordance with this Agreement."

The following is added to the Agreement as Section 1.22.1

"Delivery Season" means the time contained within any of four periods wherein the Summer Season is the period June 1, 2013 through August 31, 2013, the Fall Season is the period September 1, 2013 through November 30, 2013, the Winter Season is the period December 1, 2013 through February 28, 2014, and the Spring Season is the period March 1, 2014 through July 10, 2014.

The following is added to the Agreement as Section 1.35.1

"Illinois Act" means Illinois Power Agency Act (20 ILCS 3855/1-5 et seq.).

The following is added to the Agreement as Section 1.35.2

"Illinois and Adjoining-State" means Illinois or a state geographically contiguous with Illinois, which are Wisconsin, Iowa, Missouri, Kentucky, Indiana and Michigan.

The following is added to the Agreement as Section 1.43.1

“Other-State” means a state other than Illinois and Adjoining-States.

The following is added to the Agreement as Section 1.55.1

“Renewable Energy Resource RFP” or “RER RFP” means a renewable RFP or Request for Proposals conducted by the Illinois Power Agency (“IPA”) to meet the RPS requirements set forth in the Illinois Act pursuant to the Illinois Commerce Commission’s Final Order in Docket No. 09-0373 and finalized in December, 2010.

Section 1.56 is amended to read, in its entirety, as follows:

“Renewable Energy Source” means renewable energy resource, as defined in Section 1-10 the Illinois Act [20 ILCS 3855/1-10].

The following is added to the Agreement as Section 1.68.1:

“Type of REC” shall mean the REC associated with a category of Renewable Energy Source. There are four Types of RECs that apply to this Agreement. They are as follows;

- i. Photovoltaic REC – a REC from a solar photovoltaic resource;
- ii. Wind REC – a REC from a wind resource;
- iii. Other Explicitly Named REC – a REC from the following Renewable Energy Sources: (a) solar thermal, (b) biodiesel, (c) anaerobic digestion, (d) crops and untreated and unadulterated organic waste biomass, (e) tree waste, (f) hydropower that does not involve new construction or significant expansion of hydropower dams and (g) landfill gas in Illinois; or,
- iv. Other Environmentally Preferable REC – a REC from a Renewable Energy Source and not included in the sources identified in 1.68.1 i., ii., or iii. above, that has been presented by the Seller during the qualification process of the REC RFP to which this Agreement is applicable and that the IPA has agreed is an eligible REC under the Applicable Program.

Section 1.74 is amended to read, in its entirety, as follows:

“Vintage” means the period set forth in the Confirmation during which the renewable energy supporting the REC is generated.

2. Article 2: Section 2.2—“Payment”.

Section 2.2 is replaced in its entirety with the following:

Seller will render to the Buyer an invoice by electronic mail for the payment obligations of Buyer to Seller, on or before the 10th day of the month of September 2013, December 2013, and March 2014, and the 20th day of July 2014. All invoices under this Agreement shall be due and payable in accordance with Seller’s invoice instructions on the last Business Day of the month that follows the end of the prior Delivery Season. No more than one invoice will be processed for payment for each Delivery Season.

If Seller fails to render such invoice by the invoice due date, no payment will be processed for that Delivery Season, with the exception that if the invoice for the Spring Delivery Season is late it will be processed within 30 days after receipt. For any amounts associated with late invoices for Deliveries made in the Summer, Fall, or Winter Delivery Seasons, those amounts shall be eligible to be included in the following Delivery Season’s invoice for subsequent payment. If the invoice amount is in dispute and such dispute is unresolved within five (5) Business Days following the invoice due date, then the undisputed amount will be paid on or before the last Business Day of the month that follows the end of the relevant Delivery Season.

Each Party will make payments in accordance with invoice instructions by electronic funds transfer, or by other mutually agreed methods, to the account designated on the Cover Sheet. Buyer’s payment obligation for delivered RECs is subject to the availability of funds duly appropriated by the Illinois General Assembly; Buyer will return title of RECs to Seller in the event that Buyer is unable to pay due to a lack of funds, lack of authority, or any other reason. Buyer’s payment obligation is also subject to changes in law or determination by any court with proper subject matter jurisdiction that the Buyer has lost or lacked the authority to conduct this transaction. In the event that Buyer has actual knowledge of a change to the

Buyer's appropriation or authority that has a material adverse effect this transaction, Buyer will notify Seller within 10 business days of such change.

Any undisputed amounts not paid by the due date are delinquent and will accrue interest pursuant to the terms of Section 3-2 of the Prompt Payment Act [30 ILCS 540] and supporting Rules [74 Ill. Admin. Code Part 900]. A Party may, in good faith, dispute the correctness of any invoice within six months. If an invoice or portion thereof is disputed, the undisputed portion of the invoice must be paid when due, with notice of the objection given to the other Party. Any invoice dispute must be in writing and state the basis for the dispute, which must be in good faith. Subject to Section 5.4, a Party may withhold payment of the disputed amount until two Business Days following the resolution of the dispute, and any amounts not paid when originally due will bear interest at the prime lending rate of interest from the due date as originally invoiced. Inadvertent overpayments will be returned upon request or deducted by the Party making such overpayment from subsequent payments, with interest at the prime lending rate of interest from and including the date of such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section within six (6) months after the invoice is rendered. If final resolution of the dispute is not completed within 60 days after notification of the dispute, the Parties shall be free to pursue any available legal or equitable remedy.

3. Article 2: Section 2.3—"Confirmation".

Section 2.3 is amended in its entirety, as follows:

The Parties shall confirm a Transaction by executing a confirmation ("Confirmation" or "Product Order") substantially in the form of Exhibit B of this Agreement. No Transaction shall be binding until each party has executed a Confirmation for such Transaction.

4. Article 2: Section 2.5—"Transfer of Title".

The following is added to the Agreement as Section 2.5.1

The Parties agree to follow the specific Delivery rules applicable to PJM EIS GATS, the North American Renewables Registry (NARR) and/or M-RETS, as appropriate. The Seller shall Deliver PJM EIS GATS, NARR and/or M-RETS RECs by initiating transfer to the PJM EIS GATS and/or M-RETS account of the Buyer. The transfer of the PJM EIS GATS, NARR and/or M-RETS RECs shall represent a transfer of and valid title to such PJM EIS GATS, NARR and/or M-RETS RECs free and clear of any lien or other encumbrance. All deliveries of RECs under this Agreement shall be separate and distinct from any other deliveries of RECs under other Supply Agreements in order to permit Buyer to clearly distinguish between deliveries under this Agreement from deliveries under such other Supply Agreements. Within three Business Days of a transfer, Seller shall notify Buyer, at the address for notice of REC Title Transfer specified on the Cover Sheet, that a transfer of RECs has been initiated by Buyer under this Agreement.

5. Article 3: Section 3.2 — "Warranties of Seller".

Section 3.2 is amended (a) by replacing the phrase "unless separately discussed to Buyer" in clause (vii) with the phrase "unless separately disclosed by Buyer or arising by reason of Buyer's status as a Governmental Authority", and (b) by replacing "by any" in the third to last line of the Section with "of any".

Section 3.4 — "Indemnity".

Section 3.4 is replaced in its entirety by the following:

Nothing in this contract shall create any rights to indemnity on behalf of the State of Illinois, the Illinois Power Agency, or any other unit of Illinois government to the benefit of Seller. Buyer and Seller agree to make all commercially reasonable efforts to amicably settle all disputes.

7. Article 5—"Events of Default, Remedies".

Section 5.4 is amended by inserting at the end thereof the following:

"Notwithstanding anything to the contrary in this Agreement, the Non-Defaulting Party need not pay to the Defaulting Party any amount under Article 5 until all other obligations of the Defaulting Party, or its Guarantor, to make any payments to the Non-Defaulting Party under this Agreement which are due and payable as of the Early Termination Date (including any amounts payable pursuant to each Excluded Transaction) have been fully and finally performed.

All payments required by this section by Buyer are subject to appropriation or payment after resolution by the Illinois Court of Claims, as applicable”

8. Article 7—“Government Action”.

This article is amended by adding a new paragraph at the end reading as follows:

“All purchases by Buyer are subject to appropriation and continuing authority to purchase RECs sold by Seller. In the event that Buyer has actual knowledge of a change to the Buyer’s appropriation or authority that has a material adverse effect this transaction, Buyer will notify Seller within 10 business days of such change.

9. Article 8—“Governing Law, Statute of Frauds”.

This Article is amended by deleting the following:

“Unless a Party expressly objects at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording of all telephone conversations between them, and agrees to retain such recordings in confidence, secured from improper access, and available to be submitted in evidence in any proceeding relating hereto. Each Party waives any further notice of such recording, and agrees to notify and obtain any necessary consents from its officers and employees, and indemnify, defend and hold harmless the other Party from any liability arising from failure to obtain such consents. To the full extent permitted under Applicable Law, if the Parties have agreed on the terms of a Transaction in the manner provided herein, the Parties agree not to contest, or to enter any defense concerning the validity or enforceability of a Transaction on the grounds that the documentation for such Transaction fails to comply with the requirements of a jurisdiction’s Statute of Frauds or other Applicable Law requiring agreements to be written or signed.”

This Article is further amended by adding the following:

“All modifications to this Agreement shall be in writing and executed by both parties. No right or obligation under this agreement may be waived without express written consent of both parties. This Agreement, including the Cover Sheet and Memorandum of Understanding shall comprise the entire agreement, and shall supersede all previous oral or written correspondence.”

10. Article 9—“Miscellaneous”.

Section 9.3 is amended by (a) inserting in the third line after the word “service” the following: “, electronic means”; (b) by inserting in the third line after the word “by” the following: “electronic means,”; and (c) by inserting the following at the end of the sentence in the third line: “; provided, however, that any non-routine notices (e.g., notices of default) shall be delivered by a means other than an electronic means.”

Section 9.5(h) is amended by adding the following sentence to the end of that section:

“Delivery of an executed counterpart of a signature page to this Agreement or to any Product Order by facsimile or electronic means shall be effective as delivery of a manually executed counterpart of this Agreement or Product Order. Electronic or fax copies of executed original copies of this Agreement and any Product Order shall be sufficient and admissible evidence of the content and existence of this Agreement or any Product Order to the same extent as the originally executed copy or copies (if executed in counterpart).”

11. Exhibit B: Example Product Order Without Disclosure Document.

Exhibit B is replaced with the attached Exhibit B.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[SELLER] _____

Illinois Power Agency _____

Party A Name

Party B Name

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date : _____

EXHIBIT B: EXAMPLE PRODUCT ORDER WITHOUT DISCLOSURE DOCUMENT
Renewal Energy Certificates
CONFIRMATION

The following describes the terms of a proposed transaction between Buyer and Seller for the sale, purchase and delivery of Renewable Energy Certificates ("RECs") pursuant to the terms of the Master Renewable Energy Certificates Purchase and Sale Agreement (the "Agreement") between them dated _____, _____, as revised herein.

Trade Date:

Seller: _____

Buyer: _____

Type of Product: _____

Renewable Energy Facility: _____

Product(s)

(i) **Location of REC: (check one)**

Illinois and Adjoining-State

Other-State

(ii) **Type of REC: (check one)**

Wind

Photovoltaic

Other Explicitly Named REC

Other Environmentally Preferable REC – Specify IPA agreed Renewable Energy Sources that will provide RECs _____ (required)

(iii) **Total Contract Quantity:** Up to XXX RECs. Seller has no obligation to deliver any minimum quantity of RECs. Buyer will pay for all RECs, up to the specified quantity, to the extent delivered by the Delivery Date.

(iv) **Purchase Price:** \$XX.XX per REC

1. **Vintage:** _____
2. **Delivery Date:** _____
3. **Method of Transfer:** _____
4. **Buyer's PJM EIS GATS Account:** _____
5. **Buyer's M-RETS Account:** _____
6. **Buyer's NARR Account:** _____
7. **Seller represents that at the time of Delivery these RECs satisfy the requirements set forth in Section 3.2 of the Agreement, and that each REC provides all environmental attributes of one MWh of generation from resources of the type and location as checked in "Type of REC" and "Location of REC", respectively in this Product Order and that the renewable resource and associated renewable energy credit meets the following requirements specified in the Illinois Power Agency Act (20 ILCS 3855/1-10):**

"Renewable energy resources" includes energy and its associated renewable energy credit or renewable energy credits from wind, solar thermal energy, photovoltaic cells and panels, biodiesel, anaerobic digestion, crops and untreated and unadulterated organic waste biomass, tree waste, hydropower that does not involve new construction or significant expansion of hydropower dams, and other alternative sources of environmentally preferable energy. For purposes of this Act, landfill gas produced in the State is considered a renewable energy resource. "Renewable energy resources" does not include the incineration or burning of tires, garbage, general household, institutional, and commercial waste, industrial lunchroom or office waste, landscape waste other than tree waste, railroad crossties, utility poles, and construction or demolition debris, other than untreated and unadulterated waste wood.

Revisions to the Agreement:

The parties agree to the Transaction set forth herein.

[Seller] _____

[Buyer] _____

Signed: _____

Signed: _____

Name (Print): _____

Name (Print): _____

Date: _____

Date: _____

Further Contact Information and Certain Credit Terms

Article 4

Party A Credit Protection:

4.1 Financial Information:

- Not Applicable
 Applicable
 Other entity (specify): _____
 In addition (specify): _____

4.2 Credit Assurances:

- Not Applicable
 Applicable

4.3 Collateral Threshold:

- Not Applicable
 Applicable under EEI
 Applicable under ISDA
 Applicable Standalone

If Applicable Standalone, complete the following:

Party B Collateral Threshold: \$_____;
provided, however, that Party B's Collateral Threshold is zero if an Event of Default or Potential Event of Default with respect to Party B has occurred and is continuing.

Party B Independent Amount: \$_____

4.4 Downgrade Event:

- Not Applicable
 Applicable
 Applicable – Otherwise Specified: (specify)

4.5 Guarantor for Party B:

Guarantee Amount:

Article 5:

- Cross Default for Party A:
Party A Cross Default Amount:
 Other Entity:
Cross Default Amount:

Credit and Collateral Requirements

Party B Credit Protection:

4.1 Financial Information:

- Not Applicable
 Applicable
 Other entity (specify): _____
 In addition (specify): _____

4.2 Credit Assurances:

- Not Applicable
 Applicable

4.3 Collateral Threshold:

- Not Applicable
 Applicable under EEI
 Applicable under ISDA
 Applicable Standalone

If Applicable Standalone, complete the following:

Party A Collateral Threshold: \$_____ provided, however, that Party A's Collateral Threshold is zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: \$_____

4.4 Downgrade Event:

- Not Applicable
 Applicable
 Applicable – Otherwise Specified: (specify)

4.5 Guarantor for Party A:

Guarantee Amount:

Events of Default; Remedies

- Cross Default for Party B:
Party B Cross Default Amount:
 Other Entity:
Cross Default Amount:

EXHIBIT C
Transaction Confirmation

CONFIRMATION

To:
[SELLER]

From:
IPA

The following describes the terms of a proposed transaction between Buyer and Seller for the sale, purchase and delivery of Renewable Energy Certificates ("RECs") pursuant to the terms of the Master Renewable Energy Certificates Purchase and Sale Agreement (the "Agreement") between them dated: May 21 2013.

Trade Date: May 21, 2013

Seller: [SELLER] or "Party A"

Buyer: Illinois Power Agency or "Party B"

Type of Product: Unit Specific

Renewable Energy Facility: _____

Product(s)

(i) **Location of REC: (check one)**

Illinois and Adjoining-State

Other-State

(ii) **Type of REC: (check one)**

Wind

Photovoltaic

Other Explicitly Named REC

Other Environmentally Preferable REC – Specify IPA agreed Renewable Energy Sources that will provide RECs _____(required)

(iii) **Total Contract Quantity:** Up to X RECs. Seller has no obligation to deliver any minimum quantity of RECs. Buyer will pay for all RECs, up to such specified quantity, to the extent delivered by the Delivery Date.

(iv) **Purchase Price:** \$X per REC

1. **Vintage:** June 1, 2013 to May 31, 2014
2. **Delivery Date:** The last day of the Spring Delivery Season in 2014. Deliveries must be made on or before the Spring Delivery Date. Buyer will accept Deliveries of RECs beginning on June 1, 2013.
3. **Method of Transfer:** Transfer of PJM EIS GATS, NARR and/or M-RETS REC Title to Party B's PJM EIS GATS and/or M-RETS Account.
4. **Buyer's PJM EIS GATS Account:** IPA Transactional
5. **Buyer's M-RETS Account:** IPA Transactional
6. **Buyer's NARR Account:** N/A
7. **Seller represents that at the time of Delivery these RECs satisfy the requirements set forth in Section 3.2 of the Agreement, and that each REC provides all environmental attributes of one MWh of generation from resources of the type and location as checked in "Type of REC" and "Location of REC", respectively in this Product Order and that the renewable resource and associated renewable energy credit meets the following requirements specified in the Illinois Power Agency Act (20 ILCS 3855/1-10):**

"Renewable energy resources" includes energy and its associated renewable energy credit or renewable energy credits from wind, solar thermal energy, photovoltaic cells and panels, biodiesel, anaerobic digestion, crops and untreated and unadulterated organic waste biomass, tree waste, hydropower that does not involve new construction or significant expansion of hydropower dams, and other alternative sources of environmentally preferable energy. For purposes of this Act, landfill gas produced in the State is considered a renewable energy resource. "Renewable energy resources" does not include the incineration or burning of tires, garbage, general household, institutional, and commercial waste, industrial lunchroom or office waste, landscape waste other than tree waste, railroad crossties, utility poles, and construction or demolition debris, other than untreated and unadulterated waste wood.

The parties agree to the Transaction set forth herein.

[Seller]

Signed: _____

Name (Print): _____

Date: _____

[Buyer]

Illinois Power Agency

Signed: _____

Name (Print): _____

Date: _____

Signed: _____

Name (Print): _____

Date: _____

Signed: _____

Name (Print): _____

Date: _____

EXHIBIT D

Attachments

Attachment D

Standard Terms and Conditions

Attachment G

Standards Certifications,

Attachment H

Financial Disclosures and Conflict of Interest

Attachment I

Standard Disclosure of Business Operations with Iran

Attachment J

Taxpayer Identification Number

STATE OF ILLINOIS
STANDARD BUSINESS TERMS AND CONDITIONS

ATTACHMENT D

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).
- 1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.6.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

- 2. ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

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- 3. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
- 5. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 6. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 8. CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be

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considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 11. INSURANCE:** Vendor shall, at all time during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license

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and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

- 15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 16. APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 18. CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee, or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 19. NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 20. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 21. PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

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- 22. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 23. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 24. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 24.2. Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 24.3. Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**
- 25.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.
- 25.2. By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.
- 26. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

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ATTACHMENT D

- 27. TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.
- 27.1. If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.
- 27.2. For termination due to any of the causes contained in this section, the State retains its right to seek any available legal or equitable remedies and damages.
- 28. TERMINATION FOR CONVENIENCE:**
- 28.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. 30 ILCS 500/20-60.
- 28.2. The State may, for its convenience and with 30 days of prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

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Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.
4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.
5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

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6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.
15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

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16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
18. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
19. Drug Free Workplace
 - 19.1. If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
 - 19.2. If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
22. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2.
24. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12. 30 ILCS 584.
26. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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- 28.** Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 29.** Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 30.** Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 31.** A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

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C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

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FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT H

Financial Disclosures and Conflicts of Interest forms (“forms”) must be accurately completed and submitted by the vendor, any parent entity(ies) and any subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading, unless otherwise provided. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the previously submitted form is no longer accurate, disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

Subcontractor forms must be provided with a copy of the subcontract, if required, within 15 days after execution of the State contract or after execution of the subcontract, whichever is later, for all subcontracts with an annual value of more than \$50,000.

This disclosure is submitted for:

- Vendor
- Vendor’s Parent Entity(ies) (100% ownership)
- Subcontractor(s) >\$50,000
- Subcontractor’s Parent Entity(ies) > \$50,000

Project Name and Illinois Procurement Bulletin Number	Click here to enter text.
Vendor Name	Click here to enter text.
Doing Business As (DBA)	Click here to enter text.
Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

STEP 1

SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

STEP 2

DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3

DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over \$25,000)

(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Yes No. Is your company represented by or do you employ a lobbyist or other agent required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

Name	Address	Relationship to Disclosing Entity
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain an Agency/University contract: [Click here to enter text.](#)

STEP 4

PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

STEP 5

POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over \$25,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: [Click here to enter text.](#)

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

STEP 6

EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered “Yes” in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS
 (Complete only if bid, offer, or contract has an annual value over \$25,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: [Click here to enter text.](#)

- 1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
- 2. Within the previous ten years, have you had any professional licensure discipline? Yes No
- 3. Within the previous ten years, have you had any bankruptcies? Yes No
- 4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
- 5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered “Yes”, please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. [Click here to enter text.](#)

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS
 (Complete only if bid, offer, or contract has an annual value over \$25,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, or other ongoing procurement relationships with units of State of Illinois government? Yes No.

If “Yes”, please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: [Click here to enter text.](#)

STEP 9

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: [Click here to enter text.](#)

Signature: _____

Date: [Click here to enter text.](#)

Printed Name: [Click here to enter text.](#)

Title: [Click here to enter text.](#)

Phone Number: [Click here to enter text.](#)

Email Address: [Click here to enter text.](#)

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT I

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

OT

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

ATTACHMENT J

I certify that the number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

I certify that I am a U.S. person (including a U.S. resident alien).

- If you are an individual, then enter your name and Social Security Number (SSN) as it appears on your Social Security Card.
- If you are a sole proprietor, then enter the owner's name on the name line followed by the name of the business and the owner's SSN or Employer Identification Number (EIN).
- If you are a single-member LLC that is disregarded as an entity separate from its owner, then enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, then enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: [Click here to enter text.](#)

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number

Social Security Number: [Click here to enter text.](#)

Or

Employer Identification Number: [Click here to enter text.](#)

Legal Status (check one):

- | | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: _____

Date: [Click here to enter a date](#)