



# ELEVATE

## REQUEST FOR PROPOSALS: Municipal Water Affordability Analyses

August 28, 2024	RFP Published
September 6, 2024	Pre-submission information meeting (virtual) 12:00 PM
September 9, 2024	Questions accepted until 5:00 PM CDT
September 13, 2024	All questions and responses posted
September 30, 2024	Deadline to submit response 5:00 PM CDT
October 7, 2024	Notice of Award
October 21, 2024	Proposed Start of Contract

### **Instructions to Respondents**

Proposals are solicited for providing the services as set forth in this solicitation. All proposals must be submitted as a single PDF file including the documents below via an electronic message to [waterproposals@elevatenp.org](mailto:waterproposals@elevatenp.org) . Responses must be received by 5 PM CDT, Monday September 30.



**ELEVATE**

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## Request for Proposals: Municipal Water Affordability Analyses for the Cook County Water Affordability Program

Elevate Energy (Elevate) is seeking proposals from qualified professionals to develop a water affordability analysis and solutions implementation plan for one or more municipalities in suburban Cook County, Illinois.

### Context

Elevate seeks to provide assistance to 10 municipalities through water affordability analyses, helping municipalities understand their unique challenges to residential water affordability, and identify short-, medium-, and long-term strategies to make water more affordable. We are seeking services from several consultants and professionals to help produce these analyses. Applications will be open to all of suburban Cook County municipalities, but priority will be given to municipalities meeting criteria for demonstrated need and interest in implementing affordability programs. Consultants will be matched with municipalities during the award process. Following the analyses, municipalities can apply for funding to implement these strategies, such as launching an affordable rate, developing a residential leak alert system, conducting a water audit, or providing seed funding for a customer assistance program. Implementation funding will be awarded to 3-5 municipalities.

The Cook County Water Affordability program is administered by Elevate on behalf of the Cook County Bureau of Economic Development, funded through the American Rescue Plan Act. Elevate is a 501(c)(3) nonprofit organization that works nationally and is headquartered in Chicago. Elevate seeks to create a just and equitable world in which everyone has clean and affordable heat, cooling, power, and water in their homes and communities — prioritizing frontline communities. You can learn more about our water affordability work online at [ElevateNP.org/Water-Affordability](https://ElevateNP.org/Water-Affordability).



## Scope of Work

Elevate is seeking the services of several consultants to each conduct residential water affordability analyses in selected municipalities in Cook County. A total of 10 municipalities will receive analyses and a selected consultant will provide separate analyses for up to three municipalities. Each analysis should conclude with a Water Affordability Action Plan that will provide an overview of affordability barriers in the community and conclude with tailored policy and program recommendations for short-term (6-12 months), medium-term (12-24 months), and long-term (24+ months) implementation to improve affordability for residents. As an example, [here is an affordability analysis](#) completed by Elevate for the City of Chicago. Elevate will seek out the participation of targeted municipalities and assist in pairing municipalities with consultants based on identified needs and consultant expertise.

### *Task 1: Data Collection*

- A. Gather, clean, and summarize data at the municipal and census tract level (when possible), including demographic and socioeconomic data from the U.S. Census Bureau and billing data from the municipality, including:
  1. Water rate information over (at minimum) the past 5 years;
  2. Billing and usage data for water and wastewater service for residential account types;
  3. Arrearages (in particular, outstanding residential water debt and number of days past due);
  4. Affordability and/or payment plan program enrollment rates, if applicable;
  5. Service disconnections (frequency, duration);
  6. Median income and income quintiles;
  7. Race and ethnicity data;
  8. Percentage of population in relation to federal poverty level and area median income; and
  9. Any other readily available data necessary to accomplish the project.
- B. Interview utility/municipal staff about water affordability offerings, opportunities, and challenges to learn what approaches to water affordability the utility has taken and what lessons they have learned. These may be done in person, virtually, through an “open house” and/or through surveys.
- C. Interview residents about their experiences of water affordability in the municipality. Interviews may include community-based organizations familiar with the experience of vulnerable residents. These may be done in person, virtually, through an “open house” and/or through surveys.

After Task 1, the consultant will give an overview of planned analysis during a check-in meeting with Elevate, based on the data provided and discuss possible challenges or setbacks.



*Elevate recognizes that it may not be possible to collect all data points mentioned above. Respondents should discuss in their proposal an approach for analyzing water affordability challenges in a municipality in the event it is difficult to obtain usable billing data at the residential level.*

## *Task 2: Data Analysis*

- A. Identify challenges, trends, and patterns that emerge in the data provided, especially at the census tract level, if available.
- B. Use a readily available water affordability metric or metrics to provide an understanding of affordability challenges in the municipality, including:
  1. U.S. EPA Water Affordability Threshold (applied to the census tract level and lowest earning income quintiles)
  2. Household Burden Indicator (HBI)
  3. Hours at minimum wage metric
  4. Any other affordability metrics that are commonly used or deemed appropriate given the available data.

*Metric definitions can be found in [this AWWA report](#).*

- C. Provide an overview of shutoff and payment policies and procedures as well as current customer assistance programs available to residents.

After completion of Task 2, consultant will provide an overview of key findings during a check-in meeting with Elevate, allowing Elevate to request any refinements or additional analysis.

## *Task 3: Recommendations*

- A. Develop recommendations for potential implementation in a **Water Affordability Action Plan**. These should include short-term, shovel-ready projects *that can be fully launched by November 2026*. This includes but is not limited to:
  1. Identification of methods to address water loss, both apparent and real loss
  2. Billing or data management improvements
  3. Customer service opportunities to improve affordability (ex: improving customer communication and methods around bill due dates, payment options, etc.)
  4. Consideration of rate changes to increase affordability and/or the launch of an affordable rate or assistance program,
  5. Interventions for any unique type of customer group identified in the data analysis (for example, those who are chronically shut off for short vs. long periods of time, residents with high past due balances.)
- B. Present findings of the **Water Affordability Action Plan**. The recommendations should include short-, medium-, and long-term solutions along with actionable steps for implementation, suggested timelines, cost, and possible funding opportunities. This **action plan** will be presented to municipal officials and staff, Elevate, and the Bureau of Economic



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Development in a report and accompanying slide deck. Reports should include a cover page, table of contents, executive summary, and acknowledgements. The report should be neatly designed and present all relevant data, including data visualizations.

### *Variable Components*

- Municipalities may have done an affordability analysis in the past five years that can be built upon or updated by the selected consultant. Using any prior studies, the analysis completed by the consultant within this scope of work should seek to update the affordability metrics with new rate and arrearage data and focus more heavily on recommendations. Specifically, more detail could be provided for project implementation. This can include examples of other programs that have been implemented nationally that would serve as a good example.
- Data capabilities of the municipality may vary, in which case the level of water bill analysis may vary to stay within the proposed project budget and timeline.

### **Budget & Payment Schedule:**

Proposals may not exceed \$75,000 per municipal analysis and must provide for a total cost per task as outlined in the scope of work section above.

**Timeline:** Following is the anticipated timeline for the work being sought under this RFP. This timeline is subject to change in Elevate’s sole discretion.

January 2025	Check in meeting 1: present findings of Task 1
April 2025	Check in meeting 2: present findings of Task 2
June 2025	Check in meeting 3: present recommendations of Task 3 to Elevate for review
July 2025	Present final implementation plan to municipalities



## Required Response Documents & Submission Requirements

All proposals must be submitted as a single PDF file including the documents below via an electronic message to [waterproposals@elevatenp.org](mailto:waterproposals@elevatenp.org). Responses must be received by 5 PM CDT, Monday September 30. Automated responses will be sent acknowledging receipt of proposals, and it is the submitter's responsibility to ensure receipt of the acknowledgement. Elevate staff will be available to assist in troubleshooting submissions that are not being acknowledged, but only until the submission deadline. Responders are therefore encouraged to submit early. Elevate will not be responsible for or offer extensions as the result of technical difficulties that result in late submissions.

1. Completed response packet
  - a. Business information: general information about the consultant and areas of expertise.
  - b. Staff information: list of professionals who will be responsible for the work and a brief summary of their qualifications, with the primary point of contact for Elevate on the project identified. Up to three two-page resumes may be included in an appendix to the response packet.
  - c. Project Examples: listing of prior projects completed by the consultant similar to those specified in this RFP, detailing the size of project and client.
  - d. Example affordability analysis or similar work, with any sensitive information redacted, if necessary.
  - e. Three to five References, preferably for work similar in nature
  - f. Optional Contractor Diversity form
  - g. Respondent Acknowledgements
  - h. Cyber security questionnaire
2. Acknowledgment of ability to comply with contract terms (included in this RFP as Appendix A) or proposed alternative language for any provision with which consultant is unable to comply.
3. Proposal narrative – not to exceed three pages in length (must address the evaluation criteria in the Evaluation Process section):
  - a. Summary of the consultant's skills and relevant experience in performing similar work
  - b. Demonstrates understanding of the project's purpose and the consultant's role
  - c. Experience and familiarity in collaborating with municipalities either specifically in suburban Cook County or of similar size, demographics, and governance structure
  - d. Methodology & approach: how the consultant proposes to complete the project objectives
  - e. Partners or subcontractors, if any, must be identified and their role clearly specified



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- f. Statement regarding availability of consultant and key personnel to commence services immediately after award of contract and ability to complete services within the period specified.
- g. Number of municipalities consultant is able to conduct affordability analysis in. (Consultant may perform up to 3 analyses as part of this project.)
- h. Proposed budget
  - i. Budget should be broken down by each task and include any additional items that do not fit into the budget of tasks 1-3. For example, if the consultant plans to interview residents as part of their affordability analysis, they may include a line item for stipends to compensate the resident for their time. Please see budget template included in the response packet.
  - ii. Budgets must be all inclusive of labor, expenses, and contingent costs. No costs in excess of proposed budgets that are approved will be reimbursable and will be at the awardees' risk.
  - iii. Consultants will be asked to provide a budget estimate for an average municipality. At the notice of awards, consultants will be matched with municipalities and may adjust the specific approach to each municipality. It's the expectation the scope of work per municipality will be adjusted as appropriate to spend the same allocation of funds within each municipality (ex: if an affordability analysis has already been completed, additional metrics can be added or more time spent on developing program implementation plans).

### Selection Process and Timeline:

Q&A Session: The Q&A Session meeting hosted by Elevate will be held virtually on September 6, 2024 at 12:00 PM. Join via Microsoft Teams by using this link: [Join the meeting now](#) (Meeting ID: 261 710 885 959, Passcode: n3Z3Q7) or call in on your phone at [+1 773-977-7319,,726279824#](#) United States, Chicago. [Find a local number](#), Phone conference ID: 726 279 824#

Attendance is not mandatory but is highly encouraged. Questions can be sent in advance to [CCWaterAffordability@elevatenp.org](mailto:CCWaterAffordability@elevatenp.org).

## Evaluation Process

All properly submitted proposals will be reviewed by an Evaluation Committee. Responses will be evaluated on the thoroughness and relevance of the content provided as well as the consultant’s qualifications and capabilities to carry out the scope of work. Incomplete proposals will not be scored. The Evaluation Committee will contact references to obtain feedback on the consultant’s past projects. See table below for specific evaluation and scoring criteria.

The following criteria will be considered to determine which proposals represent the best value to Elevate and the program.

<b>Experience</b> conducting Affordability Analyses and demonstrated successes.	30 points
<b>Approach</b> and strategy outlined in the proposal shows understanding of the project challenges, and shows a well thought through method to accomplish the program goals, including capacity to perform tasks within the specified timeframe. Proposal meets all goals and tasks included within the scope of work.	30 points
<b>Experience</b> working in suburban Cook County, existing relationships with municipalities in the region, or experience with similar municipalities	20 points
<b>References</b> are positive and relevant to this project.	10 points
<b>Budget-</b> effective and efficient delivery of quality service is demonstrated in relation to the budget allocation. The budget proposed is reasonable and appropriate.	10 points
<b>Total</b>	<b>100 points</b>

## RFP Terms and Conditions

Issuance of this RFP in no way constitutes a commitment by Elevate to award any contract or work. Elevate, in its discretion, reserves all rights available to it in law and at equity including, but not limited to the right to:

- modify, cancel or terminate this RFP at any time;
- reject any or all responses received for this RFP;
- enter further discussions with one or more of the respondents;
- waive any specification or term of this RFP; and
- not award the work to any respondent.



## Appendix A

The contract terms and conditions the chosen consultant(s) will enter into with Elevate Energy begins on the following page. This contract is provided for information only and nothing in this RFP may be construed to be an offer to any third party. In no event will Elevate be obligated in any way unless and until it enters into a definitive contract with the chosen consultant(s). Elevate reserves the right to modify, add or delete any of the terms of the contract.

## PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”) is made and entered into as of [DATE] (the “**Effective Date**”), by and between \_\_\_\_\_ (“**Contractor**”) and Elevate Energy, an Illinois not-for-profit corporation (“**Elevate**”).

### PURPOSE

- A. Contractor is in the business of providing certain professional service including [Add general description of services to be performed; e.g., “performing data analysis].
- B. Elevate wishes to obtain the professional services of Contractor.
- C. Contractor has the knowledge, skill and capability to perform such services for Elevate and desires to do so.

**NOW THEREFORE**, in consideration of the foregoing, the parties, intending to be legally bound, hereby agree to the following:

1. **Services.** Contractor is hereby retained by Elevate, and Contractor agrees to provide the services set forth on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Services**”). Services shall be performed in accordance with the schedule set forth in **Exhibit A**, or, if no schedule is included, any schedule prepared by Elevate and agreed to in writing by Contractor.
2. **Payment.** Elevate agrees to pay Contractor as provided in **Exhibit A** for Services completed in accordance with the terms of this Agreement. The fee shall be payable within thirty (30) days after receipt and approval by Elevate of Contractor’s invoice. Except as otherwise specified in **Exhibit A**, Contractor shall not incur or charge Elevate any other fees or expenses without the prior written authorization of Elevate. Performance beyond the limitations set forth in this Agreement (either financial or time period) shall be at the sole risk and responsibility of Contractor, and Elevate shall not be obligated to pay for Services exceeding the funding or contract period of this Agreement.
3. **Service Requirements.** Contractor shall perform the Services: (i) in accordance with the specifications set forth in this Agreement including any exhibits, schedules or attachments referenced herein and attached hereto; (ii) in accordance with industry standard best practices; (iii) with the degree of care typically exercised by professionals performing such services on a nationwide basis; and (iv) in accordance with all applicable federal, state and local laws including, but not limited to, any privacy and consumer protection laws. Contractor agrees to accurately and truthfully complete and provide to Elevate the “**Contractor Cyber Security Questionnaire**” attached to this Agreement as **Exhibit B**. Additionally, Contractor will provide additional information as reasonably requested by Elevate regarding Contractor’s cyber security and information privacy policies and procedures. Contractor shall furnish competent personnel for fulfillment of its obligations. If Elevate, in its reasonable discretion, deems Contractor personnel unsatisfactory to

perform Services, such personnel shall be removed immediately. Contractor is responsible for providing its own training and tools necessary for the performance of the Services. In the event Elevate does provide any equipment, products or materials to Contractor, which Elevate may do in its sole discretion, such equipment or materials shall: (i) remain the property of Elevate unless otherwise agreed to in writing by Elevate; (ii) be maintained in good order, ordinary wear and tear excepted, by Contractor until returned to Elevate; (iii) be returned to Elevate by Contractor upon request by Elevate or automatically within thirty (30) days of the expiration or termination of this Agreement. Contractor shall be liable for any Elevate-owned equipment, products or materials in Contractor's possession, including any loss, damage or destruction thereof.

#### 4. **Ownership of Work.**

- A. **Work Product.** Any and all reports, documentation, files, media and other materials created or produced by Contractor in connection with the Services rendered hereunder shall be deemed "**Work Product.**"
- B. **Work Made for Hire.** The Work Product shall constitute works-made-for-hire belonging exclusively to Elevate. To the extent that any Work Product does not constitute a work-made-for-hire owned by Elevate, Contractor agrees that all of its rights, title and interest in such Work Product is hereby assigned and transferred to Elevate.
- C. **Modifications to Work Product.** Elevate retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by Elevate.
- D. **Contractor Proprietary Material.** Elevate does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to Contractor ("**Contractor Proprietary Material**"). However, if Contractor incorporates any Contractor Proprietary Material into any Work Product, or any of the Work Product requires Contractor Proprietary Material in order to operate or otherwise be useable by Elevate, Contractor hereby grants Elevate a nonexclusive, royalty free, fully paid, perpetual, irrevocable license to use Contractor Proprietary Material as part of the Work Product.
- E. **Third-Party Proprietary Material.** Elevate does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which is proprietary to any third party ("**Third Party Proprietary Material**"). Elevate shall be responsible for obtaining any necessary licenses for Third Party Proprietary Material. Contractor may not incorporate any Third Party Proprietary Material into the Work Product without the prior written consent of Elevate.

#### 5. **Confidential Information**

- A. "**Confidential Information**" means any information disclosed under this Agreement by either party (in such capacity, each a "**Disclosing Party**" as the case may be) to the other party (in such capacity, each a "**Receiving Party**" as the case may be) in

any form, format or media whatsoever including, without limitation, any observation, data, written material, record, document, drawing, photograph, layout, computer program, software, multimedia, firmware, invention, discovery, improvement, development, tool, machine, apparatus, appliance, design, work of authorship, logo, system, promotional idea, customer list, customer need, practice, pricing information, process, test, concept, formula, method, market information, technique, trade secret, product, program, research, marketing, advertising, business or finances, supply sources, maps, methods, product or program design information, technical information, benchmarks, performance standards, business plans, inventions, patents and copyrighted materials and other confidential and/or proprietary information or material of, or licensed to, the Disclosing Party, its affiliates or related entities. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party that is disclosed to the Receiving Party. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party free of any obligation of confidentiality at the time of disclosure as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained free of any obligation of confidentiality by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

**B. Maintenance of Confidentiality.** Each party covenants that it shall exercise the same degree of care with respect to the other party's Confidential Information as the Receiving Party uses to protect its own Confidential Information, and, in any event, shall exercise no less than a reasonable degree of care. Each party shall retain all right, title and interest in and to its Confidential Information and any and all derivatives thereof. Each party will use the other party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. Nothing in this Agreement is intended to grant any other rights in or to the other party's Confidential Information. Neither party will disclose any Confidential Information to third parties or to the Receiving Party's employees, contractors or agents except as explicitly provided in this Agreement, the Receiving Party may disclose the Disclosing Party's Confidential Information to those of its employees, contractors or agents who are required to have the information in order to perform such party's obligations and exercise its rights under this Agreement, provided however that such employees, contractors or agents are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, such party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

**C. Return of Materials.** Upon expiration or termination of this Agreement, each party will return promptly or, at the other party's request, destroy all documents and other tangible objects containing or representing Confidential Information of the other party, if any, except to the extent that such documents must be retained to satisfy auditing or regulatory requirements. If requested by the Disclosing Party, the Receiving Party will provide the Disclosing Party with written certification of compliance with the foregoing obligations.

6. **Books and Records; Audit.**

A. **Books and Records.** Contractor agrees to keep and maintain under U.S. generally accepted accounting principles full, true and complete records, contracts, books, and documents as are necessary to fully disclose to Elevate or its authorized representatives, upon audits or reviews, sufficient information to determine compliance with this Agreement.

B. **Inspection & Audit.** Contractor agrees that the relevant books, records (written, electronic, computer-related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the Services shall be subject at all reasonable times, to inspection, examination, review, audit, and copying by Elevate or its agents at the office of Contractor upon at least three (3) days' notice by Elevate. All subcontracts shall reflect requirements of this Section.

C. **Period of Retention.** All books, records, reports, and statements relevant to this Agreement must be retained for a minimum of four (4) years from expiration or termination of this Agreement.

7. **Indemnity.** Contractor shall indemnify, defend and hold harmless Elevate, its officers, directors, employees and agents (each an "**Indemnified Party**") from and against any claims, damages, liabilities, losses, costs and expenses, including reasonable attorneys' fees and costs of investigation, that any Indemnified Party may incur, directly or indirectly, arising out of or resulting from: (A) the breach by Contractor, its officers, directors, employees and/or agents of Contractor's obligations under this Agreement; or (B) Contractor's willful misconduct or negligence in connection with this Agreement. If any claim is made that may result in a right to indemnification hereunder, Elevate shall promptly give written notice thereof to Contractor upon becoming aware of any such claim. Contractor shall have the right to defend or settle such claim at its expense, with counsel reasonably acceptable to Elevate, provided that it does so diligently and in good faith. Elevate shall cooperate with Contractor in the defense or settlement of such claim.

8. **Insurance.** Contractor agrees that all insurance requirements are its responsibility. Specific requirements for Contractor's insurance coverage, if any, are set forth on **Exhibit C** hereto. Elevate will not be responsible for any insurance coverage or claim in connection with this Agreement. Contractor's obligation to indemnify any Indemnified Party shall not be limited to the amount of Contractor's insurance coverage.

9. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until the “**Termination Date**” set forth on **Exhibit A**, unless this Agreement is otherwise extended or terminated in accordance with the terms specified herein.

10. **Termination.** Either party may terminate this Agreement upon written notice if the other party has materially breached any provision hereof and has not cured such breach within five (5) days after receiving written notice from the non-breaching party describing such breach in reasonable detail and stating the non-breaching party's intent to terminate this Agreement. Additionally, either party may terminate this Agreement without cause upon thirty (30) days' prior written notice to the other party.

11. **General Provisions.**

A. **Entire Agreement.** This Agreement, including the exhibits, schedules and attachments referenced herein and attached hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Agreement and the terms of any exhibits, attachments or schedules hereto or any purchase order or other documents issued by Contractor in connection herewith, the terms set forth in the body of this Agreement shall prevail.

B. **Survival.** Notwithstanding any expiration or termination of this Agreement, all payment obligations incurred prior to expiration or termination and any provision of this Agreement which, by its nature should survive such expiration or termination, shall survive.

C. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.

D. **Severability.** The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner, and the remainder of this Agreement shall be effective and binding upon the parties.

E. **Remedies.** Pursuit by either party of any remedies described herein, or otherwise available at law or in equity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

- F. **Assignment.** Contractor may not assign this Agreement or any rights or obligations hereunder without the prior written consent of Elevate. Any such assignment shall be null, void and of no effect.
- G. **Governing Law.** This Agreement will be interpreted and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles.
- H. **Independent Contractor Status.** It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of Elevate. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between Elevate and Contractor. Contractor agrees that it is not entitled to any employee benefits of Elevate, and it shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to fees paid to Contractor pursuant to this Agreement. Contractor shall retain the right to perform services for others during the term of this Agreement so long as such services do not interfere with Contractor's ability to perform its obligations under this Agreement. Contractor has no authority to act, enter into any contract or incur any liability on behalf of Elevate.
- I. **Notices.** Any notice must be in writing and must be delivered to the address of the addressee below: (i) in person; (ii) by first-class registered USPS mail posted and fully prepaid; (iii) by courier capable of being tracked; or (iv) via email. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposit in the mail as set forth above, or upon receipt of courier or email confirmation, as applicable. Either party may change its address for notice by notice to the other party given in accordance with this Section.

To Elevate:                      Elevate Energy  
    322 S. Green Street, Suite 300  
    Chicago, IL 60607  
    Attention: \_\_\_\_\_  
    Email Address: \_\_\_\_\_

With a copy of any notice that has or may give rise to a legal claim:

Elevate Energy  
322 S. Green Street, Suite 300  
Chicago, IL 60607  
Attention: General Counsel \_\_\_\_\_  
Email Address: \_\_\_\_\_

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**J. Authority.** Each party represents that it has: (a) the full power and authority to enter into this Agreement and to carry out its obligations hereunder; and (b) taken all action necessary to authorize the execution, delivery and performance of this Agreement. Further, each person signing below warrants that he or she has full power and authority to bind the entity on the behalf of which he or she is signing.

**IN WITNESS WHEREOF**, this Professional Services Agreement has been duly executed by the authorized representatives of the parties hereto as of the date first set forth above.

ELEVATE ENERGY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**

**ADDITIONAL TERMS**

1. Services. The initial Services to be performed by Contractor are as follows:

- 

2. Schedule.

3. Fees; Payment.

4. Termination Date.

Unless terminated in accordance with the terms of this Agreement, this Agreement shall expire as of 11:59:59 p.m. Central Time on **[DATE]**.

5. Deliverables.

<b>Deliverables</b>	<b>Acceptance Criteria</b>

**EXHIBIT B  
CONTRACTOR CYBER SECURITY QUESTIONNAIRE**

<b>Security Management</b>				
<b>Vendor Response</b>			<b>Elevate Evaluation</b>	
#	Question	Response	Follow Up?	Notes
1	Is your organization certified in an industry accepted control standard (e.g. SAS 70, ISO 9000, PCI)? If yes, provide standard(s) and certification date.			
2	Would your organization allow/consider a third-party assessment/attestation of your controls?			
3	Does your organization have processes and procedures for monitoring compliance against your internal security policies and/or external regulatory security requirements (e.g. NERC, SOX, PCI, etc)?			
4	Do you have a written Information Security policy, sponsored and approved by senior management, published and available to all employees?			
5	Is your Information Security policy and program modeled after an industry framework (e.g. ISO, COBIT, NIST, etc)? If so, which?			
6	Do you have a written disaster recovery and business continuity program that is sponsored and approved by senior management?			
7	Do you have a formal and documented Incident Response plan for handling security incidents that addresses incident management responsibilities, evidence preservation, and chain-of-custody procedures? Does the plan include customer notification procedures?			
8	Do you perform periodic vulnerability scanning against your systems (both internal and client-related systems)?			
9	Do you perform periodic penetration tests against your Internet-facing network and systems?			
10	Would your organization support activities by Elevate to conduct intrusion testing against those systems that house or process Elevate data at your site?			

# Network and Data Security

## Vendor Response

### Elevate Evaluation

#	Question	Response	Elevate Evaluation	
			Follow Up	Notes
1	Will your organization process or store Elevate Energy data?			
2	Will your organization operate or host Elevate Energy applications?			
3	Will your organization operate or host an application for use by Elevate Energy?			
4	Will your organization install or service Elevate Energy applications or systems?			
5	Will your organization have access to Elevate Energy employee or customer PII data?			
6	Will your organization transmit files to or from Elevate Energy?			
7	Does your organization utilize a third party for infrastructure (or other) hosting related to delivery of your product or service for this project? If so, please identify all relevant third parties and the type of hosting. If some responses in this questionnaire will be provided by the third party, please include identifying information with those responses.			
8	Will you require access to the Elevate network environment? If yes, will servers be accessed only from your internal networks, or will access also be required over the Internet? Please describe the type of access required, and how access is typically provided.			
9	Do you utilize Endpoint protection software on all employee desktops, laptops, and servers?			
10	Do you leverage Data-Loss Prevention (DLP) or Host-Based Intrusion Detection/Prevention (HIDS/HIPS) solutions?			
11	Do you retain system log files for a specified period of time to assist in access control monitoring and security investigations?			
12	If you answered yes to #4 above: Do you enforce host integrity checks that only allow endpoint devices that have adequate security controls (e.g. antivirus, up-to-date OS patches, etc.) to connect to your network?			
13	Do you have written policies/procedures/guidelines for maintaining and monitoring the security of customer data?			
14	Do you employ encryption technologies or other controls to protect client data while stored on your information systems?			
15	Do you employ encryption controls for client data that contains Personally Identifiable Information (PII)?			
16	Do you perform regular backups of client data?			
17	Do you have policies and procedures for the disposal of customer information, including backups?			

## EXHIBIT C

### CONTRACTOR'S INSURANCE REQUIREMENTS

1. Contractor agrees to furnish and keep in force the insurance specified below for the term of this Agreement and for a period of three (3) years after termination hereof if the policy is on a claims-made basis.
  - A. **Worker's Compensation.** Statutory Worker's Compensation Insurance including the Employer's Liability Coverage as required by the State of Illinois. Such policy shall include an alternate employer's endorsement naming the Additional Insureds (as defined below) as required below.
  - B. **Commercial General Liability Insurance.** Commercial General Liability Insurance on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and in the aggregate, which insurance shall contain coverage for bodily injury, property damage, premises operations, completed operations, contractual liability and contingent liability which shall name the Additional Insureds as required below.
  - C. **Automobile Insurance.** Automobile Liability Insurance with a minimum combined single limit per accident of One Million Dollars (\$1,000,000) which shall name the Additional Insureds as required below. Such policy shall include coverage for hired, owned, and non-owned vehicles.
  - D. **Professional (including Cyber Risk) Liability Policy.** Professional Liability including cyber risk coverage with a minimum limit of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.
2. **Additional Insureds.** The policies described above shall be endorsed to include as Additional Insureds (as further described above): Elevate and its direct and indirect parents and subsidiaries, any of its affiliated entities, successors and assigns and any current or future director, officer, employee, partner, member or agent of any of them.
3. **Insurance Policy Requirements.**
  - A. All policies of insurance shall be issued by insurance companies with a general policy holder's rating of not less than A- and a financial rating of not less than Class VII as rated in the most current "Best's Insurance Reports," and licensed to do business in the State of Illinois and authorized to issue such policy or policies. All policies of insurance must be written as primary policies not contributing with and not in excess of coverage that Elevate may carry. Contractor shall furnish copies

of endorsements evidencing this prior to commencing any Work.

- B.** Contractor shall have the right to insure and maintain the insurance policies required by this Agreement under blanket insurance coverages so long as such blanket insurance policies comply with the amounts of insurance and other requirements hereof.
- C.** All policies of insurance procured by Contractor shall contain endorsements providing that: (i) such insurance may not be materially changed, amended or canceled with respect to Elevate or the additional insureds except after thirty (30) days' prior written notice sent by registered or certified mail; (ii) Contractor shall be solely responsible for the payment of all premiums under such policies and that Elevate shall have no obligation for the payment thereof; (iii) all liability insurance and excess coverage (umbrella) is primary coverage as required above; and (iv) that the Contractor's carrier has endorsed a full and complete waiver of subrogation on each policy waiving all rights of subrogation against Elevate, which waiver applies regardless of any self-insured retention or deductible.
- D.** The original policy or policies, or duly executed certificates for the same, shall be delivered to Elevate upon execution of this Agreement by Contractor, and upon renewals of such policies not less than thirty (30) days prior to the expiration of any such coverage. This Agreement shall not be effective and Contractor shall not perform any Work until the required certificates of insurance are submitted and approved by Elevate.
- E.** The minimum limits of any insurance coverage required to be carried by Contractor shall not limit Contractor's liability under the indemnity provision of this Agreement for any uninsured losses or costs incurred by Elevate.