

SEPTEMBER 3, 2021

ADDENDUM NO. 1
FOR
REQUEST FOR QUALIFICATIONS ("RFQ")
FOR
NATURAL GAS SUPPLY SERVICES
SPECIFICATION NO. 1229555

For which submittals are scheduled to open at 4:00 p.m. CST, on September 13, 2021

RESPONDENTS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE COVER LETTER OF THEIR SUBMITTAL

REVISIONS TO THE DOCUMENTS:

The following changes are hereby made to the RFQ:

- 1) Qualifications / Submittals should be sent via email to the following email address: Judith.mims@cityofchicago.org
- 2) Insurance Requirements. Appendix 2, Pages 85 - 88. Remove current Insurance Requirements and Replace with attached revised Insurance Requirements.

Questions / Answers:

| QUESTIONS / ANSWERS | |
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| Question 1 | Contract start date - Page 3 says April 1, 2022, and page 30 says May 1, 2022. can you confirm the start date of the contract? RESPONSE: <i>The correct start date is April 1, 2022. With its Answers to Questions posed in this RFQ, the City is issuing a new DRAFT TRANSACTION CONFIRMATION that contains that correction (CofC NAESB TC Draft 2021.08.26.pdf attached). Please also note that the Contract Volumes in the DRAFT TRANSACTION CONFIRMATION</i> |
| Question 2 | Will you provide Monthly usage and account information for each of the meters behind Peoples Gas? RESPONSE: <i>Vendors desiring this information should send a request to Judith.Mims@cityofchicago.org along with a Peoples Gas Letter of Authorization CofC PGLC – (Usage Request Form.docx attached) which the City will execute and return to the vendor. The vendor can then receive the signed authorization and the natural gas account list.</i> |
| Question 3 | Will you provide detailed information on storage assigned with the accounts for the city of Chicago (not included in exhibit 3)? RESPONSE: <i>Yes. Send a request to Judith.Mims@cityofchicago.org to receive an Excel file of the City's natural gas accounts and their associated storage assignments. Note: the word "electricity" should be replaced with "natural gas" in Exhibit 3.</i> |
| Question 4 | Exhibit 4 NAESB - What is the city's selection for section 10.2 of the NAESB? RESPONSE: <i>"No Additional Events of Default (default)".</i> |
| Question 5 | In Exhibit 5 - section 1.4, subsection e (page 39)- what percentage of expenditures count for MBE/WME suppliers in a natural gas-specific industry? It mentions 60% for suppliers, but it seems for this specific RFQ, it should be 100% of expenditures count towards the goal as long as they take title (possession or ownership) of the gas since we are all suppliers, and no manufactures are bidding. RESPONSE: <i>Respondents should refer to Exhibit 5, Special Conditions for MWBE, Page 36 which defines 'Supplier' or 'Distributor' and Page 39, SubPart d,e and f which defines the percentages for MWBE if a manufacturer, distributor, supplier, or broker. Vendors also can submit a waiver for either MBE or WBE goals.</i> |
| Question 6 | In following up to question 5, would a WBE/MBE supplier qualify for both "area of specialty" and a "commercially useful function" to apply 100% credit to MBE/WBE goals? RESPONSE: <i>See response to Question No. 5.</i> |
| Question 7 | If we don't currently work with a WBE supplier and cannot get set up in time for bid, would increasing the MBE goal from the current 26% to 32% (to include the 6% WBE) be acceptable for the MBE/WBE utilization plan? RESPONSE: <i>No, the M/WBE goals are two separate and distinct goals. The Schedule D should reflect the goals that the Respondents are committing to achieve. Vendors also can submit a waiver for either MBE or WBE goals.</i> |
| Question 8 | Is the city utilizing MBE/WBE supply for the current natural gas supply contract with constellation? If so what % currently be met? RESPONSE: <i>The City is not utilizing MBE/WBE supply at the current time.</i> |
| Question 9 | Will the City of Chicago consider pricing options that don't conform to the pricing options requested within the published RFP if they prove to be financially beneficial to the City? RESPONSE: <i>No. The pricing options contained on the Pricing Form submitted with the RFP will govern. The Pricing Form must be filled out accurately and completely, without modification.</i> |

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| Question 10 | <p>Will the City of Chicago sign a Non-Disclosure Agreement pertaining ONLY to the receipt of audited financials? Being a privately held company, our audited financials are available for review but cannot become part of public record.</p> <p>RESPONSE: <i>No the City will not sign a non-disclosure Agreement. Respondents are required to submit financials for this requirement but also send a redacted file of all confidential material. Once a contract is awarded, only the redacted version of a Respondents proposal will be available for public viewing, provided, however, the City is subject to the Illinois Freedom of Information Act.</i></p> |
| Question 11 | <p>Will the City of Chicago only consider a supplier that will offer Consolidated Billing where the Peoples Gas delivery charges are also included on the bill with the supply charges? Will the City consider dual billing?</p> <p>RESPONSE: <i>The City requires consolidated billing.</i></p> |
| Question 12 | <p>Will the City of Chicago negotiate the included Special Provisions to the NAESB.</p> <p>RESPONSE: <i>No, this Q&A period is each vendor's opportunity to take exceptions to the Special Provisions for possible consideration by the City.</i></p> |
| Question 13 | <p>If partnering with an MBE / DBE firm to meet the requirements set forth in the RFP, does the MBE / DBE firm need to have a current State of Illinois System Vendor Number of State of Illinois Vendor Registration Number? Do they need to already be registered with the City or State?</p> <p>RESPONSE: <i>Respondents do not need to have a State of Illinois System Vendor number as this a City of Chicago requirement. All MWBE vendors need to have a current City of Chicago or Cook County Certification letter and registered with the State of Illinois at the time of the submittal opening date.</i></p> |
| Question 14 | <p>Does the Illinois Prompt Payment Act apply to the City of Chicago, or does the City of Chicago have their own payment term structure that we'll need to adhere to? If so, what are they?</p> <p>RESPONSE: <i>Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Contract.</i></p> |
| Question 15 | <p>Regarding NAESB Cover section 15.10 the company requests that confidentiality would apply except as it pertains to Freedom of Information Act.</p> <p>RESPONSE: <i>Respondents may redact any version of their submittal but as noted above the City is subject to the Illinois Freedom of Information Act.</i></p> |
| Question 16 | <p>Can the City confirm the total participation for MBE/WBE is 32%? (MBE: 26% + WBE: 6%)</p> <p>a. Would the City find it acceptable if the entire 32% was from an MBE or 32% from a WBE?</p> <p>a. Is the city open to other MBE/WBE percentages, more or less?</p> <p>RESPONSE: a. <i>No, the M/WBE goals are two separate and distinct goals.</i> a. <i>The Schedule D should reflect the goals that the Respondents are committing to achieve. Vendors also can submit a waiver for either MBE or WBE goals.</i></p> |
| Question 17 | <p>Our company is not MWBE certified, but as a large national corporation, we work with large amounts of MWBE contractors in other businesses. Is our companywide subcontracting plan significant enough to fulfill the MWBE requirement for the City</p> <p>RESPONSE: <i>No, each Respondent must identify a MWBE plan unique to these contract requirements. Vendors also can submit a waiver for either MBE or WBE goals.</i></p> |
| Question 18 | <p>Would the city provide samples/examples in how a MWBE company has been used in a natural gas contract?</p> <p>RESPONSE: <i>No, City cannot provide examples of how a M/WBE firm was utilized in a contract. Each vendor must identify its own needs within the Scope of the contract and assess whether another firm can accomplish any of those tasks within the contract requirements.</i></p> |
| Question 19 | <p>Appendix 2. Insurance Requirements and Evidence of Insurance</p> <p>A. Insurance to be provided</p> <p>#3 – Would the City accept a coverage amount of \$1M for Automobile, instead of \$5M, as this is more in line with the work scope.</p> <p>#4 – The Company feels that the \$5M coverage for the General Liability is sufficient to cover the work scope for the Excess Liability as well. Will the City consider removing the Excess Liability? If not, will the City accept \$1M coverage for Excess Liability?</p> <p>#5 – The Company feels that Professional Liability would not be applicable for this opportunity. Would the City consider removing this coverage from the requirements?</p> <p>#8 – The Company as Contractor will cover our own personal property under our own property coverage. We feel that the City should have its own property policy that would respond to the City's property loss or damage. Does the City accept this, and agree to remove this requirement?</p> <p>Appendix 2. Insurance Requirements and Evidence of Insurance</p> <p>B. Additional Requirements</p> <p>b. Evidence of Insurance: It is not the Company's practice to provide copies of policies. We will provide certificates of insurance evidencing the coverage. Please confirm the City accepts this.</p> <p>c. Notice of Material Change, Cancellation or Non-Renewal: The Company will agree to provide the normal insurance industry practice of 30 days' notice of cancellation, and 10 days' notice of cancellation for non-payment of premium. Please confirm the City accepts this.</p> <p>d. Insurance and Limits Maintained: The Company agrees to provide limits as set forth in the City's insurance requirements. Any higher limits will need to be requested and reviewed case by case. Please confirm the City accepts this.</p> <p>e. Insurance required of Subcontractors: It is not the Company's practice to provide copies of policies. Please confirm the City accepts this.</p> <p>RESPONSE: #3 – <i>No, the City will only accept auto liability at \$5,000,000.</i> #4 – <i>The City will not remove the Excess Liability requirement and will not reduce it to \$1M.</i> #5 – <i>The City will not remove the Professional Liability requirement.</i> #8 – <i>The City will not revise or remove the property insurance requirement as stated in Appendix 2.</i></p> |

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| | <p>Appendix 2. Insurance Requirements and Evidence of Insurance B. Additional Requirements <i>c. The City will accept certificates of insurance as evidence of insurance. (See Addendum No. 1, Revision No. 2. Revised Insurance Requirement – Evidence of Insurance)</i> <i>a. The City accepts 30 days' notice of cancellation and 10 days' notice of cancellation for non-payment of premium. (Addendum No. 1, Revision No. 2. Revised Insurance Requirement – Notice of Material Change, Cancellation or Non-Renewal)</i> <i>b. The City will not limit your liability or responsibility to provide the required insurance coverage. (Addendum No. 1, Revision No. 2. Revised Insurance Requirement – Failure to Maintain Insurance)</i> <i>c. The Subcontractor's Certificate of Insurance will be accepted. See Addendum No. 1, Revision No. 2. Revised Insurance Requirement- Insurance required of Subcontractors.</i></p> |
| Question 20 | <p>On the NAESB cover, section 7.2 references the payment date as the 25th Day of the month. This contradicts the City's special provisions. Would the City of Chicago consider a 3rd option that states "refer to special provisions?" RESPONSE: <i>The second paragraph of the City Special Provisions states that "The Special Provisions contained herein take precedence over any general terms and conditions contained in the Base Contract". The NAESB cover, section 7.2 only provides limited options, but the City Special Provisions section 7.2 will govern the Contract.</i></p> |
| Question 21 | <p>On the NAESB cover section 10.2, there is no selection for additional events of default. Would the city of Chicago select the following transactional cross default Specified transactions: "Any forward contract, swap agreement, or commodities contract, in each case as defined in the US Bankruptcy Code, between the parties, or Affiliates of each party." RESPONSE: <i>See response to Question No. 4.</i></p> |
| Question 22 | <p>On exhibit 4, City's special provisions, would the City add the following language, Change in Law language: "If Seller concludes that a change in any Law(s) increases Seller's costs, the Contract Price may be adjusted by Seller to reflect such costs "Law(s)" mean all tariffs, laws, orders, rules, taxes, regulations and Transporter changes to Buyer's monthly capacity and/or transmission obligations." RESPONSE: <i>The City will not add additional language to the Contract beyond what is already contained in the NAESB and associated Special Provisions and will not pay for any changes beyond those changes permitted by the Contract.</i></p> |
| Question 23 | <p>Regarding Addendum 1, section 9; right to offset; Would the city confirm that this section is not applicable to the services of Natural Gas. RESPONSE: <i>This is a required term for any City contract.</i></p> |
| Question 24 | <p>Please confirm delivery of the RFQ response via email delivery is the preferred method vs. hard copies? RESPONSE: <i>Email delivery of respondent's responses should be sent to Judith.mims@cityofchicago.org</i></p> |
| Question 25 | <p>Are you able to provide an editable document of the NAESB agreement and Special Provisions for our legal review? RESPONSE: <i>See response to Question No. 12.</i></p> |
| Question 26 | <p>On page 2 of the NAESB under Section 10.2, there is no marked option. Can you please advise what options the City of Chicago prefers in this section of the agreement? RESPONSE: <i>See response to Question No. 4</i></p> |
| Question 27 | <p>Audited financials or 10-k forms for the past 3 years may be too large to send via email with the other RFQ information. We want to confirm a link to these documents does not meet the requirement and ask for any other suggestions on how to deliver this information to the City of Chicago? Our organization is publicly traded with all audited financials available on our website. RESPONSE: <i>A link would be acceptable to access financial documents from respondents.</i></p> |
| Question 28 | <p>Exh.5, Section 1.7(b) states that "Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor." In the event the City's payment to the Contractor is delayed, will the monthly audit notifications still be issued? If so, will the Contractor's deadline to report payments to the subcontractor on or before the fifteenth (15th) day of each month be extended? RESPONSE: <i>No, the 15th date holds in all occasions.</i></p> |
| Question 29 | <p>Addendum 1, Section 21 (1.1.3) - Please confirm if the quarterly summary utilization report is in addition to the monthly reporting required in Exh.5, Section 1.7(b). If so, does the CPO have a template of what form is considered acceptable? RESPONSE: <i>There is no M/WBE reporting template. Please note that all City vendors must supply an annual report regardless of M/WBE participation.</i></p> |
| Question 30 | <p>Addendum 1, Section 21 (1.2.3) – Please confirm if the CPO considers this requirement not applicable or that an exception will be made to the annual report, if a request for reduction or wavier will be granted (per Exh.5, Section 1.5) RESPONSE: <i>See response to Question No. 29.</i></p> |

Any and all addenda must be acknowledged by the vendor in their Cover Letter by Addendum number. Failure on behalf of the vendor may be cause for rejection of submittal.

ALL REVISIONS INSCRIBED HEREIN WILL BE INCORPORATED INTO THE SPECIFICATION PER ADDENDUM NO. 2
END OF ADDENDUM NO. 1

CITY OF CHICAGO
DEPARTMENT OF ASSETS, INFORMATION & SERVICES

DAVID J. REYNOLDS
COMMISSIONER

APPENDIX 2 - INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following completion if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence or for the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services or operations to be performed, the Contractor must maintain Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence, or for the full per occurrence limits of the policy, whichever is greater for bodily injury and property damage. Coverage must include but not be limited to the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work, both on and off the City sites including loading and unloading.

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$50,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General

Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) Professional Liability

When any professional consultants perform work, services, or operations in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000. Coverage must include but not be limited to, pollution liability if environment site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

5) Contractors Pollution Liability

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$5,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

6) Railroad Protective Liability (when applicable)

When any work, services, or operations is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof. An insurance binder will be accepted until such time the policy is submitted.

7) Property

Contractor is responsible for all loss or damage to City property at full replacement cost. Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented or used by Contractor.

B. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Contract, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. Contractor must submit evidence of insurance prior to Contract award. The receipt of any certificate does not constitute Contract by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Contract. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Contract provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Contractor for liabilities which may arise from or relate to the Contract. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Contract. Nonfulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to suspend this Contract until proper evidence of insurance is provided, or the Contract may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for thirty (30) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Contract. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Contract shall be endorsed to state that Contractor insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Contract.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Contractor any limitation placed on the indemnity in this Contract given as a matter of law.

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) **under Contractor's insurance or Contractor will** require each Subcontractor(s) to provide and maintain **Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance** and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an additional insured endorsement form acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not **limit Contractor's liability or responsibility.**

City's Right to Modify. Notwithstanding any provisions in the Contract to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

TRANSACTION CONFIRMATION **DRAFT**
FOR IMMEDIATE DELIVERY

EXHIBIT A

| | |
|--|--------------------|
| | Date: _____, _____ |
|--|--------------------|

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated _____ and subject to the terms of Buyer's RFP _____ Request for Proposals ("the RFP") and the Best and Final (BAFO) Proposal dated _____ submitted by Seller pursuant to the RFP ("Price Proposal") which is attached hereto. The terms of this Transaction Confirmation are binding.

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| <p>SELLER:</p> <p>_____</p> <p>_____</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p> <p>Instant Message (IM) and Carrier: _____</p> <p>Base Contract No. _____</p> <p>Transporter: _____</p> <p>Transporter Contract Number: _____</p> | <p>BUYER:</p> <p>_____</p> <p>_____</p> <p>Attn: _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p> <p>Instant Message (IM) and Carrier: _____</p> <p>Base Contract No. _____</p> <p>Transporter: _____</p> <p>Transporter Contract Number: _____</p> |
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Contract Price: \$ _____/MMBtu for the Fixed Basis Product ___ or Fixed Price Product __, Option A ___ or Option B ___ or Option C ___ as described in the Price Proposal. **(The City will remove the options that are not selected prior to execution).**

Delivery Period: Begin: April 1, 2022 End: March 30, 20__

Performance Obligation and Contract Quantity: Firm, Full Requirements as described in the RFP.

Contract Volumes: (CofC to remove last 12 mo if CofC selects 24 mo term)

| | PG MMBtu | | PG MMBtu | | PG MMBtu |
|--------|-------------|--------|-------------|--------|-------------|
| Apr-22 | 293,796 | Apr-23 | 293,796 | Apr-24 | 293,796 |
| May-22 | 232,600 | May-23 | 232,600 | May-24 | 232,600 |
| Jun-22 | 172,055 | Jun-23 | 172,055 | Jun-24 | 172,055 |
| Jul-22 | 164,099 | Jul-23 | 164,099 | Jul-24 | 164,099 |
| Aug-22 | 164,499 | Aug-23 | 164,499 | Aug-24 | 164,499 |
| Sep-22 | 177,963 | Sep-23 | 177,963 | Sep-24 | 177,963 |
| Oct-22 | 280,193 | Oct-23 | 280,193 | Oct-24 | 280,193 |
| Nov-22 | 377,687 | Nov-23 | 377,687 | Nov-24 | 377,687 |
| Dec-22 | 429,262 | Dec-23 | 429,262 | Dec-24 | 429,262 |

| | | | | | |
|--------|---------|--------|---------|--------|---------|
| Jan-23 | 482,308 | Jan-24 | 482,308 | Jan-25 | 482,308 |
| Feb-23 | 455,151 | Feb-24 | 455,151 | Feb-25 | 455,151 |
| Mar-23 | 373,602 | Mar-24 | 373,602 | Mar-25 | 373,602 |

Delivery Point(s): Supplier's Pool behind Peoples Gas (PG) Citygate

Special Conditions:

Fixed Basis Product. Provide the Price Adder to the Monthly NYMEX Final Settlement Price for all accounts behind Peoples' Gas. The Price Adder should be inclusive of transportation/basis, supplier margin, fuel, balancing, and discount for storage.

OR

Fixed Price Product – All-In Commodity and Basis. Provide one fixed price for the accounts behind Peoples' Gas. The price should be inclusive of commodity, transportation/basis, supplier margin, fuel, balancing, and discount for storage.

(CofC will remove the paragraph above that is not selected prior to execution).

For Option A and B under both the Fixed Basis Product and the Fixed Price Product, gas volumes consumed in excess of the monthly contract volume plus the swing percentage will be priced at the Gas Daily Daily Average (GDDA) Chicago Citygate price plus \$0.____ ("Incremental Price") and when gas volumes consumed are less than the monthly contract volume minus the swing percentage, the difference will be priced at the Gas Daily Daily Average (GDDA) Chicago Citygate price minus \$0.____ ("Cashout Price").

OR

For Option A and B under both the Fixed Basis Product and the Fixed Price Product, gas volumes consumed in excess of the monthly contract volume plus the swing percentage will be priced at the NGI Chicago Citygate Fixed+Basis average price for the month following delivery plus \$0.____ ("Incremental Price") and when gas volumes consumed are less than the monthly contract volume minus the swing percentage, the difference will be priced at the NGI Chicago Citygate Fixed+Basis average price for the month following delivery minus \$0.____ ("Cashout Price").

(The City will remove the paragraph above that is not selected prior to execution).

Allocation: Seller will allocate the Contract Quantity listed herein among the Buyer's separate facilities or meters.

Buyer agrees to maintain the same Days of Backup listed in Appendix C of the RFP through the Delivery Period.

Supplier will not pass through any balancing charges or OFO/critical day penalties from Peoples Gas.

Seller: _____
 By: _____
 Title: _____
 Date: _____

Buyer: _____
 By: _____
 Title: _____
 Date: _____

REQUEST FOR 24 MONTH HISTORY FORM

City of Chicago - AIS (Principal - Name on Utility Bill),
the customer of record for the below listed account(s) with the Peoples Gas Light and
Coke Company/North Shore Gas Company (Company) hereby appoints and authorizes
_____ (Agent), having a business address of:
_____ as Principal's duly authorized agent to
request and receive from Company available information regarding consumption history
and account meter number.

| ** UTILITY NATURAL GAS ACCOUNT NUMBERS (15 Digits) | ** SERVICE ADDRESS ON THE UTILITY INVOICE |
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See attached page for additional account numbers and addresses

CUSTOMER INFO

Company Name: City of Chicago - AIS

Printed Name: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email: _____

Signature: _____

Date: _____

REQUESTING MARKETER INFO:

Name: _____

Company: _____

Phone: _____

Fax: _____