

ADOPTION, RATIFICATION AND AMENDMENT

Constellation NewEnergy, Inc. (as successor in interest to Constellation Energy Services, Inc., formerly Integrys Energy Services, Inc.) ("**Vendor**") and the **Chicago Housing Authority ("CHA")** enter into this Adoption, Ratification and Amendment ("A&R Amendment") as of the later date set forth under the Parties' signatures below (the "Effective Date"). Vendor and CHA are sometimes hereinafter referred to individually as "Party" and collectively as "Parties".

WHEREAS, on or about December 14, 2014, the State of Illinois acting through its Department of Central Management Services (hereinafter the "State of Illinois" or "Illinois CMS"), pursuant to an open and competitive solicitation (Request for Proposal 22034438 - Statewide Electricity Services) awarded to and executed with Constellation that certain State of Illinois Contract for supply and delivery of electricity (Contract No. CMS 5882960), the "Master Agreement" as originally executed and thereafter amended or supplemented by Illinois CMS and Vendor (incorporated herein by reference as Attachment 1), which permits governmental agencies and entities to procure, order and purchase electricity supplies and integrally related services in accordance with terms and conditions set forth in the Master Agreement;

WHEREAS, Section 1.3.3 of the Master Agreement permits the inclusion of "all State facilities in the Ameren and ComEd territories where customer transportation of electricity offers an economic benefit over local standard tariff rates" under the Master Agreement;

WHEREAS, the CHA, in reliance upon the local government agency participation rights available and in effect under the Master Agreement, sought authorization and approval from the Illinois CMS to participate in the Master Agreement, which was assented to by the Illinois CMS in its communication dated April 20th, 2018, and incorporated herein by reference as Attachment 2;

WHEREAS, the Parties desire for CHA to purchase electricity from Vendor under the Master Agreement, but with certain amended terms that vary from those in the Master Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The Parties agree to adopt and ratify all of the terms and conditions of the Master Agreement attached hereto as Attachment 1 (which adopted and ratified document between the Parties shall be referred to herein as the "Agreement"), except as modified in this A&R Amendment. The Parties expressly do not adopt and ratify any terms of any pricing Confirmation(s) specifically between the State of Illinois and Vendor.
2. For clarity, the Parties do not intend to amend the Master Agreement or otherwise alter the contractual relationship between Constellation NewEnergy, Inc. and the State of Illinois, but rather only intend to memorialize the contractual relationship between the Chicago Housing Authority and Constellation NewEnergy, Inc.
3. As required under the Master Agreement, this A&R Amendment shall have no effect (adverse or otherwise) upon the validity, duration or operation of the Master Agreement. Furthermore, to fully effectuate the independent performance, operation and administration of this Agreement as a wholly separate agreement from the Master Agreement, this Agreement shall be construed by the CHA and the Vendor, and by any court, tribunal or other entity charged with enforcement

or interpretation of this Agreement harmoniously with the Master Agreement to the fullest extent practicable and with the stated intention of CHA and the Vendor that the each shall be construed to be consistent and harmonious with the other, and no specific conflict shall be implied or construed.

All rights and duties generally applicable to or reserved to Illinois CMS under the Master Agreement shall likewise be vested in the CHA for purposes of this Contract. Furthermore, all rights and duties generally applicable to or reserved to the Vendor under the Master Agreement shall likewise be vested in the Vendor for purposes of this A&R Amendment. Additionally, any material clause or provision set forth in the Master Agreement which has an analogous or equivalent term or provision under law or regulation that would apply to the parties to this A&R Amendment, the equivalent law or provision shall be given full reasonable effect, without intending any material conflict or contradiction with the equivalent or comparable term, condition, law or regulation referenced in the Master Agreement.

4. Throughout the Agreement, all instances of the words "State of Illinois", "Central Management Services", "the State", "State Purchasing Officer", or "Chief Procurement Officer" are hereby replaced with "the Chicago Housing Authority".
5. Throughout the Agreement, any references to "Integrus Energy Services, Inc." are hereby replaced with "Constellation NewEnergy, Inc."
6. On the pages 1 and 2 of the Agreement, the words "State of Illinois Contract Central Management Services Statewide Electricity Services CMS5882960" are hereby deleted and replaced with "Contract for Electricity between Constellation NewEnergy, Inc. ("Vendor") and the Chicago Housing Authority."
7. On page 2 of the Agreement, the contact information for Vendor and CHA are hereby identified as follows:

Constellation NewEnergy, Inc. Attn: Account Management Civic Opera Building 20 N Wacker Drive Suite 2100 Chicago, IL 60606	Chicago Housing Authority Attn: Leanna McKeon 60 E Van Buren St 13 th Floor Chicago, IL 60605
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8. Page 3 of the Agreement labeled "Agency/University Use Only – Not a Part of Contractual Provisions" is hereby deleted.
9. Section 1.2 of the Agreement is hereby deleted.
10. Section 1.5.1 of the Agreement is hereby deleted and replaced with "Will subcontractors be utilized? If expressly agreed upon in a Transaction Confirmation (which shall have the same meaning as Pricing Confirmation in the Agreement (each a "Confirmation") to the Agreement, at which time information regarding the subcontractors will be provided by Vendor to CHA".

11. In Section 4.1.6.2 the contact information for sending invoices to CHA shall be as identified on the Transaction Confirmation.
12. In Section 4.19 of the Agreement, the Notices Addresses for Vendor and CHA are hereby identified as follows:

Constellation NewEnergy , Inc. Attn: Account Management Civic Opera Building 20 N Wacker Drive Suite 2100 Chicago, IL 60606	Chicago Housing Authority 60 East Van Buren Chicago, IL 60605 Attn: Director of Procurement Chicago Housing Authority 60 East Van Buren Chicago, IL 60605 Attn: Leanna McKeon With a copy to: Office of General Counsel Chicago Housing Authority 60 E. Van Buren, 12 th Floor Chicago, IL 60605 Attn: Chief Executive Officer Chicago Housing Authority 60 E. Van Buren, 12 th Floor Chicago, IL 60605 Attn: Chief Legal Officer
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13. There shall be no electricity service pursuant to the Agreement except as pursuant to the terms of a Confirmation between the Parties.
14. CHA represents and warrants CHA has satisfied all applicable bidding and procurement laws in entering into this A&R Agreement and any Confirmation to the Agreement.
15. Vendor and the CHA agree that Vendor's insurance obligations under the Master Agreement shall apply to this Agreement, and that the CHA shall be named as an "additional insured" to that same extent that the State of Illinois is so designated in the Master Agreement.
16. By signing below, each individual additionally warrants that he or she is authorized to sign this A&R Amendment on behalf of the Party for which it was executed.
17. This A&R Amendment may be executed and delivered in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. By way of clarification however, this A&R Amendment will not be effective unless both Parties have executed a counterpart.
18. The Initial Term of this A&R Amendment is for the period commencing from the Effective Date set forth above through the last meter read date occurring on or before December 31, 2019. Additionally, the parties shall have the right to jointly renew or extend the A&R Amendment in writing, provided

that the State of Illinois and Vendor have formally exercised a renewal or extension of the Master Agreement in writing and in accordance with its terms, and A&R Agreement renewal shall be upon the same prevailing terms and conditions as were in effect as of the expiration of the prior term with the exception of the product and pricing as described on an executed Transaction Confirmation(s) between the Parties.

19. In consideration of the Vendor's performance and provision of the electricity supplies and services herein, the CHA shall pay the Vendor compensation in the total not-to-exceed amount of Four Million Five Hundred Seventy Eight Thousand Thirty Five and 00/100 Dollars (\$4,578,035.00) (hereinafter the "Total Compensation"). Pricing for electricity supplies and services is as described in any executed Transaction Confirmation(s) between the Parties. In the event it is determined by the CHA that there may be insufficient funds remaining in the Total Compensation to complete or satisfy the compensation for electricity supplies and services to be provided under the A&R Amendment and any Transaction Confirmations entered into hereunder, then CHA shall within thirty (30) days of such review begin processing and amendment hereto. Notwithstanding the foregoing, the CHA understands and agrees that it is liable for any and all compensation due to Vendor for electricity supply or services provided by Vendor to the CHA.

Constellation NewEnergy, Inc.	Chicago Housing Authority
By: <u>Amanda Stewart</u>	By: <u>Dionna Brookens</u>
Name: <u>Amanda Stewart</u>	Name: <u>Dionna Brookens</u>
Title: <u>Executive Director op</u>	Title: <u>Chief Procurement Officer (CPO)</u>
Date: <u>12/27/18</u>	Date: <u>1/18/19</u>

SUB ARC
12/27/18

Approved as to Form and Legality
Chicago Housing Authority
Office of General Counsel
[Signature]
By: James L. Bepley
Title: Chief Legal Officer

Attachment 1

Contract for Purchase of Statewide Electricity Services No. CMS5882960

STATE OF ILLINOIS

CONTRACT

Central Management Services

Statewide Electricity Services

CMS5882960

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☐ Yes (IPG Certifications and Disclosures including FORMS B)

☒ No

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. SUPPLEMENTAL PROVISIONS
6. STANDARD CERTIFICATIONS
7. FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST
8. CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "FORMS B" (IF APPLICABLE)

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS

CONTRACT

Central Management Services

Statewide Electricity Services

CMS5882960

VENDOR

Vendor Name: Integrys Energy Services, Inc.	Address: 1716 Lawrence Drive, De Pere, WI 54115
Signature: <i>Mark P. Huston</i>	Phone: 410-470-2846
Printed Name: Mark P. Huston	Fax: 410-470-3691
Title: President	Email: mark.huston@constellation.com
Date: 12-10-2014	

STATE OF ILLINOIS

Procuring Agency or University: Central Management Services	Phone: 312-814-5451
Street Address: 100 W. Randolph St., 4-100	Fax: 312-814-3092
City, State ZIP: Chicago, IL 60601	
Official Signature: <i>Simone McNeil</i>	Date: <i>12-18-2014</i>
Printed Name: Simone McNeil	
Official's Title: Acting Director	
Legal Signature:	Date:
Legal Printed Name:	
Legal's Title:	
Fiscal Signature:	Date:
Fiscal's Printed Name:	
Fiscal's Title:	

AGENCY/UNIVERSITY USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS	
Agency or University Reference # 15-88296		Project Title Statewide Electricity Services	
Contract # CMS5882960		Procurement Method (IFB, RFP, Small, etc): RFP	
IPB Ref. # 22034438		IPB Publication Date: 9/25/2014	Award Code:
Subcontractor Utilization? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Subcontractor Disclosure? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Funding Source		Obligation #	
Small Business Set-Aside? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Minority Owned Business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percentage 15%			
Female-Owned Business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Percentage 5%			
Persons With Disabilities Owned Business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Percentage			
Other Preferences?			

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1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED:

- 1.1.1 **ELECTRICITY SUPPLIES:** Vendor will supply the firm power requirements to each of the accounts for which it is ultimately contracted to serve. Combined, approximately 2,213 accounts are involved in this solicitation in the ComEd region and Ameren control areas.

With respect to the addition or deletion of State accounts, Vendor would permit the State's addition or deletion of State Agency accounts as follows: Any additions shall be at the index price. If the added accounts desire to establish a fixed price, such fixed pricing shall be established on an account by account basis at the time the fixed price is established. To the extent accounts are served at index, the State may freely drop accounts. However, if fixed pricing has been established Early Termination Damages shall apply to any such deletions, as calculated pursuant to Section 3.3 as if State was the defaulting Party

- 1.1.2 **TRANSMISSION SERVICES:** The Vendor will be responsible for acquiring and paying all necessary transmission services to the Point(s) of Delivery including all electricity commodity costs, RTO charges, Congestion Charges, Distribution and Transmission Losses, and Capacity Charges. The Vendor will be responsible for monitoring and negotiating interstate transmission discounts.

- 1.1.3 **BILLING SERVICES:** Invoices from the local electric utility for distribution services will be issued by the local electric utility to State facilities. The Vendor will be responsible for providing electricity billing information to the State's designated auditing services agent in a timely and accurate basis no later than seven (7) days after receiving the distribution bill from the local electric utility. The auditing services agent will review and confirm or provide comment back to the supplier regarding suspected accuracy issues found upon review. Once agreement has been reached on the accuracy of the original (or revised) billing detail, the vendor will issue invoices for electricity commodities and related services to the client Agencies (either issuing invoices at the site, regional or agency level. The required format of the electricity consumption and cost data supplied to the auditing services agent by the Vendor will be Microsoft Excel.

The Vendor shall be responsible for examining and assuring the accuracy of each local electric utility's monthly invoice(s) for the deliveries of electricity. In determining accuracy, the Vendor shall reconcile the volumes of electricity delivered by each Local Electric Utility with the Vendor's records regarding the volumes of electricity sold under the contract and shall determine and resolve any discrepancies which may exist as soon as is practicable.

In the event the actual billing quantity of electricity delivered to the facilities during the preceding month is not available by the contractual billing date, an estimated billing quantity shall be used which is based upon the estimated quantity of electricity delivered to the facility. Such estimates will then be corrected, if necessary, on the next succeeding billing quantity data delivery, or as soon thereafter as the actual quantity becomes available.

- 1.1.3 **DATA SERVICES:** The Vendor, with the assistance of the auditing services agent, will be responsible for maintaining historical account information for the accounts enrolled in the contract.

1.1.4 **RATE ANALYSIS SERVICES:** The Vendor, with the assistance of the University of Illinois' Energy Resource Center, will be required to perform rate analyses for prospective User Agencies or existing accounts to identify the benefits of the bulk electricity purchasing program.

1.2 **MILESTONES AND DELIVERABLES:** The State requires that a portion of the power and energy purchased through this contract come from environmentally responsible sources. This requirement is at all times over and above the Renewable Power Supplies mandated by tariff pursuant to the Illinois Power Agency act.

Vendor should base their renewable energy plans on potential scenarios as follows:

- Fifty percent (50%) of total electricity purchased for facility accounts through direct purchase of Illinois-produced wind-generated power;
- Fifty percent (50%) of total electricity purchased for facility accounts through purchase of Renewable Energy Credits tied to Illinois-produced wind-generated power;
- Fifty percent (50%) of total electricity purchased for facility accounts through purchase of Renewable Energy Credits tied to a blend of accredited in-State and nationwide sources, with a minimum of 25% coming from Illinois-based wind-generated sources;
- Seventy five percent (75%) of total electricity purchased for facility accounts through accredited renewable energy sources, including a minimum of 25% coming from Illinois-based wind-generated sources.
- One hundred percent (100%) of total electricity purchased for facility accounts (less the percentage required to comply with State of Illinois Renewable Power Supply (RPS) mandatory levels) through accredited renewable energy sources, including a minimum of 25% coming from Illinois-based wind generated sources.
- One hundred percent (100%) of total electricity purchased for facility accounts (less the percentage required to comply with State of Illinois Renewable Power Supply (RPS) mandatory levels) through accredited renewable energy sources, including a minimum of 50% coming from Illinois-based wind generated sources.

The State of Illinois strongly prefers the purchase of renewable energy supplies generated within its borders. However, the State will consider renewable energy strategies including either the direct generation of power via renewable supply assets or indirect generation documented by certified "green" power credits. The primary accepted national standard is the Green-e Renewable Electricity Certification Program promulgated by the Center for Resource Solutions. Any independent certification using the Green-e standards may be considered acceptable by the State. The Environmental Resources Trust may also be an acceptable source of accreditation.

1.2. **VENDOR / STAFF SPECIFICATIONS:** Vendor must assign and maintain a staff of competent personnel who are fully equipped, available as needed, and qualified to perform the services required by this Agreement. Vendor must designate a contact person who shall have primary responsibility for Vendor's responsibilities to the State of Illinois.

1.3. **TRANSPORTATION AND DELIVERY:**

1.3.1 **QUALITY AND MEASUREMENT:** In addition to the provisions of Section 4.10 and 4.24 of this contract, Vendor must warrant that the electricity sold and delivered to the State shall be of the specifications required by the RTO and Local Electric Utility. Vendor shall indemnify the State of Illinois (including its agencies, officers, employees, agents and volunteers) and hold it harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of Vendor's breach of said warranty.

All measurement standards shall be in accordance with those of the RTO and Local Electric Utility. Either party may challenge the accuracy of any meter or measuring equipment used to measure Vendor's electricity deliveries under this Contract. All testing of, and corrections to, such meters and measuring equipment shall be conducted in accordance with the applicable standards.

1.3.2 **TITLE:** Vendor warrants to Buyer that Vendor has good marketable title to all electricity sold hereunder and that said electricity is free from all liens and adverse claims. Title to and risk of loss for the electricity sold hereunder shall pass to Buyer upon delivery at such Point(s) of Delivery.

1.3.3 **EXPANSION OF PROGRAM:** The State intends to include all State facilities in the Ameren and ComEd service territories where customer transportation of electricity offers an economic benefit over local standard tariff rates. The State also intends to expand the Program to include all State facilities in areas served by other investor-owned utility control areas (e.g. Mid-American Energy) to the extent that such expansion becomes viable from an economic and regulatory perspective. The State acknowledges that Vendor does not currently serve in Mid-American territory. The Vendor's addition of any accounts served by other investor-owned utility control areas shall be by mutual agreement of Vendor and the State.

Participation in this Master Contract by an agency or department will depend on its current contractual arrangement to obtain service. Agencies and departments that will become eligible to participate in the contract during its term will be included by executing a State of Illinois Basic Ordering Agreement. The State of Illinois Basic Ordering Agreement shall be in addition to any Pricing Confirmation that may be required of such agency or department with Vendor establishing any fixed price, if applicable.

1.4. OTHER SPECIFICATIONS

1.4.1 **ADDITIONAL PROGRAMS:** In addition to the provision of standard supply transmission and support services, the State of Illinois anticipates that the selected supplier will offer the opportunity to participate in any programs offered by the regulated utilities and/or Regional Transmission Operators (RTOs) to incentivize load curtailment in response to critical load conditions. Such participation shall be approved by CMS as the program management agency, in consultation with user agencies operating the various facilities which will be impacted. Disbursement of incentive rebates achieved through such efforts shall take the form of credits against future billing activity on those accounts specifically identified as program participants unless otherwise instructed.

1.5. SUBCONTRACTING

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has a total value of \$50,000 or more 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 to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? ☒ Yes ☐ No

- Subcontractor Name: RLD Resources, LLC.

Amount to be paid: Fifteen percent (15%) of the volume of the energy component.

Address: 333 N. Michigan Ave., Suite 1810 Chicago, IL 60601

Description of work: Supply a percentage of the energy component for the electricity services.

- Subcontractor Name: Beacom Energy, Inc.

Amount to be paid: Five percent (5%) of the volume of the energy component.

Address: 4320 Winfield Road, Suite 200 Warrenville, IL 60555

Description of work: Supply a percentage of the energy component for the electricity services.

All subcontracts must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor. If you are using a subcontractor(s) and are awarded a contract, you must provide to the State the Financial Disclosures and Conflicts of Interest for each subcontractor.

1.5.2. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, 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. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.6. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: See Exhibit A.

Value of services performed at this location: N/A

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format:

2.1.2.1 **Maximum Compensation for Supplies and/or Services:** CMS intends to convert some or all of its energy requirement, in blocks, to firm fixed price CMS reserves the option, however, to procure some or all energy to be delivered under the contract at Day-ahead Locational Marginal Prices (LMP). CMS may exercise this conversion option at its discretion, including during the period prior to the first deliveries of energy under the contract. For avoidance of doubt, the option to procure some or all energy to be delivered under the contract at Day-ahead Locational Marginal Prices, (LMP) shall not apply to volumes for which CMS previously converted to a firm fixed price, during the term for which such firm, fixed prices are applicable.

Vendor Margin on Electricity. The fixed unit fees (\$/kWh consumed) to be charged by the vendor above and beyond direct costs associated with the energy commodity and transmission.

Transmission Costs: Transmission costs include: (a) RTP Charges, (b) Congestion Charges, (c) Distribution and Transmission Losses, and (d) Capacity Charges.

Vendor Adder: The amount charged by Vendor (\$/kWh consumed) for its direct costs, exclusive of Transmission Costs, and the energy commodity component, which include, but are not limited to ancillaries, RPS, charges related to renewable energy services, W/MBE supply, capital costs, options, and fees paid to third parties.

2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is estimated.

2.3 **MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal change order. The maximum amount will be entered by the State prior to execution of the contract.

2.4 **EXPENSES ALLOWED:** Expenses are not allowed as follows: N/A.

2.5 **DISCOUNT:** The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

2.6 **VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.6.1 Vendor Margin for the Initial Term:

Statewide (Ameren and ComEd Territories) Pricing Options	Price per kWh Consumed (\$_____/kWh Consumed)
Statewide— All Accounts. All accounts located in the Ameren and ComEd service territories	
Vendor margin price for electricity delivered to all accounts located in the Ameren and ComEd service territories	\$0.0015/KWh

2.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. The Parties agree that the immediately preceding sentence means that the billing methodology established in this Agreement shall apply to any renewal periods (Vendor Margin established herein plus full pass through as described herein) unless a Pricing Confirmation establishes a particular rate. Any prior Pricing Confirmation shall not extend for the renewal period unless so indicated on the Pricing Confirmation.

2.6.2.1 Agency/University Formula for Determining Renewal Compensation: N/A.

2.6.2.2 Vendor's Price for Renewal(s): As mutually agreed upon by the Parties.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of January 1, 2015 to December 31, 2019. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL:

3.2.1. Any renewal is subject to the same terms and conditions as the original contract unless otherwise provided in the pricing section. The State may renew this contract for any or all of the option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may neither renew automatically nor renew solely at the Vendor's option.

3.2.2. Pricing for the renewal term(s), or the formula for determining price, is shown in the pricing section of this contract.

3.2.3. The State reserves the right to renew for a total of one term for 3 years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

3.3 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.

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 the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages under this contract.

If a State Agency fails to perform any material requirement of a transaction made pursuant to this contract or is in violation of a material provision of this contract, Vendor shall provide written notice to the State Agency to cure the problem identified within 90 days. If not cured within that time the Vendor may either: (a) immediately terminate the transaction without additional written notice or (b) enforce the terms and conditions of the transaction. For termination due to any of the causes contained in this Section, the Vendor retains its rights to seek any available legal or equitable remedies and damages under this contract.

In addition to the above termination right, if either Party defaults under the terms of this contract then the non-defaulting Party shall be entitled to receive, and the defaulting Party shall pay, early termination damages arising out of the default as reasonably calculated by the Non-Defaulting Party ("Early Termination Damages"). If Vendor commits a default and the State's price for replacement electricity (including all components thereof such as capacity, transmission service, ancillaries services, and so on) is higher than the amount the State would have paid under the applicable Pricing Confirmation, then Vendor shall pay the State Early Termination Damages in the amount of such positive difference multiplied by the remaining quantity for which a fixed price, or fixed price component, was established. If the State commits a default or terminates under Section 3.4.1 and the price for the re-sale of electricity (including all components thereof such as capacity, transmission service, ancillaries services, and so on) at which Vendor re-sells or could re-sell, less any associated costs reasonably incurred by Vendor, is less than the amount that would have been paid under the applicable Pricing Confirmation, then the State shall pay Vendor Early Termination Damages in the amount of such positive difference multiplied by the remaining quantity for which a fixed price, or fixed price component, was established. The Parties expressly acknowledge that upon a default, damages would be difficult to ascertain and quantify and agree that this provision for calculating damages is reasonable in light of the anticipated or actual harm and is not a penalty. Unless a fixed quantity appears on the applicable Confirmation, for the purposes of determining the "remaining quantity" in calculating Early Termination Damages, Vendor's forecasted quantity for the remaining portion of the applicable term shall be used, with such forecasted quantity being derived by Vendor from the Account(s)' historical usage as of the date of the Confirmation. In determining the price at which Vendor could re-sell the power, Vendor may consider quotations for replacement transactions supplied by one or more third parties and relevant market data supplied by one or more third parties or internal sources, provided that information from internal sources must be of the same type used by Vendor in the regular course of its business for the valuation of similar transactions. This Section shall not be construed to limit or restrict either Party's general obligation at law to mitigate a loss it may suffer or incurs as a result of a default that may give rise to Early Termination Damages under this Section.

- 3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days 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. In addition, if a Pricing Confirmation has been established, Vendor shall be entitled to Early Termination Damages calculated pursuant to Section 3.3 as if the State was the defaulting Party.

3.4.1 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.

- 3.5 AVAILABILITY OF APPROPRIATION:** 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 (1) 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), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1. PAYMENT TERMS AND CONDITIONS:

- 4.1.1 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.
- 4.1.2 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.
- 4.1.3 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.
- 4.1.4 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>).
- 4.1.5 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.
- 4.1.6 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.
 - 4.1.6.1 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.
 - 4.1.6.2 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.

Send invoices to:

Agency/University:	Various user agencies
Attn:	Various
Address:	Various
City, State Zip	Various

- 4.2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3. **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.
- 4.4. **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.
- 4.5. **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.

- 4.6. **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.
- 4.7. **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.
- 4.8. **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 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.
- 4.9. **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. For the avoidance of doubt, Vendor may use certain Proprietary Tools to create studies, reports, and work product (including Integrys' ideas, concepts, know-how, methods, methodologies, algorithms, formulae, software, documentation, work papers, notes databases, processes, specifications, report formats, document formats, and techniques). Any such Proprietary Tools shall unconditionally remain property of Vendor.
- 4.10. **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 third party claims related to: (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; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.

- 4.11. **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally 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; and (b) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims. NOTE: Vendor does not own vehicles and will not be performing work on site.
- 4.12. **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.
- 4.13. **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.
- 4.14. **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 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.
- 4.15. **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.
- 4.16. **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).

- 4.17. **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.
- 4.18. **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. For the avoidance of doubt, to the extent the State establishes a fixed price for non-CMS accounts, the signatory represents that he/she is authorized to sign on behalf of the accounts for which the fixed price is established.
- 4.19. **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.
- 4.20. **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.
- 4.21. **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.
- 4.22. **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.

4.23. 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.

4.24. WARRANTIES FOR SUPPLIES AND SERVICES:

4.24.1. 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.

4.24.2. Vendor warrants that the supplies furnished under this contract will be of good title and be free and clear of all liens and encumbrances up to the Point of Delivery. WITH THE EXCEPTION OF ANY WARRANTY EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.25. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

4.25.1. Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

4.25.2. 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. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

4.26. EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.27. CHANGE IN TARIFF OR LAW: Vendor's charges include tariff charges that are set forth by the applicable utility, transmission provider, PJM, the Federal Energy Regulatory Commission, and/or any other state or governmental agency having jurisdiction (each an "Authorized Entity"). Vendor may pass through to the State, without markup, (i) any increase or decrease in such tariff charges or (ii) other increase or decrease in Vendor's cost to provide the electricity hereunder that result from an addition to, a change in, or change in interpretation by an Authorized Entity of, or change in administration by an Authorized Entity of, tariffs, operating protocols, laws, regulations, or other requirements of an Authorized Entity,

as applicable. Vendor shall use commercially reasonable efforts to provide notice of any such increase prior to or contemporaneous with the invoice containing such increase, provided however, failure to provide such notice shall not constitute an Event of Default hereunder. Upon any such increase in costs listed above, The State may terminate this Agreement and any effective Confirmation by written notice no later than thirty (30) days following the receipt of an invoice with such an increase. If the State exercises the right to terminate this Agreement pursuant to this Section and the price for the re-sale of energy, capacity and other components at which Vendor re-sells or could re-sell, less any associated costs reasonably incurred by Vendor, is less than the amount that would have been paid under this Agreement and any effective Confirmation, then The State shall pay Vendor the amount of such positive difference multiplied by the quantity for which a fixed price, or fixed price component, was established."

- 4.28. **CONFIRMATION PROCESS:** Prior to the start of the Term, the Parties agree to establish a Confirmation detailing the pricing for the Term. In the event the State desires to establish fixed pricing for any or all components, the State shall request indicative fixed pricing from Vendor. Vendor shall provide a Confirmation to the State detailing the pricing and other relevant terms. If the State agrees to the pricing, the State shall execute the Confirmation and remit the same to Vendor. If market conditions support Vendor's agreement to the State's offered pricing in Vendor's sole discretion, Vendor shall countersign the Confirmation. No Confirmation shall be effective absent signature by both Parties. In the event of a conflict between a fully executed Pricing Confirmation and this Agreement, (a) the Pricing Confirmation shall control as to (i) pricing terms for the time period identified in the Pricing Confirmation, (ii) renewable energy credit purchases, (iii) percentage of W/MBE supply, and (iv) Accounts to be served at the pricing identified therein, and (b) this Agreement shall control as to all other terms.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☐ Agency/University Definitions

Click here to enter text.

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

☐ Agency/University Specific Terms and Conditions

Click here to enter text.

☐ Other (describe)

Click here to enter text.

5.2. VENDOR SUPPLEMENTAL PROVISIONS

PERFORMANCE BONDS: The State does not require a performance bond or other form of security upon Award. If, however, it is in the State's best interest, the State may request and, if requested, Vendor shall post within 5 business days of such request, a parental guaranty from Vendor in an amount reasonably acceptable to the State. If Vendor does not provide a parental guaranty as requested, the State may terminate the Contract consistent with the termination for cause provision of the Contract.

SUBCONTRACTOR AND SUBCONTRACTOR DISCLOSURE FORM NOTE: The Subcontractor Disclosure and Utilization Plans submitted are with respect to purchasing wholesale supply that will be used when Vendor performs the work under the contract. Vendor's obligation to secure supply from the BEPs identified in the Subcontractor Disclosure Form and Utilization Forms shall be contingent upon the successful negotiation of material terms and conditions of the relevant transaction, the entity maintaining its BEP certification, and the BEP sourcing appropriate supply for Vendor's use in delivering the work under the contract. CMS and Vendor shall mutually agree in writing, in the form of a Pricing Confirmation, the percentage of the supply from the WBE and/or MBE.

Attachment 2

Vendor Attachment (Woman- or Minority-Owned Business Enterprise ("WMBE") Supply)

While Contactor views the following to be providing supply services rather than serving as a subcontractor, Contractor anticipates the provision of WMBE Supply from the following, subject to change from time to time and which will apply only if WMBE Supply is agreed upon in a Confirmation:

Subcontractor Name: Beacom Energy, Inc.

Amount to be paid: Twenty percent (20%) of the metered volume for the energy component only

Address: 4320 Windfield Road, Suite 200, Warrenville, IL 60555

Description of Work: Supply a percentage of the kWh energy component for electricity services. (By way of example, if 1,000,000 kWh were metered and 20% WMBE supply is required, 200,000 kWh of the energy component only would be sourced from a WMBE.)