



**ADDENDUM NO.: 1
REQUEST FOR PROPOSAL (RFP) 2017-100-028
FOR
NATURAL GAS SUPPLY**

For which proposals were scheduled to be accepted in the office of the Housing Authority of the County of Cook, Suite 350, 175 W. Jackson Blvd., Chicago, Illinois 60604-2615, at 2:00 p.m. on Friday, August 11, 2017 for Specification No. 2017-100-028 Natural Gas Supply; and for which **Submission Deadline is being extended to Friday, August 18, 2017 at 2:00p.m.;**

The following clarification(s), change(s), addition(s) and/or revision(s) will be incorporated into the Contract Documents. All other provisions and requirements as originally set forth, in the documents, remain in full force and are binding. Any additional work required by this Addendum will conform to the applicable provisions of the original documents.

RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE APPROPRIATE PROPOSAL EXECUTION PAGE

NOTICE OF CLARIFICATIONS, CHANGES, ADDITIONS, OR REVISIONS

Questions and Answers

- Has the Housing Authority selected a start date for this contract?

No.

- What timeframe does the Housing Authority expect they will be awarding this deal (RFP indicates a 60 day hold period)?

Roughly, November 2017

- Will the Housing Authority be providing account numbers as well as monthly usage for each account number?

See attached listing

- Should there be any change in law, tariffs or regulations that alters a suppliers cost to serve (e.g.: a new tax) will the Housing Authority allow their supplier to alter their contract price?

Yes, request must be submitted in writing and is subject to approved by HACC Executive Director and the Board of Directors.

- Should a facility close or leave the contract prior to the contract's expiration date, is the Supplier entitled to calculate a market based settlement based on the hedge forward volume tied to that account?

No

- Direct Energy Business is a limited liability company and there is not an option provided in Section VII. Would the housing authority be amenable to us modifying "Proposal to be executed by a corporation" to LLC?

Yes

- Would the Housing Authority agree to keep the supplier whole should there be a termination that is not due to a breach of contract by the supplier?

No

- Will the Housing Authority be accepting an all-inclusive Fixed price and other pricing options should we provide an additional Fee Proposal attachment?

Yes

- Attachment A – 5. Term – Would the Housing Authority give the supplier the right to refresh pricing and mutually agree on price at that time of renewal for each of the 1-year renewal periods?

Yes

- Attachment A – 2. Engagement – Are the changes mentioned in this provision only referring to the addition and deletion of accounts or is the Housing Authority expecting to be able to make changes to any of the terms and conditions at any time?

Yes

- Attachment A – 6. Invoices – **a)** Would the Housing Authority be ok with the invoices not being signed? **b)** What type of “pertinent documentation” is the Housing Authority looking to have accompany each invoice? **c)** Could the Housing Authority clarify what they mean by “after completion and acceptance of the work”? **d)** Direct Energy Business is dependent on the utility to provide usage for billing purposes, we bill upon receipt. Would the Housing Authority allow a change to reflect that billing process on Attachment A – 6. Invoices?

Invoices don't need to be signed. Invoices shall include addresses, period of time, charges and amount of gas delivered, breakdown of taxes, etc. Invoices will be for monthly deliveries.

- Attachment A – 25. Disputes – Will the Housing Authority be willing to extend this to 2 years to file a claim instead of 1?

Disputes to file a claim shall remain 1 year.

- Are all or any of the accounts part of “Public and Indian Housing Programs”?

None

- Instructions to bidders for contracts, Public and Indian Housing Programs, 10. Assurance of Completion – No selection has been made regarding what type of assurance will be required. Will the awarded supplier be required to submit:
1 A performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

- 1) Separate performance and payment bonds, each for 50 percent or more of the contract price;
- 2) A 20 percent cash escrow
- 3) A 25 percent irrevocable letter of credit; or,
- 4) An irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program)

None of the above is required for this procurement

- Would the Housing Authority allow any exceptions from our legal team to be submitted in our proposal?

Any exceptions should be noted and marked as exceptions at the time of submitting your proposals.

END OF ADDENDUM

Acknowledgement of Receipt of Addendum Number 01:

By: _____ of _____ Date: _____
(Signature) (Contractor's Name)