



**CONTRACT RENEWAL**

#5036-22-KH

Date: February 25, 2022

Supplier: Tiger Natural Gas, Inc.

Project: 2<sup>nd</sup> Year Contract Renewal for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction

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Congratulations, you have been awarded the 2<sup>nd</sup> year renewal option for contract #5036-22-KH **3<sup>rd</sup> Party Natural Gas Services**, dated February 25, 2022.

The Contractor shall provide to City of Grand Junction the services set forth in the Contract Documents dated March 6, 2020 for Solicitation No. RFP-4740-20-DH for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction, as per the original contract documents. This renewal shall cover through April 30, 2023. Firm is able to perform services for the following facilities/locations:

**Facilities Currently Serving for this Contract:**

- Two Rivers Convention Center, 159 Main Street, PSCO Meter No. 1309007
- Persigo Building #6 , 2145 River Road, PSCO Meter No. A183754
- Orchard Mesa Pool, 2736 C Road, PSCO Meter GJ15976
- City Hall, 250 North 5th Street, Premise 300090848 , Meter W31580T
- USS Operations, 333 West Avenue, Bldg A, Premise 301920707 , Meter A629164
- CNG Station, 333 West Avenue, Premise 304235086, Meter 4994514
- Fleet Service Center, 333 West Avenue Bldg C, Premise 301949019 , Meter W36510T
- Persigo Ops 2145 River Road, Unit TRTM-4, Premise 301944090, Meter AGJ12297
- Public Safety Building, 555 Ute Ave, PSCO Meter 10006369
- Avalon Theater, 645 Main Street, PSCO Meter 10008515
- Tiara Rado Operations, 2057 S. Broadway, PSCO Meter R933031

**Facilities for possible additions to this Contract (at Owner's Option)**

- Persigo Anaerobic Digester, 2145 River Road, PSCO Meter 10003525
- Persigo Headworks, 2145 River Road, PSCO Meter 20311378
- Rockies Locker Room, 1315 North Ave, PSCO Meter 10006628
- Stadium Tower/Hospitality Suite, 1307 North Ave, PSCO Meter 10006631
- Lincoln Park Swimming Pool, Premise 300151604, Meter A884961

The Firm shall accept as compensation for the performance and completion of all of the Services specified in the Contract Documents, the unit price (per dekatherm (Dth)) of \$0.05 per Dth as submitted by the Firm in their proposal for each facility/location being serviced. (**Note:** No overage or underage charges/fees, or any other charges/fees (except for Xcel Energy pass through charges/fees) shall be applied, in excess of Northwest Pipeline Corp. Rocky Mountains Index Price, plus \$0.05 per Dth. Contract shall be for Single Tier pricing only.)

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:  
*Kassy Hackett*

Kassy Hackett, Buyer

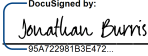
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**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Tiger Natural Gas \_\_\_\_\_

By:  Jonathan Burris \_\_\_\_\_  
DocuSigned by:  
95A722081B3E472...

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

Date: 2/26/2022 \_\_\_\_\_



**CONTRACT RENEWAL**

#4948-21-DH

Date: September 22, 2021

Supplier: Tiger Natural Gas, Inc.

Project: 1<sup>st</sup> Year Contract Renewal for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction

Congratulations, you have been awarded the 1<sup>st</sup> year renewal option for contract #4948-21-DH **3<sup>rd</sup> Party Natural Gas Services**, dated September 22, 2021.

The Contractor shall provide to City of Grand Junction the services set forth in the Contract Documents dated March 6, 2020 for Solicitation No. RFP-4740-20-DH for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction, as per the original contract documents. This renewal shall cover through April 30, 2022. Firm is able to perform services for the following facilities/locations:

**Facilities Currently Serving for this Contract:**

- Two Rivers Convention Center, 159 Main Street, PSCO Meter No. 1309007
- Persigo Building #6 , 2145 River Road, PSCO Meter No. A183754
- Orchard Mesa Pool, 2736 C Road, PSCO Meter GJ15976
- City Hall, 250 North 5th Street, Premise 300090848 , Meter W31580T
- USS Operations, 333 West Avenue, Bldg A, Premise 301920707 , Meter A629164
- CNG Station, 333 West Avenue, Premise 304235086, Meter 4994514
- Fleet Service Center, 333 West Avenue Bldg C, Premise 301949019 , Meter W36510T
- Persigo Ops 2145 River Road, Unit TRTM-4, Premise 301944090, Meter AGJ12297
- Public Safety Building, 555 Ute Ave, PSCO Meter 10006369
- Avalon Theater, 645 Main Street, PSCO Meter 10008515
- Tiara Rado Operations, 2057 S. Broadway, PSCO Meter R933031

**Facilities for possible additions to this Contract (at Owner's Option)**

- Persigo Anaerobic Digester, 2145 River Road, PSCO Meter 10003525
- Persigo Headworks, 2145 River Road, PSCO Meter 20311378
- Rockies Locker Room, 1315 North Ave, PSCO Meter 10006628
- Stadium Tower/Hospitality Suite, 1307 North Ave, PSCO Meter 10006631
- Lincoln Park Swimming Pool, Premise 300151604, Meter A884961

The Firm shall accept as compensation for the performance and completion of all of the Services specified in the Contract Documents, the unit price (per dekatherm (Dth)) of \$0.05 per Dth as submitted by the Firm in their proposal for each facility/location being serviced. (**Note:** No overage or underage charges/fees, or any other charges/fees (except for Xcel Energy pass through charges/fees) shall be applied, in excess of Northwest Pipeline Corp. Rocky Mountains Index Price, plus \$0.05 per Dth. Contract shall be for Single Tier pricing only.)

DocuSigned by:

Duane Hoff Jr., Senior Buyer - City of Grand Junction

Duane Hoff Jr., Senior Buyer

**SUPPLIER ACKNOWLEDGEMENT**

Receipt of this Contract Renewal is hereby acknowledged:

Contractor: Tiger Natural Gas

By:

DocuSigned by: Johnathan Burris - Executive Vice President, Tiger Natural Gas, Inc. Johnathan Burris - Executive Vice President,

Title:

EVP

Date:

9/22/2021





Purchasing Division

**CONTRACT ADDENDUM NO. 1**

**DATE: February 26, 2020**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction RFP-4740-20-DH**

The requirements of the contract have been clarified, modified, superseded and supplemented as to this date as hereinafter described pertaining to the Base contract for Sale and Purchase of Natural Gas by Tiger, Inc./Tiger Natural Gas, Inc.

Please make note of the following:

1. In the event of a discrepancy, conflict, or contradiction between the terms and conditions, rules, and/or regulations of the contract documents between the Owner (City of Grand Junction) and the awarded Firm (Tiger, Inc./Tiger Natural Gas, Inc.), the Owners terms and conditions, rules, and/or regulations shall prevail.
2. Contract shall be for Single Tier pricing only.
3. No overage or underage charges/fees, or any other charges/fees (except for Xcel Energy pass through charges/fees) shall be applied, in excess of Northwest Pipeline Corp. Rocky Mountains Index Price, plus \$0.05 per dekatherm (Dth).

The original contract noted above is amended as noted.

All other conditions of subject remain the same.

**CITY OF GRAND JUNCTION, COLORADO**

DocuSigned by:  
 By: Duane Hoff Jr., Senior Buyer - City of Grand Junction 3/11/2020 12:23 MDT  
 Duane Hoff Jr., Senior Buyer Date

**Tiger, Inc./Tiger Natural Gas, Inc.**

DocuSigned by:  
 By: Johnathan Burris 3/11/2020 | 10:23 MDT  
 Johnathan Burris Date

EVP





CITY OF GRAND JUNCTION, COLORADO

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CONTRACT

This CONTRACT made and entered into this 6th day of March, 2020 by and between the City of Grand Junction, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and Tiger, Inc./Tiger Natural Gas, Inc. hereinafter in the Contract Documents referred to as the "Firm."

WITNESSETH:

WHEREAS, the Owner advertised that sealed Responses would be received for furnishing all labor, tools, supplies, equipment, materials, and everything necessary and required for the Project described by the Contract Documents and known as 3rd Party Natural Gas Services for City of Grand Junction RFP-4740-20-DH.

WHEREAS, the Contract has been awarded to the above named Firm by the Owner for services to be provided for City of Grand Junction, and said Firm is now ready, willing and able to perform the Services specified in accordance with the Contract Documents for the following facilities/locations:

Facilities Currently Serving for this Contract:

- Two Rivers Convention Center, 159 Main Street, PSCO Meter No. 1309007
- Persigo Building #6, 2145 River Road, PSCO Meter No. A183754
- Orchard Mesa Pool, 2736 C Road, PSCO Meter GJ15976
- City Hall, 250 North 5th Street, Premise 300090848, Meter W31580T
- USS Operations, 333 West Avenue, Bldg A, Premise 301920707, Meter A629164
- CNG Station, 333 West Avenue, Premise 304235086, Meter 4994514
- Fleet Service Center, 333 West Avenue Bldg C, Premise 301949019, Meter W36510T
- Persigo Ops 2145 River Road, Unit TRTM-4, Premise 301944090, Meter AGJ12297;

Facilities for possible additions to this Contract (at Owner's Option)

- Public Safety Building, 555 Ute Ave, PSCO Meter 10006369
- Persigo Anaerobic Digester, 2145 River Road, PSCO Meter 10003525
- Avalon Theater, 645 Main Street, PSCO Meter 10008515
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- Stadium Tower/Hospitality Suite, 1307 North Ave, PSCO Meter 10006631
- Tiara Rado Operations, 2057 S. Broadway, PSCO Meter R933031
- Lincoln Park Swimming Pool, Premise 300151604, Meter A884961

NOW, THEREFORE, in consideration of the compensation to be paid the Firm, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:



## ARTICLE 1

Contract Documents: It is agreed by the parties hereto that the following list of instruments and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of said instruments and documents taken together as a whole constitute the Contract between the parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this contract agreement;
- b. Solicitation Documents for the Project; **3rd Party Natural Gas Services for City of Grand Junction**;
- c. Intent to Award;
- d. Contract Addendum No. 1;
- e. Firm's Response to the Solicitation;
- f. Firm's Base Contract for Sale and Purchase of Natural Gas, and Transaction Confirmation for Immediate Delivery;
- g. Service Change Requests (directing that changed services be performed);
- h. Change Orders.

## ARTICLE 2

Definitions: The clauses provided in the Solicitation apply to the terms used in the Contract and all the Contract Documents.

## ARTICLE 3

Contract Services: The Firm agrees to furnish all labor, tools, supplies, equipment, materials, and all that is necessary and required to complete the tasks associated with the Services described, set forth, shown, and included in the Contract Documents as indicated in the Solicitation Document.

## ARTICLE 4

Contract Time: Time is of the essence with respect to this Contract. The Firm hereby agrees to commence Services under the Contract on or before May 1, 2020. Initial contract term shall be May 1, 2020 through April 30, 2021.

## ARTICLE 5

Contract Price and Payment Procedures: The Firm shall accept as compensation for the performance and completion of all of the Services specified in the Contract Documents, the unit price (per dekatherm (Dth)) of \$0.05 per Dth as submitted by the Firm in their proposal for each facility/location being serviced. (**Note: No overage or underage charges/fees, or any other charges/fees (except for Xcel Energy pass through charges/fees) shall be applied, in excess of Northwest Pipeline Corp. Rocky Mountains Index Price, plus \$0.05 per Dth. Contract shall be for Single Tier pricing only.**) If this Contract contains unit price pay items, the Contract Price shall be adjusted in accordance with the actual quantities of



items completed and accepted by the Owner at the unit prices quoted in the Solicitation Response. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or other written directive of the Owner. The Owner shall not issue a Change Order or other written directive which requires additional services to be performed, which service causes the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides Firm written assurance that lawful appropriations to cover the costs of the additional services have been made.

Unless otherwise provided in the Solicitation, monthly partial payments shall be made as the Services progress. Applications for partial shall be prepared by the Firm and approved by the Owner in accordance with the Solicitation.

ARTICLE 6

Contract Binding: The Owner and the Firm each binds itself, its partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Firm and may only be altered, amended or repealed by a duly executed written instrument. Neither the Owner nor the Firm shall, without the prior written consent of the other, assign or sublet in whole or in part its interest under any of the Contract Documents and specifically, the Firm shall not assign any moneys due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion or provision of the Contract shall be found or declared null, void or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion or provision shall be effected thereby and all other parts, portions and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested in its behalf; and the Firm has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

**CITY OF GRAND JUNCTION, COLORADO**

By: DocuSigned by:  
Duane Hoff Jr., Senior Buyer - City of Grand Junction 3/11/2020 | 12:23 MDT  
Duane Hoff Jr., Senior Buyer Date

**Tiger, Inc./Tiger Natural Gas, Inc.**

By: DocuSigned by:  
Johnathan Burris 3/11/2020 | 10:23 MDT  
Johnathan Burris EVP Date



## **LETTER OF INTENT**

Date: February 24, 2020

Company: Tiger Natural Gas, Inc.

Project: 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction RFP-4740-20-DH

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Based upon review of the proposal responses received for 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction RFP-4740-20-DH, your company has been selected as the preferred proposer for this contract. It is the intent of the City of Grand Junction to award the aforementioned contract to your company as is listed in the RFP documents, your proposal response, and any necessary negotiations that may be required for terms and conditions, fees, etc.

This project must be approved by the City Manager prior to award and a contract being issued.

Upon receipt of a fully signed contract, please contact Jim Stavast, Facilities Manager 970-244-1569 for project scheduling and transition.

Please feel free to contact me with any questions at 970-244-1545.

Thank you and Best Regards

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written in a cursive style.

Duane Hoff Jr., Senior Buyer





**Request for Proposal  
RFP-4740-20-DH**

**3rd Party Natural Gas Services for City of  
Grand Junction**

**RESPONSES DUE:**

January 31, 2019 prior to 3:30 PM MST

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System  
(RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gicity.org](mailto:duaneh@gicity.org)**

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

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- 1.0 Administrative Information and Conditions for Submittal**
- 2.0 General Contract Terms and Conditions**
- 3.0 Specifications/Scope of Services**
- 4.0 Preparation and Submittal of Proposals**
- 5.0 Evaluation Criteria and Factors**
- 6.0 Solicitation Response Form**



## REQUEST FOR PROPOSAL

### **SECTION 1.0: ADMINISTRATIVE INFORMATION & CONDITIONS FOR SUBMITTAL**

- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Duane Hoff Jr., Senior Buyer  
duaneh@gjcity.org

- 1.2 Purpose:** The City of Grand Junction is requesting proposals for 3<sup>rd</sup> Party Natural Gas Services to be provided to qualifying City Facilities.
- 1.3 The Owner:** The Owner is the City of Grand Junction, Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.5 Procurement Process:** Procurement processes shall be governed by the most current version of the City of Grand Junction [Purchasing Policy and Procedure Manual](#).
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.
- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline



date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.

- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled **“Confidential Material”**. Disqualification of a proposal does not eliminate this right.
- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.



- Have adequate financial resources, or the ability to obtain such resources as required.
- Be able to comply with the required or proposed completion schedule.
- Have a satisfactory record of performance.
- Have a satisfactory record of integrity and ethics.
- Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.

**1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.

**1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.

**1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS

**2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

**2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.



- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed



by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.
- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement



between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.

- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 2.20.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
- 2.20.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.



- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.



- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.
- 2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.



**2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

**2.43. Definitions:**

- 2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.
- 2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.
- 2.43.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.
- 2.43.4. "Sub-Contractor" is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term sub-Firm is referred to throughout the contract documents and means a sub-Firm or his authorized representative.

**2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.



**SECTION 3.0: SPECIFICATIONS/SCOPE OF SERVICES**

- 3.1 General/Background:** The City of Grand Junction have several buildings that currently utilize a 3rd party natural gas service provider.
- 3.2 Specifications/Scope of Services:** Proposer shall address and include all of the following and requested information with their proposal submittals:
- A. All pricing shall be calculated and billed in dekatherms/decatherms (dth).
  - B. Describe how your calculations for billing are calculated (daily or monthly).
  - C. Pass through costs shall be “true” and shall not include or contain any additional mark-up charges.
  - D. Identify, list, and describe any and all additional costs (beyond standard gas usage) that may pertain to having any given facility on this type of service, to include but not limited to: equipment, installations, connections, phone or digital lines, modems, wifi, routers, etc.
  - E. Explain how your electronic metering services, what equipment is required for installation and connectivity, and how it is reported.
  - F. Explain (in detail) your pricing structure. Does it contain two tier pricing?
  - G. Describe (in detail) how you handle and bill for “overages” and “underages” usage.
  - H. Do you use Spot Pricing in your calculations? If so, explain.
  - I. Include example contracts and your “terms and conditions”.
  - J. Include example invoicing/billing.
  - K. Is your invoicing/billing customizable to the Owner’s needs? If so, are there any additional costs to doing so?
  - L. Explain you policy for pass through of penalties to Owner.
  - M. The City is interested in utilizing advanced methods of collecting data, paying invoicing, real time building/facility monitoring, etc. Please describe in detail how your company can provide this information electronically, in what format, via web, real time reporting and monitoring, etc. Indicate any additional costs associated for these services.
  - N. Pricing shall be submitted per dth.
  - O. Each scenario shall also include circumstances for overages and underages.
  - P. All pricing and proposals shall assume “floating index” not “fixed” rates.



### **3.3 Special Conditions & Provisions:**

**3.3.1** Owner reserves the right to request (and the selected service provider shall provide) corresponding Xcel billing statements at the Owner's discretion, at any time.

**3.3.2** Proposer shall be authorized by the State of Colorado to sell and distribute natural gas in the state of Colorado including Mesa County and have an established agreement with Xcel Energy to provide such services.

**3.3.3** Proposer shall perform all functions and tasks related to nominations of natural gas required for any and all buildings/facilities that may be awarded by the City.

**3.3.4** Proposer shall provide monthly invoicing/billing that is broken down in a manner which clearly states the costs, charges, and fees associated with the transport services for natural gas, as allocated to each building/facility.

**3.3.5** Proposer shall assign a single point of contact/account representative for each entity, for resolving any issues and addressing any questions related to contract(s) and the services provided.

**3.3.6** The Owner reserves the right to award in the entities best interest, including split awards by entity and/or building/facility. Contracts shall be awarded per building/facility for each entity.

**3.3.7** Proposer shall be forthcoming with any cost savings measures that may be of benefit to the Owner, to include the addition or reductions of any buildings/facilities. Owner shall have the final decision over all matters pertaining to possible cost saving measures.

**3.3.8** Proposer shall agree to apply any rates contracted with the Owner through this RFP to any buildings/facilities that the Owner chooses to add 3<sup>rd</sup> party natural gas services to, at a later date.

**3.3.9** The Owner reserves to right to establish or convert any building/facility from a "floating index" to a "fixed" rate , at its discretion, and shall be allowed to select the day of the month to set the per dth price, and to lock that price for a specified time determined by the Owner.

**3.3.10** All invoicing/billing shall contain detailed breakdowns of Xcel pass through charges, detailed breakdowns of 3<sup>rd</sup> party natural gas service charges, and show a comparison of savings/non-savings between the two. Invoicing/billing shall also show a comparison of savings/non-savings between 3<sup>rd</sup> party charges for gas and transportation as compared with charges for the same volume of gas if purchased directly from Xcel Energy under their sales rates.

**3.3.11 Estimated Facilities:** Owner does not guarantee the number of, or any specific, facilities listed for award. Those facilities listed are considered estimates only, as are the dth usage for each.

**3.4 Term of Contract:**

- City of Grand Junction initial contract(s) term shall be March 6, 2020 – December 31, 2020. The awarded Firm and the Owner agree that this Proposal or subsequent contract may, upon mutual agreement of the Firm and the Owner, be extended under the terms and conditions of the contract for three (3) additional, one (1) year contract renewal periods, contingent upon the applicable fiscal year funding. Should the City choose to renew any contract periods, each renewal shall be for a calendar year from January 1<sup>st</sup> – December 31<sup>st</sup>.

**3.5 RFP Tentative Time Schedule:**

- |  |                      |
|--|----------------------|
| • Request for Proposal available                 | January 10, 2020     |
| • Inquiry deadline, no questions after this date | January 22, 2020     |
| • Addendum Posted                                | January 24, 2020     |
| • Submittal deadline for proposals               | January 31, 2020     |
| • Owner evaluation of proposals                  | February 3 – 7, 2020 |
| • Interviews (if required)                       | February 13, 2020    |
| • Final selection                                | February 19, 2020    |
| • City Council Approval                          | March 4, 2020        |
| • City Contract execution                        | March 5, 2020        |
| • Services begins no later than                  | March 6, 2020        |

**3.6 Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)



## SECTION 4.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.) Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to I**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm's interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm's principal contact person with Owner's Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm's) interpretation of the Owner's objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm's implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Scope of Services Response Form:** Proposer shall complete and submit the attached Scope of Services Response Form with their proposal.
- F. Solicitation Response Form:** Proposer shall complete and submit the attached Solicitation Response Form with their proposal.



- G. Pricing:** Proposer shall provide and submit a complete list of costs/pricing using the attached Scope of Services Response Form. Pricing shall be provided as per Section 4 Scope of Services.
- H. Financial Statements:** Should a proposer be selected for an interview, the City may request the proposer provide a financial statement. Any financial statement would be required to be prepared by a certified public accountant, for their prior fiscal year, consisting of a balance sheet, profit and loss statement and such other financial statements as may be appropriate, which shall demonstrate that the proposer possesses adequate financial ability and stability to enable the Proposer to fulfill their obligations under the terms of this RFP. If requested by the Proposer, such information shall be treated as confidential by the Owner and shall not be subject to public disclosure. These documents must depict the financial status of that entity, subsidiary, division, or subdivision thereof, which will actually provide services. If the Proposer is a partnership or joint venture, individual financial statements must be submitted for each general partner or joint venture thereof. Consolidated balance sheets and profit/loss statements depicting the financial status of a Parent Corporation or joint venture shall not be considered an acceptable response.
- I. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 5.0: EVALUATION CRITERIA AND FACTORS

- 5.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 5.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals **(with weighted values)**:

- Responsiveness of Submittal to the RFP **(1)**  
(Contractor has submitted a proposal that is fully comprehensive, inclusive, and conforms in all respects to the Request for Proposals (RFP) and all of its requirements, including all forms and substance.)
- Understanding of the Project and Objectives **(2)**  
(Contractor's ability to demonstrate a thorough understanding of the City's goals pertaining to this specific project.)
- Experience **(3)**  
(Contractor's proven proficiency in the successful completion of similar projects.)
- Strategy & Implementation Plan **(3)**  
(Contractor has provided a clear interpretation of the City's objectives in regard to the project, and a fully comprehensive plan to achieve successful completion. See Section 5.0 Item C. – Strategy and Implementation Plan for details.)



- Fees **(5)**  
(All fees associated with the project are provided, complete, comprehensive, and reasonable.)

Owner reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any Vendor, Firm, Supplier, or Service Provider in determining final award.

Owner also reserves the right to take into consideration references in determining final award.

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

**5.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.

**5.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

**SECTION 6.0: SOLICITATION RESPONSE FORM**  
**RFP-4740-20-DH 3rd Party Natural Gas Services for City of Grand Junction**

*Offeror must submit entire Form completed, dated and signed.*

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*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
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The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (90) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date



City of Grand Junction Natural Gas Usage  
Average per Month Last 2 Years

Building Name	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total Avg
Two Rivers Convention Center	548	592	490.5	401	296	295	153	53.5	124	183	307.5	444		324.0
Persigo Building #6	253	260	199.5	157.5	84.5	53	19.5	10.5	10.5	27	101	127		108.6
Orchard Mesa Pool	743	747.5	633	568	402.5	333.5	177	135.5	128.5	184	475.5	595		426.9
City Hall	155.5	172.5	130	97.5	69	57	26	8.5	14.5	35.5	89.5	121		81.4
USS Operations	240	257	187	133	52.5	9	7	4	3.5	2	66.5	154.5		93.0
CNG Station	1838.5	2020	1851.5	2160.5	2211.5	1271	6341	2433	2350	2248	1965.5	2359.5		2420.8
Fleet Service Center	460.5	490.5	350	191	37.5	13	0	0	1	0.5	113	241.5		158.2
Persigo Ops	253	260	199.5	157.5	84.5	53	19.5	10.5	10.5	27	101	127		108.6
Public Safety Building		469.8	484.3	375.9	395.5	403.5	297.6	280.4	280.0	350.6	408.9	483.3	612.4	403.5
Persigo Anaerobic Digester	4143.5	3697.0	4039.5	2061.5	4271.0	2248.0	1707.0	1594.0	1476.5	1923.0	2726.5	3516.5		2783.7
Avalon Theater		2981.5	2650.0	1413.5	676.0	362.0	304.5	226.0	207.5	276.0	744.0	1873.0	3523.5	1269.8
Persigo Headworks	3465.0	2572.0	1753.0	701.5	148.0	32.5	3.5	3.5	3.5	230.0	1179.0	1952.0		1003.6
Rockies Locker Room	1824.5	1968.0	1695.5	898.5	294.5	154.5	115.0	149.0	125.0	107.0	366.0	1433.5		760.9
Stadium Tower/Hospitality Suite	1027.0	1051.5	780.0	456.0	262.5	277.5	189.0	193.0	160.5	147.0	276.5	592.0		451.0
Tiara Rado Operations	5304.0	929.0	671.5	663.0	561.5	643.0	617.5	488.0	444.5	445.0	504.0	764.0		1002.9
Lincoln Park Swimming Pool	0.0	0.0	0.0	0.0	0.0	5695.0	8051.0	1370.0	7377.0	1700.5	0.0	0.0		2016.1

**Scope of Services Response Form**

**Scenario 1:** Assume single meter with a monthly usage of 500 decatherms (assume TFL and Peak Day Quantity of 20dth). Also, include cost/refund for overages and underages, assume 200 dekatherms over and under. Use the Northwest Pipeline Corp. Rocky Mountains Index Price for January 3, 2020 for all calculations. (Reference Section 4.2, Item "N", "O", and "P")

List/Describe all Xcel pass through charges	Price per dth	Cost Overages	Cost Underages
TOTAL Xcel			
List/Describe all 3rd party service/commodity charges	Price per dth	Cost Overages	Cost Underages
TOTAL 3rd Party			
<b>GRAND TOTAL</b>			
<b>Additional Information:</b>			

**Scope of Services Response Form**

**Scenario 2:** Assume single meter with a monthly usage of 1,000 decatherms (assume TFL and Peak Day Quantity of 40dth). Also, include cost/refund for overages and underages, assume 200 dekatherms over and under. Use the Northwest Pipeline Corp. Rocky Mountains Index Price for January 13, 2020 for all calculations. (Reference Section 4.2, Item "N", "O", and "P")

List/Describe all Xcel pass through charges	Price per dth	Cost Overages	Cost Underages
<b>TOTAL Xcel</b>			
List/Describe all 3rd party service/commodity charges	Price per dth	Cost Overages	Cost Underages
<b>TOTAL 3rd Party</b>			
<b>GRAND TOTAL</b>			
<b>Additional Information:</b>			

**Scope of Services Response Form**

**Scenario 3:** Assume single meter with a monthly usage of 1,500 decatherms (assume TFL and Peak Day Quantity of 50dth). Also, include cost/refund for overages and underages, assume 200 dekatherms over and under. Use the Northwest Pipeline Corp. Rocky Mountains Index Price for January 13, 2020 for all calculations. (Reference Section 4.2, Item "N", "O", and "P")

List/Describe all Xcel pass through charges	Price per dth	Cost Overages	Cost Underages
TOTAL Xcel			
List/Describe all 3rd party service/commodity charges	Price per dth	Cost Overages	Cost Underages
TOTAL 3rd Party			
GRAND TOTAL			
Additional Information:			

### Scope of Services Response Form

**Scenario 4:** Assume single meter with a monthly usage of 2,000 decatherms (assume TFL and Peak Day Quantity of 70dth). Also, include cost/refund for overages and underages, assume 200 dekatherms over and under. Use the Northwest Pipeline Corp. Rocky Mountains Index Price for January 3, 2020 for all calculations. (Reference Section 4.2, Item "N", "O", and "P")

List/Describe all Xcel pass through charges	Price per dth	Cost Overages	Cost Underages
TOTAL Xcel			
List/Describe all 3rd party service/commodity charges	Price per dth	Cost Overages	Cost Underages
TOTAL 3rd Party			
GRAND TOTAL			
Additional Information:			





**Purchasing Division**

## **ADDENDUM NO. 1**

**DATE: January 22, 2020**  
**FROM: City of Grand Junction Purchasing Division**  
**TO: All Offerors**  
**RE: 3<sup>rd</sup> Party Natural Gas Services for City of Grand Junction RFP-4740-20-DH**

Offerors responding to the above referenced solicitation are hereby instructed that the requirements have been clarified, modified, superseded and supplemented as to this date as hereinafter described.

Please make note of the following clarifications:

1. Currently, the City utilizes modem connections for gas meters to report dekatherm usage. The City will no longer allow modem connections to be used on City phone systems, as the City is upgrading its entire phone infrastructure. The acceptable future options for gas meter reporting are radio link, network/wifi connection, cellular, centurylink analog (this is the less preferred option), or other connectivity choices the provider recommends or may have available.

The original solicitation for the project noted above is amended as noted.

All other conditions of subject remain the same.

Respectfully,

A handwritten signature in black ink, appearing to read "Duane Hoff Jr.", written over a yellow horizontal line.

Duane Hoff Jr., Senior Buyer  
City of Grand Junction, Colorado

# TIGER<sup>®</sup> INC.



**Tiger Natural Gas, Inc.**  
*A Quarter Century of Customer Service*



**A+ BBB  
Rating**

[Click for  
Review](#)

4770 Baseline Rd., Suite 390  
Boulder, CO 80303  
Phone (303) 665-8561 Fax (303) 665-8428

January 31, 2020

City of Grand Junction  
Attn: Duane Hoff, Jr.

RE: Natural Gas Proposal – City of Grand Junction - Colorado

Dear Duane,

Tiger, Inc. ("Tiger") is pleased to offer your facilities behind Xcel Energy this proposal to serve natural gas.

Tiger, one of the nation's leading independent gas suppliers, is a Native American/Woman owned business with Hub zone certification. Tiger has successfully served the private, public, and government end-use markets for over 29 years. It is the longest serving Natural Gas Marketer in Colorado. Our experienced staff focuses its efforts on reliable low cost natural gas and exemplary customer service, while maintaining a reputation of the highest integrity throughout the industry.

Tiger will allow you to lock at any time in the contract and can even lock multiple tiers at different pricing for no fee.

Per Xcel, contracts would need to start on the 1<sup>st</sup> of the month. So we can start March 1<sup>st</sup> or April 1<sup>st</sup>, but they do not allow customers to switch on any other day of the month.

Tiger is not responsible for any phone line issues or interruptions. We strive to work with the City to get these handled as they come up and we are working with vendors to develop better, more cost effective ways to handle phone issues, but ultimately they are the responsibility of the City to maintain the phone lines to deliver the data to Xcel Energy daily.

I look forward to the opportunity to serve your natural gas energy needs and to assist the City of Grand Junction in making good price decisions.

Thank you.

Sincerely,

**TIGER NATURAL GAS, INC.**

*Brian Davisson*

Brian Davisson

Marketing Representative



**TIGER NATURAL GAS, INC.****CONTACT:****Brian Davisson**

4770 Baseline Rd #390

Boulder, CO 80303

Direct: 303-665-8561 Ext 2

Fax: 303-665-8428

Briand.tiger@yahoo.com

[www.TigerNaturalGas.com](http://www.TigerNaturalGas.com)

Tiger Natural Gas, Inc.

A Quarter Century of Customer Service

**A Privately Held Firm/Minority  
(American Indian)/Woman  
Enterprise**

**OVERVIEW:** Tiger Natural Gas, Inc. (Tiger) was created in 1991 as a Minority owned Natural Gas Marketing Company to provide end-use natural gas customers with a better option when it comes to their natural gas supplier. The natural gas market has been deregulated in many states for some time, but many business owners are unaware that they have a choice regarding their natural gas supplier. Tiger has been successful in providing most of our clients with significant savings over other natural gas marketing companies and their local utility.

**LOCATIONS:** Tiger is headquartered in Tulsa, OK and has field offices strategically located in Oklahoma City, Denver, and Pittsburgh. Our current customer base consists of over 30,000 facilities including; national retail chains, restaurants, manufacturers, hospitals, hotels, city, state, and federal facilities.

**KEY COMPANY ASSETS:** At Tiger we excel at supplying natural gas and natural gas management services to commercial, industrial, and federal

facilities. Customer relationships are the key element to our success. Tiger places a strong emphasis on Customer Service and provides unsurpassed Customer Support Services for every client. Tiger's employees are industry veterans with over 400 years of combined experience in every area of the natural gas business. This vast, in-depth knowledge allows Tiger to provide the highest level of service and support to our clients and has established our solid reputation through applying the basic principles of *integrity, honesty, and reliable customer service.*

**DIVERSITY:** As the United States' diverse population continues to grow, Fortune 1000 companies have instituted Supplier Diversity Programs that are looking to the minority population to capture key relationships that can be built upon with certified diverse companies. Tiger is fulfilling these needs by offering competitive energy costs solutions. Tiger graduated from the SBA 8(a) program in September 2005, and is currently certified with the SBA HUBzone program, Women's Business Enterprise National Council, Oklahoma Minority Supplier Development Council, and the North Central Texas Regional Certification Agency. Tiger does not simply possess several diversity certifications. The Tiger Natural Gas team is comprised of a multicultural and professional staff, which contributes greatly to the strength of our company. We also serve many diverse communities throughout the United States. This gives us further insight into our customers' developing needs, and allows us to continue to deliver innovative products and services.

- **TIGER** was incorporated in May 1991. **It is the longest serving Natural Gas Marketer in Colorado.**
- **TIGER serves over 3,500 + facilities in Colorado.**

Some of the additional energy services that **TIGER Natural Gas** provides are:

- Evaluation of PDQs for appropriateness
- Ability to lock-in multiple fixed prices for various volumes (Tiered Pricing)
- Saving Analysis by meter –annually
- Superior Invoicing services –Ability to aggregate groups with individual billing but same price. Accurate and detailed with a copy of Xcel meter reading “green sheets”
- Maintenance of phone lines for Telemetering, Notification of immediate problems, Knowledge of the phone line problems and will stick with the problem until solved. Alleviates buying back-up sales gas from Xcel.
- Quick response to install new meters (phone lines). We stay on top of the Xcel backlog and keep them on track in setting new electronic meters in a timely fashion. Avoids double purchasing of gas
- Other services tailored to meet the various Customer needs
- Regulatory update on issues having jurisdiction on your facilities.

**TIGER's** advantage is superb customer service. This is the key to our success. We focus our efforts on providing every \$ of savings possible from start to finish.



Better Business Bureau Denver/Boulder  
**Start with Trust**

*Congratulations!*



*2015 Gold Star Certificate*

**Tiger Natural Gas, Inc**



A review of our records shows your company has had **no complaints** in the past three years, **January 1, 2013 through December 31, 2015!**

Your adherence to your BBB's Standards for Trust has earned you a Gold Star.

We're proud of you. Keep up the good work!

*Kimberly S. States*

Kimberly States  
President/CEO  
BBB Denver/Boulder

[denver.bbb.org](http://denver.bbb.org)



# **TIGER** Natural Gas INC.

4770 Baseline Rd., Suite 390  
Boulder, CO 80303  
Phone (303) 665-8561 / Fax (303) 665-8428

## RECOGNITIONS AND AWARDS

### AWARDED FOR YEAR 2017

- **DiversityBusiness.com's** Annual Multicultural Awards
  - Ranked #1 Top 50 Woman Owned Business in Oklahoma
  - Ranked #3 Top 50 Diversity Owned Business in Oklahoma
  - Ranked #4 Top 50 Privately Owned Business in Oklahoma
  - Ranked #3 Top 100 Native American Owned Business in the USA
  - Ranked #15 Top 500 Women Owned Business in the USA
  - Ranked #44 Top 500 Diversity Owned Businesses in the USA

### AWARDED FOR YEAR 2016

- **DiversityBusiness.com's** Annual Multicultural Awards
  - Ranked #1 Top 50 Woman Owned Business in Oklahoma
  - Ranked #3 Top 50 Diversity Owned Business in Oklahoma
  - Ranked #4 Top 50 Privately Owned Business in Oklahoma
  - Ranked #3 Top 100 Native American Owned Business in the USA
  - Ranked #15 Top 500 Women Owned Business in the USA
  - Ranked #44 Top 500 Diversity Owned Businesses in the USA

### AWARDED FOR YEAR 2015

- **DiversityBusiness.com's** Annual Multicultural Awards
  - Ranked #1 Top 50 Woman Owned Business in Oklahoma
  - Ranked #3 Top 50 Diversity Owned Business in Oklahoma
  - Ranked #4 Top 50 Privately Owned Business in Oklahoma
  - Ranked #18 Top 500 Women Owned Business in the USA
  - Ranked #87 Top 500 Diversity Owned Businesses in the USA

### AWARDED FOR YEAR 2014

- **DiversityBusiness.com's** Annual Multicultural Awards
  - Ranked #1 Top 50 Woman Owned Business in Oklahoma
  - Ranked #3 Top 50 Diversity Owned Business in Oklahoma
  - Ranked #5 Top 100 Native American Owned Business in the USA
  - Ranked #51 Top 500 Women Owned Business in the USA

# **TIGER** Natural Gas INC.

4770 Baseline Rd, Suite 390  
Boulder, CO 80303  
Phone (303) 665-8561 / Fax (303) 665-8428

## **COMMUNICATION PLAN**

At the onset of the contract, Tiger would like to meet and discuss the goals of the City of Grand Junction regarding their budget and different options that are available.

**TIGER** has a proven historical track record. It has proven that it can deliver gas during the most difficult of times such as December 2010, January 2011 and February 2011.

**TIGER** will manage all aspects of the gas delivery. –**ATTENTION TO DETAIL**

1. Gas delivered to Xcel Energy's distribution system will be at a suitable receipt point for ultimately delivery to the customer's meter.

2. **TIGER** will be responsible for nominating and balancing with Xcel Energy. **TIGER** will make daily nominations utilizing Xcel's Electronic Bulletin Board and will monitor the customer's daily consumption and will adjust nominations and balance accordingly.

**TIGER HAS NEVER HAD TO PAY IMBALANCE PENALTIES OR CASH-OUTS.**

**TIGER** is able to add or delete meters to the contract.

**TIGER** has excellent relationship with Xcel Energy:

Gas Control

Measurement

Billing

Transportation Management

**TIGER** has the most current technology regarding the natural gas industry. We have on-line services that give up-to-the-minute information regarding the Natural Gas Futures Board, including the history of prices and trends for the last five years. Also, weather satellite and radar images aid in forecasting for our customers.

**TIGER's** complex natural gas supply and transportation portfolio gives the customer extremely reliable service while minimizing its costs. **TIGER** has access to a vast gas portfolio, giving the customer the dependability and reliability, they need. Its employees not only have the knowledge but the skills and abilities to purchase the gas, schedule and nominate the gas on various pipelines and ensure the LDC delivers the right volume and invoices for it correctly. All of which is easier said than done.

**TIGER** provides daily volumes by facility with all invoices. We can also provide this information in an Excel Spreadsheet.

Savings analysis can be provided on a quarterly basis.

**TIGER's** invoices give a line by line of all charges stated by facility.

**TIGER** can also invoice electronically (EDT) per the City and County's needs.

*Customer Service is provided locally.*

**ANTHONY L. CIANFLONE**  
**Director, Rocky Mountain Operations**

Mr. Cianflone oversees the entire Rocky Mountain Region's operation, including gas supply, gas control –scheduling and nominations, marketing and contract management, and invoicing. He reports directly to Lori Nalley, Owner/President of Tiger Natural Gas, Inc. He has over thirty-six years of experience in the Natural Gas Marketing industry. He has been the Rocky Mountain Director at Tiger for almost 16 years. Prior to Tiger he held various management positions at Western Natural Gas and Transmission Company, Hadson Energy, HS Resources, Platte River Power, Aurora Natural Gas, Enserco Energy, and Public Service Company of Colorado. Mr. Cianflone a licensed Professional Engineer in the State of Colorado since 1984, holds degrees in Architectural Engineering - Construction Management from the University of Colorado and a MBA - Marketing also from the University of Colorado.

In addition, the following personnel are also a part of the Colorado Team

Anthony Cianflone – Director, Rocky Mountains 303-665-8561 Ext 1

[anthonyc.tiger@yahoo.com](mailto:anthonyc.tiger@yahoo.com)

Brian Davisson – Marketing Representative 303-665-8561 Ext 2 [briand.tiger@yahoo.com](mailto:briand.tiger@yahoo.com)

Cheryl Brooks – Sr. Gas Scheduler 888-875-6122 Ext 217 [cbrooks@tigernaturalgas.com](mailto:cbrooks@tigernaturalgas.com)

Todd Campbell – Director Gas Supply 888-875-6122 Ext 211

[tcampbell@tigernaturalgas.com](mailto:tcampbell@tigernaturalgas.com)

Anita Cartwright – Director Accounting Operations 888-875-6122 Ext 225

[acartwright@tigernaturalgas.com](mailto:acartwright@tigernaturalgas.com)

24 Hour Service 888-875-6122 Ext 4



# “CONFIDENTIAL”

## References

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Scope of Services Response Form

**Scenario 1:** Assume single meter with a monthly usage of 500 decatherms (assume TFL and Peak Day Quantity of 20dth). Also, include cost/refund for overages and underages, assume 200 dekatherms over and under. Use the Northwest Pipeline Corp. Rocky Mountains Index Price for January 3, 2020 for all calculations. (Reference Section 4.2, Item "N", "O", and "P")

List/Describe all Xcel pass through charges	Price per-dth	Cost Overages	Cost Underages
METER CHARGE 1X \$89.42	\$ 89.42		
CAPACITY CHARGE \$8.3828 X 20 PDQ	\$ 167.65		
TRANSPORT CHARGE \$.7323 X 500 DTH	\$ 366.15		
TOTAL Xcel	\$ 623.22		
List/Describe all 3rd party service/commodity charges	Price per dth	Cost Overages	Cost Underages
COMMODITY CHARGE 500 DTH	\$ 1.80		
TOTAL 3rd Party	\$ 900.00		
GRAND TOTAL	\$ 1,523.22		

## Additional Information:

ALL GAS USED IS PRICED AT THE FIRST OF THE MONTH PRICE (FULL REQUIREMENTS).  
THERE IS NO OVER/UNDER ADJUSTMENTS.



### Scope of Services Response Form

**Scenario 2:** Assume single meter with a monthly usage of 1,000 dekatherms (assume TFL and Peak Day Quantity of 40dth). Also, include cost/refund for overages and underages, assume 200 dekatherms over and under. Use the Northwest Pipeline Corp. Rocky Mountains Index Price for January 13, 2020 for all calculations. (Reference Section 4.2, Item "N", "O", and "P")

List/Describe all Xcel pass through charges	Price per dth	Cost Overages	Cost Underages
METER CHARGE 1 Y. \$89.42	\$ 89.42		
CAPACITY CHARGE \$8.3928 x 40 PDQ	\$ 335.31		
TRANSPORT CHARGE \$.7323 x 1,000 DTH	\$ 732.30		
TOTAL Xcel	\$ 1,157.03		
List/Describe all 3rd party service/commodity charges	Price per dth	Cost Overages	Cost Underages
COMMODITY CHARGE 1,000 DTH	\$ 1.80		
TOTAL 3rd Party	\$ 1,800.00		
GRAND TOTAL	\$ 2,957.03		
Additional Information:			

### Scope of Services Response Form

**Scenario 3:** Assume single meter with a monthly usage of 1,500 decatherms (assume TFL and Peak Day Quantity of 50dth). Also, include cost/refund for overages and underages, assume 200 dekatherms over and under. Use the Northwest Pipeline Corp. Rocky Mountains Index Price for January 13, 2020 for all calculations. (Reference Section 4.2, Item "N", "O", and "P")

List/Describe all Xcel pass through charges	Price per-dth	Cost Overages	Cost Underages
METER CHARGE 1 X \$89.42	\$ 89.42		
CAPACITY CHARGE \$8.3828 X 50 PDQ	\$ 419.14		
TRANSPORT CHARGE \$ .7323 X 1,500 DTH	\$ 1,098.45		
TOTAL Xcel	\$ 1,607.01		
List/Describe all 3rd party service/commodity charges	Price per dth	Cost Overages	Cost Underages
COMMODITY CHARGE 1,500 DTH	\$ 1.80		
TOTAL 3rd Party	\$ 2,700.00		
GRAND TOTAL	\$ 4,307.01		

Additional Information:



## Scope of Services Response Form

**Scenario 4:** Assume single meter with a monthly usage of 2,000 decatherms (assume TFL and Peak Day Quantity of 70dth). Also, include cost/refund for overages and underages, assume 200 dekatherms over and under. Use the Northwest Pipeline Corp. Rocky Mountains Index Price for January 3, 2020 for all calculations. (Reference Section 4.2, Item "N", "O", and "P")

List/Describe all Xcel pass through charges	Price per-dth	Cost Overages	Cost Underages
METER CHARGE 1 X \$89.42	\$ 89.42		
CAPACITY CHARGE \$8.3829 X 70 PDR	\$ 586.79		
TRANSPORT CHARGE \$ .7323 X 2,000 DTH	\$ 1,464.60		
TOTAL Xcel	\$ 2,140.81		
List/Describe all 3rd party service/commodity charges	Price per dth	Cost Overages	Cost Underages
COMMODITY CHARGE 2,000 DTH	\$ 1.80		
TOTAL 3rd Party	\$ 3,600.00		
GRAND TOTAL	\$ 5,740.81		
Additional Information:			

**SECTION 6.0: SOLICITATION RESPONSE FORM**  
**RFP-4740-20-DH 3rd Party Natural Gas Services for City of Grand Junction**

*Offeror must submit entire Form completed, dated and signed.*

-----  
*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (90) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of   —   percent of the net dollar will be offered to the Owner if the invoice is paid within   —   days after the receipt of the invoice. Payment Terms NET 20

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received:   1  .

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

TIGER NATURAL GAS INC.  
Company Name – (Typed or Printed)

  
Authorized Agent Signature

4770 BASELINE RD #390  
Address of Offeror

BOULDER, CO 80303  
City, State, and Zip Code

ANTHONY L CIANFLONE  
Authorized Agent – (Typed or Printed)

303-665-8561  
Phone Number  
acianflone@tiger-naturalgas.com

anthonyc-tigr@y9400.com  
E-mail Address of Agent

1/31/2020  
Date



## Base Contract for Sale and Purchase of Natural Gas

This Base Contract is entered into as of the following date: March 3, 2020. The parties to this Base Contract are the following:

Seller: TIGER, INC. and  
Address: P.O. BOX 702437 TULSA, OK 74170  
Duns Number: 78-272-4819  
Contract Number:  
U.S. Federal Tax ID Number: 73-1612450

Buyer: City of Grand Junction  
Address: 2553 Riverside Pkwy, Grand Junction, CO 81501  
Duns Number:  
Contract Number:  
U.S. Federal Tax ID Number:

**Notices:**

TIGER, INC. 4770 Baseline Rd., Suite 390 Boulder, CO 80303  
Attn: Anthony Cianflone e-mail [anthonyc.tiger@yahoo.com](mailto:anthonyc.tiger@yahoo.com)  
Phone: 303-665-8561 Fax: 303-665-8428

**Notices:**

Attn: Jim Stavast e-mail: [jimst@gicity.org](mailto:jimst@gicity.org)  
Phone: 970-244-1569 Fax: -

**Confirmations:**

TIGER, INC.  
Attn: ANTHONY L. CIANFLONE  
Phone: 303-665-8561 Fax: 303-665-8428

**Confirmations:**

Attn: Jim Stavast e-mail: [jimst@gicity.org](mailto:jimst@gicity.org)  
Phone: 970-244-1569 Fax: - -

**Invoices and Payments:**

TIGER, INC.  
Attn: DEPARTMENT 2192  
TULSA, OK 74182  
Phone: 918 491-6998 Fax: 918 491-6659

**Invoices and Payments:**

Attn: Jim Stavast e-mail: [jimst@gicity.org](mailto:jimst@gicity.org)  
Phone: 970-244-1569 Fax: - -

**Wire Transfer or ACH Numbers (if applicable):**

BANK: BANK OF OKLAHOMA  
ABA: 103900036  
ACCT: 208357351  
Other Details: For Credit to the Account of Tiger, Inc.

BANK:  
ABA:  
ACCT:  
Other Details:

This Base Contract incorporates by reference for all purposes the General Terms and Conditions for Sale and Purchase of Natural Gas published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. **Select only one box from each section:**

<b>Section 1.2</b> Transaction Procedure	<input type="checkbox"/> Oral (default) <input checked="" type="checkbox"/> Written	<b>Section 7.2</b> Payment Date	<input type="checkbox"/> 25 <sup>th</sup> Day of Month following Month of delivery (default) <input checked="" type="checkbox"/> 30 <sup>th</sup> Day of Month following Month of delivery
<b>Section 2.5</b> Confirm Deadline	<input type="checkbox"/> 2 Business Days after receipt (default) <input checked="" type="checkbox"/> 5 Business Days after receipt	<b>Section 7.2</b> Method of Payment	<input type="checkbox"/> Wire transfer (default) <input type="checkbox"/> Automated Clearinghouse Credit (ACH) <input checked="" type="checkbox"/> Check
<b>Section 2.6</b> Confirming Party	<input checked="" type="checkbox"/> Seller (default) <input type="checkbox"/> Buyer <input type="checkbox"/> _____	<b>Section 7.7</b> Netting	<input type="checkbox"/> Netting applies (default) <input checked="" type="checkbox"/> Netting does not apply
<b>Section 3.2</b> Performance Obligation	<input type="checkbox"/> Cover Standard (default) <input checked="" type="checkbox"/> Spot Price Standard	<b>Section 10.3.1</b> Early Termination Damages	<input checked="" type="checkbox"/> Early Termination Damages Apply (default) <input type="checkbox"/> Early Termination Damages Do Not Apply
<b>Note: The following Spot Price Publication applies to both of the immediately preceding.</b>		<b>Section 10.3.2</b> Other Agreement Setoffs	<input checked="" type="checkbox"/> Other Agreement Setoffs Apply (default) <input type="checkbox"/> Other Agreement Setoffs Do Not Apply
<b>Section 2.26</b> Spot Price Publication	<input type="checkbox"/> Gas Daily Midpoint (default) <input type="checkbox"/> _____	<b>Section 14.5</b> Choice Of Law	<u>Colorado</u> , Mesa County
<b>Section 6</b> Taxes	<input checked="" type="checkbox"/> Buyer Pays at and After Delivery Point (default) <input type="checkbox"/> Seller Pays Before and At Delivery Point	<b>Section 14.10</b> Confidentiality	<input checked="" type="checkbox"/> Confidentiality applies (default) <input type="checkbox"/> Confidentiality does not apply
<input type="checkbox"/> Special Provisions Number of sheets attached:			
<input checked="" type="checkbox"/> Addendum(s): <u>Per Attached</u>			

IN WITNESS WHEREOF, the parties hereto have executed this Base Contract in duplicate.

DocuSigned by:  
**TIGER, INC.**  
Seller By: Jonathan Burris  
Name: Jonathan Burris  
Title: EVP

DocuSigned by:  
**City of Grand Junction**  
Buyer By: Duane Hoff Jr., Senior Buyer - City of Grand Junction  
Name: Duane Hoff Jr., Senior Buyer - City of Grand Junction  
Title: Sr. Buyer



## General Terms and Conditions

### Base Contract for Sale and Purchase of Natural Gas

#### SECTION 1. PURPOSE AND PROCEDURES

1.1. These General Terms and Conditions are intended to facilitate purchase and sale transactions of Gas on a Firm or Interruptible basis. "Buyer" refers to the party receiving Gas and "Seller" refers to the party delivering Gas. The entire agreement between the parties shall be the Contract as defined in Section 2.7.

The parties have selected either the "Oral Transaction Procedure" or the "Written Transaction Procedure" as indicated on the Base Contract.

##### Oral Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Any Gas purchase and sale transaction may be effectuated in an EDI transmission or telephone conversation with the offer and acceptance constituting the agreement of the parties. The parties shall be legally bound from the time they so agree to transaction terms and may each rely thereon. Any such transaction shall be considered a "writing" and to have been "signed". Notwithstanding the foregoing sentence, the parties agree that Confirming Party shall, and the other party may, confirm a telephonic transaction by sending the other party a Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means within three Business Days of a transaction covered by this Section 1.2 (Oral Transaction Procedure) provided that the failure to send a Transaction Confirmation shall not invalidate the oral agreement of the parties. Confirming Party adopts its confirming letterhead, or the like, as its signature on any Transaction Confirmation as the identification and authentication of Confirming Party. If the Transaction Confirmation contains any provisions other than those relating to the commercial terms of the transaction (i.e., price, quantity, performance obligation, delivery point, period of delivery and/or transportation conditions), which modify or supplement the Base Contract or General Terms and Conditions of this Contract (e.g., arbitration or additional representations and warranties), such provisions shall not be deemed to be accepted pursuant to Section 1.3 but must be expressly agreed to by both parties; provided that the foregoing shall not invalidate any transaction agreed to by the parties.

##### Written Transaction Procedure:

1.2. The parties will use the following Transaction Confirmation procedure. Should the parties come to an agreement regarding a Gas purchase and sale transaction for a particular Delivery Period, the Confirming Party shall, and the other party may, record that agreement on a Transaction Confirmation and communicate such Transaction Confirmation by facsimile, EDI or mutually agreeable electronic means, to the other party by the close of the Business Day following the date of agreement. The parties acknowledge that their agreement will not be binding until the exchange of nonconflicting Transaction Confirmations or the passage of the Confirm Deadline without objection from the receiving party, as provided in Section 1.3.

1.3. If a sending party's Transaction Confirmation is materially different from the receiving party's understanding of the agreement referred to in Section 1.2, such receiving party shall notify the sending party via facsimile, EDI or mutually agreeable electronic means by the Confirm Deadline, unless such receiving party has previously sent a Transaction Confirmation to the sending party. The failure of the receiving party to so notify the sending party in writing by the Confirm Deadline constitutes the receiving party's agreement to the terms of the transaction described in the sending party's Transaction Confirmation. If there are any material differences between timely sent Transaction Confirmations governing the same transaction, then neither Transaction Confirmation shall be binding until or unless such differences are resolved including the use of any evidence that clearly resolves the differences in the Transaction Confirmations. In the event of a conflict among the terms of (i) a binding Transaction Confirmation pursuant to Section 1.2, (ii) the oral agreement of the parties which may be evidenced by a recorded conversation, where the parties have selected the Oral Transaction Procedure of the Base Contract, (iii) the Base Contract, and (iv) these General Terms and Conditions, the terms of the documents shall govern in the priority listed in this sentence.

1.4. The parties agree that each party may electronically record all telephone conversations with respect to this Contract between their respective employees, without any special or further notice to the other party. Each party shall obtain any necessary consent of its agents and employees to such recording. Where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, the parties agree not to contest the validity or enforceability of telephonic recordings entered into in accordance with the requirements of this Base Contract. However, nothing herein shall be construed as a waiver of any objection to the admissibility of such evidence.

#### SECTION 2. DEFINITIONS

The terms set forth below shall have the meaning ascribed to them below. Other terms are also defined elsewhere in the Contract and shall have the meanings ascribed to them herein.

2.1. "Alternative Damages" shall mean such damages, expressed in dollars or dollars per MMBtu, as the parties shall agree upon in the Transaction Confirmation, in the event either Seller or Buyer fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer.

2.2. "Base Contract" shall mean a contract executed by the parties that incorporates these General Terms and Conditions by reference; that specifies the agreed selections of provisions contained herein; and that sets forth other information required herein and any Special Provisions and addendum(s) as identified on page one.

2.3. "British thermal unit" or "Btu" shall mean the International BTU, which is also called the Btu (IT).



- 2.4. "Business Day" shall mean any day except Saturday, Sunday or Federal Reserve Bank holidays.
- 2.5. "Confirm Deadline" shall mean 5:00 p.m. in the receiving party's time zone on the second Business Day following the Day a Transaction Confirmation is received or, if applicable, on the Business Day agreed to by the parties in the Base Contract; provided, if the Transaction Confirmation is time stamped after 5:00 p.m. in the receiving party's time zone, it shall be deemed received at the opening of the next Business Day.
- 2.6. "Confirming Party" shall mean the party designated in the Base Contract to prepare and forward Transaction Confirmations to the other party.
- 2.7. "Contract" shall mean the legally-binding relationship established by (i) the Base Contract, (ii) any and all binding Transaction Confirmations and (iii) where the parties have selected the Oral Transaction Procedure in Section 1.2 of the Base Contract, any and all transactions that the parties have entered into through an EDI transmission or by telephone, but that have not been confirmed in a binding Transaction Confirmation.
- 2.8. "Contract Price" shall mean the amount expressed in U.S. Dollars per MMBtu to be paid by Buyer to Seller for the purchase of Gas as agreed to by the parties in a transaction.
- 2.9. "Contract Quantity" shall mean the quantity of Gas to be delivered and taken as agreed to by the parties in a transaction.
- 2.10. "Cover Standard", as referred to in Section 3.2, shall mean that if there is an unexcused failure to take or deliver any quantity of Gas pursuant to this Contract, then the performing party shall use commercially reasonable efforts to (i) if Buyer is the performing party, obtain Gas, (or an alternate fuel if elected by Buyer and replacement Gas is not available), or (ii) if Seller is the performing party, sell Gas, in either case, at a price reasonable for the delivery or production area, as applicable, consistent with: the amount of notice provided by the nonperforming party; the immediacy of the Buyer's Gas consumption needs or Seller's Gas sales requirements, as applicable; the quantities involved; and the anticipated length of failure by the nonperforming party.
- 2.11. "Credit Support Obligation(s)" shall mean any obligation(s) to provide or establish credit support for, or on behalf of, a party to this Contract such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature.
- 2.12. "Day" shall mean a period of 24 consecutive hours, coextensive with a "day" as defined by the Receiving Transporter in a particular transaction.
- 2.13. "Delivery Period" shall be the period during which deliveries are to be made as agreed to by the parties in a transaction.
- 2.14. "Delivery Point(s)" shall mean such point(s) as are agreed to by the parties in a transaction.
- 2.15. "EDI" shall mean an electronic data interchange pursuant to an agreement entered into by the parties, specifically relating to the communication of Transaction Confirmations under this Contract.
- 2.16. "EFP" shall mean the purchase, sale or exchange of natural Gas as the "physical" side of an exchange for physical transaction involving gas futures contracts. EFP shall incorporate the meaning and remedies of "Firm", provided that a party's excuse for nonperformance of its obligations to deliver or receive Gas will be governed by the rules of the relevant futures exchange regulated under the Commodity Exchange Act.
- 2.17. "Firm" shall mean that either party may interrupt its performance without liability only to the extent that such performance is prevented for reasons of Force Majeure; provided, however, that during Force Majeure interruptions, the party invoking Force Majeure may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by the Transporter.
- 2.18. "Gas" shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.19. "Imbalance Charges" shall mean any fees, penalties, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter's balance and/or nomination requirements.
- 2.20. "Interruptible" shall mean that either party may interrupt its performance at any time for any reason, whether or not caused by an event of Force Majeure, with no liability, except such interrupting party may be responsible for any Imbalance Charges as set forth in Section 4.3 related to its interruption after the nomination is made to the Transporter and until the change in deliveries and/or receipts is confirmed by Transporter.
- 2.21. "MMBtu" shall mean one million British thermal units, which is equivalent to one dekatherm.
- 2.22. "Month" shall mean the period beginning on the first Day of the calendar month and ending immediately prior to the commencement of the first Day of the next calendar month.
- 2.23. "Payment Date" shall mean a date, as indicated on the Base Contract, on or before which payment is due Seller for Gas received by Buyer in the previous Month.
- 2.24. "Receiving Transporter" shall mean the Transporter receiving Gas at a Delivery Point, or absent such receiving Transporter, the Transporter delivering Gas at a Delivery Point.
- 2.25. "Scheduled Gas" shall mean the quantity of Gas confirmed by Transporter(s) for movement, transportation or management.
- 2.26. "Spot Price" as referred to in Section 3.2 shall mean the price listed in the publication indicated on the Base Contract, under the listing applicable to the geographic location closest in proximity to the Delivery Point(s) for the relevant Day; provided, if there is no



single price published for such location for such Day, but there is published a range of prices, then the Spot Price shall be the average of such high and low prices. If no price or range of prices is published for such Day, then the Spot Price shall be the average of the following: (i) the price (determined as stated above) for the first Day for which a price or range of prices is published that next precedes the relevant Day; and (ii) the price (determined as stated above) for the first Day for which a price or range of prices is published that next follows the relevant Day.

2.27. "Transaction Confirmation" shall mean a document, similar to the form of Exhibit A, setting forth the terms of a transaction formed pursuant to Section 1 for a particular Delivery Period.

2.28. "Termination Option" shall mean the option of either party to terminate a transaction in the event that the other party fails to perform a Firm obligation to deliver Gas in the case of Seller or to receive Gas in the case of Buyer for a designated number of days during a period as specified on the applicable Transaction Confirmation.

2.29. "Transporter(s)" shall mean all Gas gathering or pipeline companies, or local distribution companies, acting in the capacity of a transporter, transporting Gas for Seller or Buyer upstream or downstream, respectively, of the Delivery Point pursuant to a particular transaction.

### SECTION 3. PERFORMANCE OBLIGATION

3.1. Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the Contract Quantity for a particular transaction in accordance with the terms of the Contract. Sales and purchases will be on a Firm or interruptible basis, as agreed to by the parties in a transaction.

The parties have selected either the "Cover Standard" or the "Spot Price Standard" as indicated on the Base Contract.

#### Cover Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the positive difference, if any, between the purchase price paid by Buyer utilizing the Cover Standard and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller for such Day(s); or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in the amount equal to the positive difference, if any, between the Contract Price and the price received by Seller utilizing the Cover Standard for the resale of such Gas, adjusted for commercially reasonable differences in transportation costs to or from the Delivery Point(s), multiplied by the difference between the Contract Quantity and the quantity actually taken by Buyer for such Day(s); or (iii) in the event that Buyer has used commercially reasonable efforts to replace the Gas or Seller has used commercially reasonable efforts to sell the Gas to a third party, and no such replacement or sale is available, then the sole and exclusive remedy of the performing party shall be any unfavorable difference between the Contract Price and the Spot Price, adjusted for such transportation to the applicable Delivery Point, multiplied by the difference between the Contract Quantity and the quantity actually delivered by Seller and received by Buyer for such Day(s). Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

#### Spot Price Standard:

3.2. The sole and exclusive remedy of the parties in the event of a breach of a Firm obligation to deliver or receive Gas shall be recovery of the following: (i) in the event of a breach by Seller on any Day(s), payment by Seller to Buyer in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the Contract Price from the Spot Price; or (ii) in the event of a breach by Buyer on any Day(s), payment by Buyer to Seller in an amount equal to the difference between the Contract Quantity and the actual quantity delivered by Seller and received by Buyer for such Day(s), multiplied by the positive difference, if any, obtained by subtracting the applicable Spot Price from the Contract Price. Imbalance Charges shall not be recovered under this Section 3.2, but Seller and/or Buyer shall be responsible for Imbalance Charges, if any, as provided in Section 4.3. The amount of such unfavorable difference shall be payable five Business Days after presentation of the performing party's invoice, which shall set forth the basis upon which such amount was calculated.

3.3. Notwithstanding Section 3.2, the parties may agree to Alternative Damages in a Transaction Confirmation executed in writing by both parties.

3.4. In addition to Sections 3.2 and 3.3, the parties may provide for a Termination Option in a Transaction Confirmation executed in writing by both parties. The Transaction Confirmation containing the Termination Option will designate the length of nonperformance triggering the Termination Option and the procedures for exercise thereof, how damages for nonperformance will be compensated, and how liquidation costs will be calculated.

### SECTION 4. TRANSPORTATION, NOMINATIONS, AND IMBALANCES

4.1. Seller shall have the sole responsibility for transporting the Gas to the Delivery Point(s). Buyer shall have the sole responsibility for transporting the Gas from the Delivery Point(s).

4.2. The parties shall coordinate their nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). Each party shall give the other party timely prior Notice, sufficient to meet the requirements of all Transporter(s) involved in the transaction, of the



quantities of Gas to be delivered and purchased each Day. Should either party become aware that actual deliveries at the Delivery Point(s) are greater or lesser than the Scheduled Gas, such party shall promptly notify the other party.

4.3. The parties shall use commercially reasonable efforts to avoid imposition of any Imbalance Charges. If Buyer or Seller receives an invoice from a Transporter that includes Imbalance Charges, the parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Buyer's receipt of quantities of Gas greater than or less than the Scheduled Gas, then Buyer shall pay for such Imbalance Charges or reimburse Seller for such Imbalance Charges paid by Seller. If the Imbalance Charges were incurred as a result of Seller's delivery of quantities of Gas greater than or less than the Scheduled Gas, then Seller shall pay for such Imbalance Charges or reimburse Buyer for such Imbalance Charges paid by Buyer.

## SECTION 5. QUALITY AND MEASUREMENT

All Gas delivered by Seller shall meet the pressure, quality and heat content requirements of the Receiving Transporter. The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter.

## SECTION 6. TAXES

The parties have selected either "Buyer Pays At and After Delivery Point" or "Seller Pays Before and At Delivery Point" as indicated on the Base Contract.

### Buyer Pays At and After Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas at the Delivery Point(s) and all Taxes after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

### Seller Pays Before and At Delivery Point:

Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point(s) and all Taxes at the Delivery Point(s). Buyer shall pay or cause to be paid all Taxes on or with respect to the Gas after the Delivery Point(s). If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. Any party entitled to an exemption from any such Taxes or charges shall furnish the other party any necessary documentation thereof.

## SECTION 7. BILLING, PAYMENT, AND AUDIT

7.1. Seller shall invoice Buyer for Gas delivered and received in the preceding Month and for any other applicable charges, providing supporting documentation acceptable in industry practice to support the amount charged. If the actual quantity delivered is not known by the billing date, billing will be prepared based on the quantity of Scheduled Gas. The invoiced quantity will then be adjusted to the actual quantity on the following Month's billing or as soon thereafter as actual delivery information is available.

7.2. Buyer shall remit the amount due under Section 7.1 in the manner specified in the Base Contract, in immediately available funds, on or before the later of the Payment Date or 10 Days after receipt of the invoice by Buyer; provided that if the Payment Date is not a Business Day, payment is due on the next Business Day following that date. In the event any payments are due Buyer hereunder, payment to Buyer shall be made in accordance with this Section 7.2.

7.3. In the event payments become due pursuant to Sections 3.2 or 3.3, the performing party may submit an invoice to the nonperforming party for an accelerated payment setting forth the basis upon which the invoiced amount was calculated. Payment from the nonperforming party will be due five Business Days after receipt of invoice.

7.4. If the invoiced party, in good faith, disputes the amount of any such invoice or any part thereof, such invoiced party will pay such amount as it concedes to be correct; provided, however, if the invoiced party disputes the amount due, it must provide supporting documentation acceptable in industry practice to support the amount paid or disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

7.5. If the invoiced party fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

7.6. A party shall have the right, at its own expense, upon reasonable Notice and at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Contract. This right to examine, audit, and to obtain copies shall not be available with respect to proprietary information not directly relevant to transactions under this Contract. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under- or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two years after the Month of Gas delivery. All retroactive adjustments under Section 7 shall be paid in full by the party owing payment within 30 Days of Notice and substantiation of such inaccuracy.

7.7. Unless the parties have elected on the Base Contract not to make this Section 7.7 applicable to this Contract, the parties shall net all undisputed amounts due and owing, and/or past due, arising under the Contract such that the party owing the greater amount shall make a single payment of the net amount to the other party in accordance with Section 7; provided that no payment required to be



made pursuant to the terms of any Credit Support Obligation or pursuant to Section 7.3 shall be subject to netting under this Section. If the parties have executed a separate netting agreement, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 8. TITLE, WARRANTY, AND INDEMNITY

8.1. Unless otherwise specifically agreed, title to the Gas shall pass from Seller to Buyer at the Delivery Point(s). Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the specified Delivery Point(s). Buyer shall have responsibility for and any liability with respect to said Gas after its delivery to Buyer at the Delivery Point(s).

8.2. Seller warrants that it will have the right to convey and will transfer good and merchantable title to all Gas sold hereunder and delivered by it to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 8.2 AND IN SECTION 14.8, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, ARE DISCLAIMED.

8.3. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury or property damage from said Gas or other charges thereon which attach after title passes to Buyer.

8.4. Notwithstanding the other provisions of this Section 8, as between Seller and Buyer, Seller will be liable for all Claims to the extent that such arise from the failure of Gas delivered by Seller to meet the quality requirements of Section 5.

## SECTION 9. NOTICES

9.1. All Transaction Confirmations, invoices, payments and other communications made pursuant to the Base Contract ("Notices") shall be made to the addresses specified in writing by the respective parties from time to time.

9.2. All Notices required hereunder may be sent by facsimile or mutually acceptable electronic means, a nationally recognized overnight courier service, first class mail or hand delivered.

9.3. Notice shall be given when received on a Business Day by the addressee. In the absence of proof of the actual receipt date, the following presumptions will apply. Notices sent by facsimile shall be deemed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day. Notice by overnight mail or courier shall be deemed to have been received on the next Business Day after it was sent or such earlier time as is confirmed by the receiving party. Notice via first class mail shall be considered delivered five Business Days after mailing.

## SECTION 10. FINANCIAL RESPONSIBILITY

10.1. If either party ("X") has reasonable grounds for insecurity regarding the performance of any obligation under this Contract (whether or not then due) by the other party ("Y") (including, without limitation, the occurrence of a material change in the creditworthiness of Y), X may demand Adequate Assurance of Performance. "Adequate Assurance of Performance" shall mean sufficient security in the form, amount and for the term reasonably acceptable to X, including, but not limited to, a standby irrevocable letter of credit, a prepayment, a security interest in an asset or a performance bond or guaranty (including the issuer of any such security).

10.2. In the event (each an "Event of Default") either party (the "Defaulting Party") or its guarantor shall: (i) make an assignment or any general arrangement for the benefit of creditors; (ii) file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; (iii) otherwise become bankrupt or insolvent (however evidenced); (iv) be unable to pay its debts as they fall due; (v) have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (vi) fail to perform any obligation to the other party with respect to any Credit Support Obligations relating to the Contract; (vii) fail to give Adequate Assurance of Performance under Section 10.1 within 48 hours but at least one Business Day of a written request by the other party; or (viii) not have paid any amount due the other party hereunder on or before the second Business Day following written Notice that such payment is due; then the other party (the "Non-Defaulting Party") shall have the right, at its sole election, to immediately withhold and/or suspend deliveries or payments upon Notice and/or to terminate and liquidate the transactions under the Contract, in the manner provided in Section 10.3, in addition to any and all other remedies available hereunder.

10.3. If an Event of Default has occurred and is continuing, the Non-Defaulting Party shall have the right, by Notice to the Defaulting Party, to designate a Day, no earlier than the Day such Notice is given and no later than 20 Days after such Notice is given, as an early termination date (the "Early Termination Date") for the liquidation and termination pursuant to Section 10.3.1 of all transactions under the Contract, each a "Terminated Transaction". On the Early Termination Date, all transactions will terminate, other than those transactions, if any, that may not be liquidated and terminated under applicable law or that are, in the reasonable opinion of the Non-Defaulting Party, commercially impracticable to liquidate and terminate ("Excluded Transactions"), which Excluded Transactions must be liquidated and terminated as soon thereafter as is reasonably practicable, and upon termination shall be a Terminated Transaction



and be valued consistent with Section 10.3.1 below. With respect to each Excluded Transaction, its actual termination date shall be the Early Termination Date for purposes of Section 10.3.1.

The parties have selected either "Early Termination Damages Apply" or "Early Termination Damages Do Not Apply" as indicated on the Base Contract.

**Early Termination Damages Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, (i) the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract and (ii) the Market Value, as defined below, of each Terminated Transaction. The Non-Defaulting Party shall (x) liquidate and accelerate each Terminated Transaction at its Market Value, so that each amount equal to the difference between such Market Value and the Contract Value, as defined below, of such Terminated Transaction(s) shall be due to the Buyer under the Terminated Transaction(s) if such Market Value exceeds the Contract Value and to the Seller if the opposite is the case; and (y) where appropriate, discount each amount then due under clause (x) above to present value in a commercially reasonable manner as of the Early Termination Date (to take account of the period between the date of liquidation and the date on which such amount would have otherwise been due pursuant to the relevant Terminated Transactions).

For purposes of this Section 10.3.1, "Contract Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the Contract Price, and "Market Value" means the amount of Gas remaining to be delivered or purchased under a transaction multiplied by the market price for a similar transaction at the Delivery Point determined by the Non-Defaulting Party in a commercially reasonable manner. To ascertain the Market Value, the Non-Defaulting Party may consider, among other valuations, any or all of the settlement prices of NYMEX Gas futures contracts, quotations from leading dealers in energy swap contracts or physical gas trading markets, similar sales or purchases and any other bona fide third-party offers, all adjusted for the length of the term and differences in transportation costs. A party shall not be required to enter into a replacement transaction(s) in order to determine the Market Value. Any extension(s) of the term of a transaction to which parties are not bound as of the Early Termination Date (including but not limited to "evergreen provisions") shall not be considered in determining Contract Values and Market Values. For the avoidance of doubt, any option pursuant to which one party has the right to extend the term of a transaction shall be considered in determining Contract Values and Market Values. The rate of interest used in calculating net present value shall be determined by the Non-Defaulting Party in a commercially reasonable manner.

**Early Termination Damages Do Not Apply:**

10.3.1. As of the Early Termination Date, the Non-Defaulting Party shall determine, in good faith and in a commercially reasonable manner, the amount owed (whether or not then due) by each party with respect to all Gas delivered and received between the parties under Terminated Transactions and Excluded Transactions on and before the Early Termination Date and all other applicable charges relating to such deliveries and receipts (including without limitation any amounts owed under Section 3.2), for which payment has not yet been made by the party that owes such payment under this Contract.

The parties have selected either "Other Agreement Setoffs Apply" or "Other Agreement Setoffs Do Not Apply" as indicated on the Base Contract.

**Other Agreement Setoffs Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff (i) any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract; or (ii) any Net Settlement Amount payable to the Defaulting Party against any amount(s) payable by the Defaulting Party to the Non-Defaulting Party under any other agreement or arrangement between the parties.

**Other Agreement Setoffs Do Not Apply:**

10.3.2. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the parties under Section 10.3.1, so that all such amounts are netted or aggregated to a single liquidated amount payable by one party to the other (the "Net Settlement Amount"). At its sole option and without prior Notice to the Defaulting Party, the Non-Defaulting Party may setoff any Net Settlement Amount owed to the Non-Defaulting Party against any margin or other collateral held by it in connection with any Credit Support Obligation relating to the Contract.

10.3.3. If any obligation that is to be included in any netting, aggregation or setoff pursuant to Section 10.3.2 is unascertained, the Non-Defaulting Party may in good faith estimate that obligation and net, aggregate or setoff, as applicable, in respect of the estimate, subject to the Non-Defaulting Party accounting to the Defaulting Party when the obligation is ascertained. Any amount not then due which is included in any netting, aggregation or setoff pursuant to Section 10.3.2 shall be discounted to net present value in a commercially reasonable manner determined by the Non-Defaulting Party.

10.4. As soon as practicable after a liquidation, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the Net Settlement Amount, and whether the Net Settlement Amount is due to or due from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount, provided that failure to give such Notice shall not affect



the validity or enforceability of the liquidation or give rise to any claim by the Defaulting Party against the Non-Defaulting Party. The Net Settlement Amount shall be paid by the close of business on the second Business Day following such Notice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the Net Settlement Amount shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under "Money Rates" by The Wall Street Journal, plus two percent per annum; or (ii) the maximum applicable lawful interest rate.

10.5. The parties agree that the transactions hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Buyer and Seller are each "forward contract merchants" within the meaning of the United States Bankruptcy Code.

10.6. The Non-Defaulting Party's remedies under this Section 10 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Early Termination Date. Each party reserves to itself all other rights, setoffs, counterclaims and other defenses that it is or may be entitled to arising from the Contract.

10.7. With respect to this Section 10, if the parties have executed a separate netting agreement with close-out netting provisions, the terms and conditions therein shall prevail to the extent inconsistent herewith.

## SECTION 11. FORCE MAJEURE

11.1. Except with regard to a party's obligation to make payment(s) due under Section 7, Section 10.4, and Imbalance Charges under Section 4, neither party shall be liable to the other for failure to perform a Firm obligation; to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension, as further defined in Section 11.2.

11.2. Force Majeure shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption and/or curtailment of Firm transportation and/or storage by Transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction. Seller and Buyer shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

11.3. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary Firm transportation unless primary, in-path, Firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship, to include, without limitation, Seller's ability to sell Gas at a higher or more advantageous price than the Contract Price, Buyer's ability to purchase Gas at a lower or more advantageous price than the Contract Price, or a regulatory agency disallowing, in whole or in part, the pass through of costs resulting from this Agreement; (iv) the loss of Buyer's market(s) or Buyer's inability to use or resell Gas purchased hereunder, except, in either case, as provided in Section 11.2; or (v) the loss or failure of Seller's gas supply or depletion of reserves, except, in either case, as provided in Section 11.2. The party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

11.4. Notwithstanding anything to the contrary herein, the parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the party experiencing such disturbance.

11.5. The party whose performance is prevented by Force Majeure must provide Notice to the other party. Initial Notice may be given orally; however, written Notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written Notice of Force Majeure to the other party, the affected party will be relieved of its obligation, from the onset of the Force Majeure event, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

11.6. Notwithstanding Sections 11.2 and 11.3, the parties may agree to alternative Force Majeure provisions in a Transaction Confirmation executed in writing by both parties.

## SECTION 12. TERM

This Contract may be terminated on 30 Day's written Notice, but shall remain in effect until the expiration of the latest Delivery Period of any transaction(s). The rights of either party pursuant to Section 7.6 and Section 10, the obligations to make payment hereunder, and the obligation of either party to indemnify the other, pursuant hereto shall survive the termination of the Base Contract or any transaction.

## SECTION 13. LIMITATIONS

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A TRANSACTION, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT



DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

## SECTION 14. MISCELLANEOUS

14.1. This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this Contract, in whole or in part, will be made without the prior written consent of the non-assigning party (and shall not relieve the assigning party from liability hereunder), which consent will not be unreasonably withheld or delayed; provided, either party may (i) transfer, sell, pledge, encumber, or assign this Contract or the accounts, revenues, or proceeds hereof in connection with any financing or other financial arrangements, or (ii) transfer its interest to any parent or affiliate by assignment, merger or otherwise without the prior approval of the other party. Upon any such assignment, transfer and assumption, the transferor shall remain principally liable for and shall not be relieved of or discharged from any obligations hereunder.

14.2. If any provision in this Contract is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract.

14.3. No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach.

14.4. This Contract sets forth all understandings between the parties respecting each transaction subject hereto, and any prior contracts, understandings and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract and any effective transaction(s). This Contract may be amended only by a writing executed by both parties.

14.5. The interpretation and performance of this Contract shall be governed by the laws of the jurisdiction as indicated on the Base Contract, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction.

14.6. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or Gas supply, this Contract or transaction or any provisions thereof.

14.7. There is no third party beneficiary to this Contract.

14.8. Each party to this Contract represents and warrants that it has full and complete authority to enter into and perform this Contract. Each person who executes this Contract on behalf of either party represents and warrants that it has full and complete authority to do so and that such party will be bound thereby.

14.9. The headings and subheadings contained in this Contract are used solely for convenience and do not constitute a part of this Contract between the parties and shall not be used to construe or interpret the provisions of this Contract.

14.10. Unless the parties have elected on the Base Contract not to make this Section 14.10 applicable to this Contract, neither party shall disclose directly or indirectly without the prior written consent of the other party the terms of any transaction to a third party (other than the employees, lenders, royalty owners, counsel, accountants and other agents of the party, or prospective purchasers of all or substantially all of a party's assets or of any rights under this Contract, provided such persons shall have agreed to keep such terms confidential) except (i) in order to comply with any applicable law, order, regulation, or exchange rule, (ii) to the extent necessary for the enforcement of this Contract, (iii) to the extent necessary to implement any transaction, or (iv) to the extent such information is delivered to such third party for the sole purpose of calculating a published index. Each party shall notify the other party of any proceeding of which it is aware which may result in disclosure of the terms of any transaction (other than as permitted hereunder) and use reasonable efforts to prevent or limit the disclosure. The existence of this Contract is not subject to this confidentiality obligation. Subject to Section 13, the parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with this confidentiality obligation. The terms of any transaction hereunder shall be kept confidential by the parties hereto for one year from the expiration of the transaction.

In the event that disclosure is required by a governmental body or applicable law, the party subject to such requirement may disclose the material terms of this Contract to the extent so required, but shall promptly notify the other party, prior to disclosure, and shall cooperate (consistent with the disclosing party's legal obligations) with the other party's efforts to obtain protective orders or similar restraints with respect to such disclosure at the expense of the other party.

14.11 The parties may agree to dispute resolution procedures in Special Provisions attached to the Base Contract or in a Transaction Confirmation executed in writing by both parties.

**DISCLAIMER:** The purposes of this Contract are to facilitate trade, avoid misunderstandings and make more definite the terms of contracts of purchase and sale of natural gas. Further, NAESB does not mandate the use of this Contract by any party. NAESB DISCLAIMS AND EXCLUDES, AND ANY USER OF THIS CONTRACT ACKNOWLEDGES AND AGREES TO NAESB'S DISCLAIMER OF, ANY AND ALL WARRANTIES, CONDITIONS OR REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THIS CONTRACT OR ANY PART THEREOF, INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE (WHETHER OR NOT NAESB KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING. EACH USER OF THIS CONTRACT ALSO AGREES THAT UNDER NO CIRCUMSTANCES WILL NAESB BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY USE OF THIS CONTRACT.



TRANSACTION CONFIRMATION  
FOR IMMEDIATE DELIVERY

EXHIBIT A

**TIGER, INC.**Date: March 3, 2020  
Transaction Confirmation #: 1

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated March 3, 2020. The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

**SELLER:**

**Tiger, Inc.**  
4770 Baseline Rd., Suite 390  
Boulder, CO 80303  
Attn: Anthony L. Cianflone  
Phone: (303) 665-8561 Fax: (303) 665-8428  
Transporter: Public Service of Colorado  
Transporter Contract Number: 116958 Firm

**BUYER:**

**City of Grand Junction**  
2553 Riverside Pkwy  
Grand Junction, CO 81501  
Attn: Jim Stavast e-mail: [jimst@gjcity.org](mailto:jimst@gjcity.org)  
Phone: 970-244-1569  
Transporter: Public Service of Colorado  
Transporter Contract Number: 116958 Firm

**Contract Price: Index Price: Gas Market Report – Northwest-Rockies + \$.05 per Dth**

plus all transport costs on Public Service including fuel loss, service and facility charges, firming capacity charges, back-up sales, transport charges and/or applicable sales taxes and/or franchise fees. Pricing includes all upstream costs.

**Delivery Period: Begin: May 1, 2020 End: April 30, 2021 and year-to-year thereafter based on historical volumes unless cancelled with at least 60 days written notice from one party to the other.**

**Performance Obligation and Contract Quantity: Firm (Fixed Quantity): Baseload Volume per Month in Dths:**

<u>Month</u>	<u>Volume</u>
January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

**Delivery Point(s) Into Public Service Company of Colorado for Ultimate delivery to the facilities listed in Exhibit B.**

**Special Conditions: N/A**

**Seller: Tiger, Inc.**

By: Jonathan Bussis  
EVP  
Date: 3/11/2020 | 10:23 MDT

**Buyer: City of Grand Junction**

By: Duane Hoff Jr., Senior Buyer - City of Grand Junction  
Sr. Buyer  
Date: 3/11/2020 | 12:23 MDT