

REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
NATURAL GAS SUPPLY
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
UNIVERSITY OF MISSOURI – ST. LOUIS
RFB # 18 8006 KS S
OPENING DATE 01/18/2018
TIME: 2:00 PM, CT

Prepared by:

Kevin Summers, Strategic Sourcing Specialist
UM System Supply Chain
University of Missouri-Columbia
2910 Lemone Industrial Blvd
Columbia, MO 65201
summersk@umsystem.edu

Dated: 01/10/2018

NOTICE TO BIDDERS

The Curators of the University of Missouri requests bids for Furnishing and Delivery of Natural Gas Supply at University of Missouri – St. Louis, which will be received by the undersigned at UM System Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 until 2:00 p.m., CT, on January 18, 2018. Submission of pricing requests will be opened and identified starting at 1:05 p.m., CT on January 29, 2018.

The submission process will begin with affirmation of intent to bid, outlined in the following document. All approved suppliers will then receive a separate pricing request with all relevant information needed to submit proposals on the specified date. The winning bid will be awarded shortly after all proposals have been received and evaluated. The estimated timeline for this process is outlined below:

TIMELINE FOR FULL BID PROCESS

1. **Intent to Bid:** RFB is sent out to suppliers for affirmation of intent to bid on 01/10/18
2. **Affirmation of Intent to Bid:** Suppliers must submit by 01/18/18
3. **Pricing Request:** Approved suppliers will receive RFB Pricing Request in order to submit final proposals on 01/22/18. A sample Pricing Request form has been provided.
4. **Submission of Pricing Request:** Final pricing requests are due back on 01/29/18. Pricing must be firm for 72 hours upon receipt.
5. **Contract Award:** University will award the supplier(s) no later than 02/01/18.

The University reserves the right to waive any informality in bids and to reject any or all bids.

THE CURATORS OF THE
UNIVERSITY OF MISSOURI

By: Kevin Summers
Strategic Sourcing Specialist
UM System Supply Chain
University of Missouri-Columbia
2910 Lemone Industrial Blvd
Columbia, MO 65201

Dated: 01/10/2018

REQUIREMENTS FOR INTENT TO BID

The following is a checklist of requirements for submission of intent to bid:

1. Review and agree to MU Detailed Specifications
2. Review and agree to MU General Terms and Conditions
3. Complete the Following Attachments
 - i. Bid Form (Attachment A)
 - ii. Supplier Diversity Participation Form (Attachment B)
 - iii. Supplier Registration Information (Attachment C)
4. Return Attachments via **Section B. Instructions to Bidders. 2.**
5. Attach fully executed NAESB or draft NAESB and Transaction Confirmation.

Submission of Attachments A, B, and C, signifies supplier's intent to bid. With intent to bid, supplier acknowledges you have read all sections of this RFB document, agree to the terms and conditions therein, and are able to meet the detailed specifications of service.

**UNIVERSITY OF MISSOURI
GENERAL TERMS AND CONDITIONS
AND
INSTRUCTIONS TO BIDDERS
REQUEST FOR BID (RFB)**

A. GENERAL TERMS AND CONDITIONS

1. **Purpose:** The purpose of these specifications is to require the furnishing of the highest quality equipment, supplies, material and/or service in accordance with the specifications. These documents, and any subsequent addenda, constitute the complete set of specification requirements and bid response forms.
2. **Governing Laws and Regulations:** Any contract issued as a result of this RFB shall be construed according to the laws of the State of Missouri. Additionally, the contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
3. **Taxes:** The contractor shall assume and pay all taxes and contributions including, but not limited to, State, Federal and Municipal which are payable by virtue of the furnishing and delivery of item(s) specified herein. Materials and services furnished the University are not subject to either Federal Excise Taxes or Missouri Sales Tax.
4. **Sovereign Immunity:** The Curators of the University of Missouri, due to its status as a state entity and its entitlement to sovereign immunity, is unable to accept contract provisions, which require The Curators to indemnify another party (537.600, RSMo). Any indemnity language in proposed terms and conditions will be modified to conform to language that The Curators are able to accept.
5. **Preference for Missouri Firms:** In accordance with University policy, preference shall be given to Missouri products, materials, services and firms when the goods or services to be provided are equally or better suited for the intended purpose and can be obtained without additional cost. Firms are considered "Missouri firms" if they maintain a regular place of business in the State of Missouri.
6. **Equal Opportunity and Non-Discrimination:** In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against any recipients of services, or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. The contractor shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

7. Supplier Diversity Participation

It is the policy of the University of Missouri System to ensure full and equitable economic opportunities to all persons and businesses that compete for business with the University. The University's Supplier Diversity effort reflects that.

Diverse suppliers must be at least 51% owned and controlled by someone in one of the recognized groups (see below). Diverse suppliers should be certified from a recognized certifying agency. These firms can be a sole proprietorship, partnership, joint venture or corporation. Attachment A provides a list of agencies that are recognized as certifying agencies. The definition of what counts as a diverse supplier for the University of Missouri System are: Minority (MBE: African-American, Hispanic, Native-American Asian Indian/Pacific), Women (WBE), Veterans (VBE-Includes Service Disabled) and Disadvantaged Business Enterprises (DBE/SDB). Again, these firms must be certified to be recognized by University of Missouri System Supply Chain (UMSSC).

Second Tier Diverse Supplier Spending and Reporting: The University strongly encourages Supplier Diversity participation in all of its contracts for goods and services. This may be as the primary supplier/contractor for the awarded business. Diverse suppliers can also be used as subcontractors by a majority-owned supplier to fulfill its contract with the University. This is called 2nd Tier spending. There are two ways this can be accomplished:

Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UM contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.

Example: Company A is a prime supplier of office products to UMSSC. Ink pens that are supplied to UMSSC are provided by a minority-owned business. This would be direct 2nd Tier. Dollars that can be tracked and traced to fulfilling the contract.

Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.

Example: Company B spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's overall business revenue. Company B can report \$20,000 to UMSSC as indirect 2nd Tier spending.

The Director of Supplier Diversity and Small Business Development can provide more detail.

Respondents must indicate their Supplier Diversity participation levels committed to this contract on the Supplier Diversity Participation Form included in this RFB (see Attachment B).

Suppliers/contractors will be responsible for reporting diverse supplier participation on an agreed upon timing (e.g., quarterly, annually) when business is awarded.

The University will monitor the contractor/supplier's compliance in meeting the Supplier Diversity participation levels committed to in the awarded proposal. If the

contractor/supplier's payments to participating diverse suppliers are less than the amount committed to in the contract, the University reserves the right to cancel the contract, suspend and/or debar the contractor/supplier from participating in future contracts. The University may retain payments to the contractor/supplier in an amount equal to the value of the Supplier Diversity participation commitment less actual payments made to diverse suppliers.

If a participating diverse supplier does not retain their certification and/or is unable to satisfactorily perform, the contractor/supplier must obtain other certified diverse suppliers, if available, to fulfill the Supplier Diversity participation requirements committed to in the awarded bid. The contractor/supplier must obtain the written approval of the Chief Procurement Officer for any new diverse supplier. Additionally, if the Bidder cannot find another diverse supplier replacement, documentation must be submitted to the Chief Procurement Officer detailing all good faith efforts made to find a replacement. The Chief Procurement Officer shall have sole discretion in determining if the actions taken by the contractor/supplier constitute a good faith effort to secure diverse supplier participation and whether the contract will be amended to change the Supplier Diversity participation commitment.

8. **Applicable Laws and Regulations:** The University serves from time to time as a contractor for the United States government. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated herein by reference.
9. **Appropriation:** The Curators of the University of Missouri is a public corporation and, as such, cannot create an indebtedness in any one year (the fiscal year beginning July 1 to June 30) above what they can pay out of the annual income of said year as set forth in 172.250, RSMo. Therefore, if the University determines it has not received adequate appropriations, budget allocations or income to enable it to meet the terms of this contract, the University reserves the right to cancel this contract with 30 days notice.
10. **Applicable Health Related Laws and Regulations:** If these specifications or any resulting contract involves health care services or products, the Contractor agrees to maintain, and will further assure such compliance by its employees or subcontractors, the confidential nature of all information which may come to Contractor with regard to patients of the University. All services provided pursuant to this contract shall be provided in accordance with all applicable federal and state laws including The Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, sections

261-264 (the Administrative Simplification sections) and the regulations promulgated pursuant thereto and regulations of the Joint Commission on Accreditation of Healthcare Organization and the Health Care Financing Administration.

Bidders understand and agree that the Curators of the University of Missouri, in the operation of the University Hospitals and Clinics, is regulated under federal or state laws with regard to contracting with vendors. The Contractor represents that it is not currently excluded or threatened with exclusion from participating in any federal or state funded health care program, including Medicare and Medicaid. Contractor agrees to notify the University of any imposed exclusions or sanctions covered by this representation.

The University will regularly check the "List of Excluded Individuals/Entities" (LEIE), maintained by the Office of Inspector General, United States Department of Health and Human Services ("OIG") to determine if any Bidders/Respondents have been excluded from participation in federal health care programs, as that term is defined in 42 U.S.C. §1320a-7b(f). The University reserves the sole right to reject any bidders who are excluded by the OIG, who have been debarred by the federal government, or who have otherwise committed any act that could furnish a basis for such exclusion or debarment.

11. **Inventions, Patents, and Copyrights:** The Contractor shall pay for all royalties, license fees, patent or invention rights, or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder. The Contractor shall defend, protect, and hold harmless the University its officers, agents, servants and employees against all suits of law or in equity resulting from patent and or copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

Copyrights for any item developed for the University shall be the property of the University and inure to its benefit and the Contractor shall execute such documents as the University may require for the perfection thereof.

12. **Insurance:** The Contractor shall purchase and maintain such insurance as will protect the Contractor and the University against any and all claims and demands arising from the execution of the contract. Further, when stated in the Detailed Specifications and Special Conditions, the Contractor shall be required to procure and maintain the types and limits of insurance as specified.

13. **Performance Bond/Irrevocable Letter of Credit:** If a performance bond or irrevocable letter of credit is required in the Detailed Specifications and Special Conditions, the Contractor shall furnish to the University, along with their signed contract, a performance bond or unconditional irrevocable letter of credit payable to the Curators of the University of Missouri in the face amount specified in the Detailed Specifications and Special Conditions as surety for faithful performance under the terms and conditions of the contract.

14. **Debarment and Suspension Certification** - The contractor certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with Executive Order 12549 (2/18/86).

B. INSTRUCTIONS TO BIDDERS

1. **Request For Bid (RFB) Document:** Bidders are expected to examine the complete RFB document and all attachments including drawings, specifications, and instructions. Failure to do so is at bidder's risk. It is the bidder's responsibility to ask questions, request changes or clarifications, or otherwise advise the University if any language, specifications or requirements of a RFB appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFB to a single source.

Any and all communications from bidders regarding specifications, requirements, competitive bid process, etc., should be directed to the University buyer of record referenced in this RFB. It is the responsibility of the person or organization communicating the request to ensure that it is received. To guarantee a timely response, such communication should be received at least ten calendar days prior to the bid opening date.

The terms and conditions as distributed by the University or made available on a University website, shall not be modified by anyone submitting a bid. Regardless of any modification to these terms and conditions that may appear in the submitted bid, the original University terms and conditions apply. Any exceptions to the terms and conditions shall be stated clearly and it is at the University's discretion whether the exception shall be accepted or shall invalidate the bid.

The RFB document and any attachments constitute the complete set of specifications and bid response forms. No verbal or written information that is obtained other than through this RFB or its addenda shall be binding on the University. No employee of the University is authorized to interpret any portion of this RFB or give information as to the requirements of the RFB in addition to that contained in or amended to this written RFB document. In case of any doubt or difference of opinion as to the true intent of the RFB, the decision of the University's Chief Procurement Officer shall be final and binding on all parties.

2. **Preparation of Bids:** Intent to bid must be submitted, in **one original and one (1) electronic format (CD or jump drive)**, on the **Intent to Bid forms** accompanying these specifications and must be enclosed in a sealed envelope plainly marked: "Bid for Furnishing and Delivery of Natural Gas Supply" and addressed, mailed and/or delivered to UM system Supply Chain, University of Missouri-Columbia, 2910 Lemone Industrial Blvd, Columbia, MO 65201 ATTN: Kevin Summers, Strategic Sourcing Specialist.

To receive consideration, intent to bid form must be received, at the above address, prior to the bid opening time and date stated in this RFB. Bidders assume full responsibility for the actual delivery of bids during business hours at the specified address.

Unless otherwise specifically stated in the RFB, all specifications and requirements constitute minimum requirements. Intent to bid must meet or exceed the stated specifications or requirements. All equipment and supplies offered must be new, of current production, and available for marketing by the manufacturer unless the RFB clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. Unless specifically stated and allowed in the Detailed Specifications and Special Conditions, all pricing submitted in response to this RFB is firm and fixed.

Whenever the name of a manufacturer, trade name, brand name, or model and catalog numbers followed by the words "or equal" or "approved equal" are used in the specifications it is for the purpose of item identification and to establish standards of quality, style, and features. Bids on equivalent items of the same quality are invited. However, to receive consideration, such equivalent bids must be accompanied by sufficient descriptive literature and/or specifications to clearly identify the item and provide for competitive evaluation. The University will be the sole judge of equality and suitability. Whenever the name of a manufacturer is mentioned in the specifications and the words "or equal" do not follow, it shall be deemed that the words "or equal" follow unless the context specifies "no substitution." Unless noted on the bid form, it will be deemed that the article furnished is that designated by the specifications. The University reserves the right to return, at contractor's expense, all items that are furnished which are not acceptable as equals to items specified and contractor agrees to replace such items with satisfactory items at the original bid price.

Time will be of the essence for any orders placed as a result of this RFB. The University reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the bidder and accepted by the University. Unless otherwise specified in the Detailed Specifications and Special Conditions, all bids shall include all packing, handling, and shipping charges FOB destination, freight prepaid and allowed.

- 3. Submission of Bids:** Bidders shall furnish information required by the solicitation in the form requested. The University reserves the right to reject bids with incomplete information or which are presented on a different form. All bids shall be signed, in the appropriate location, by a duly authorized representative of the bidder's organization. Signature on the bid certifies that the bidder has read and fully understands all bid specifications, plans, and terms and conditions.

By submitting a bid, the bidder agrees to provide the specified equipment, supplies and/or services in the RFB, at the prices quoted, pursuant to all requirements and specifications contained therein. Furthermore, the bidder certifies that: (1) the bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, or

corporation; (2) the bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid; (3) the bidder has not solicited or induced any person, firm, or corporation to refrain from responding; (4) the bidder has not sought by collusion or otherwise to obtain any advantage over any other bidder or over the University.

Modifications or erasures made before bid submission must be initialed in ink by the person signing the bid. Bids, once submitted, may be modified in writing prior to the exact date and time set for the bid closing. Any such modifications shall be prepared on company letterhead, signed by a duly authorized representative, and state the new document supersedes or modifies the prior bid. The modification must be submitted in a sealed envelope marked "Bid Modification" and clearly identifying the RFB title, RFB number and closing time and date. Bids may not be modified after the bid closing time and date. Telephone and facsimile modifications are not permitted.

Bids may be withdrawn in writing, on company letterhead, signed by a duly authorized representative and received at the designated location prior to the date and time set for bid closing. Bids may be withdrawn in person before the bid closing upon presentation of proper identification. Bids may not be withdrawn for a period of sixty (60) days after the scheduled closing time for the receipt of bids.

All bids, information, and materials received by the University in connection with an RFB response shall be deemed open records pursuant to 610.021 RSMo. If a bidder believes any of the information contained in the bidder's response is exempt from 610.021 RSMo, then the bidder's response must specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the University will treat all materials received as open records. The University shall make the final determination as to what materials are or are not exempt.

4. **Evaluation and Award:** Any clerical errors, apparent on its face, may be corrected by the Buyer before contract award. Upon discovering an apparent clerical error, the Buyer shall contact the bidder and request clarification of the intended bid. The correction shall be incorporated in the notice of award. The University reserves the right to request clarification of any portion of the bidder's response in order to verify the intent. The bidder is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

The University reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the RFB and whose bid is considered to best serve the University's interest. In determining responsiveness and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity, and skill of the bidder to perform as required; whether the bidder can perform promptly, or within the time specified without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the bidder; the quality of past performance by the bidder; the previous and existing compliance by the bidder with related laws and regulations; the sufficiency of the bidder's financial resources; the availability, quality and adaptability of the bidders equipment, supplies and/or services

to the required use; the ability of the bidder to provide future maintenance, service and parts.

The University has established formal protest procedures. For more information about these procedures, contact the Buyer in Campus Procurement Services.

The University reserves the right to accept or reject any or all bids and to waive any technicality or informality.

5. **Contract Award and Assignment:** The successful bidder shall, within ten (10) days after the receipt of formal notice of award of the contract, enter into a contract, in duplicate, prepared by the University. The Contract Documents shall include the Notice to Bidders, Specifications and Addenda, Exhibits, Bid Form, Form of Contract, Letter of Award, University Purchase Order, and Form of Performance Bond, if required.

The contract to be awarded and any amount to be paid there under shall not be transferred, sublet, or assigned without the prior approval of the University.

6. **Contract Termination for Cause:** In the event the Contractor violates any provisions of the contract, the University may serve written notice upon Contractor and Surety setting forth the violations and demanding compliance with the contract. Unless within ten (10) days after serving such notice, such violations shall cease and satisfactory arrangements for correction be made, the University may terminate the contract by serving written notice upon the Contractor; but the liability of Contractor and Surety for such violation; and for any and all damages resulting there from, as well as from such termination, shall not be affected by any such termination.
7. **Contract Termination for Convenience:** The University reserves the right, in its best interest as determined by the University, to cancel the contract by given written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
8. **Warranty and Acceptance:** The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the University, (2) be fit and sufficient for the purpose expressed in the RFB, (3) be merchantable, (4) be of good materials and workmanship, (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the University's acceptance of or payment for such equipment, supplies, and/or services.

No equipment, supplies, and/or services received by the University pursuant to a contract shall be deemed accepted until the University has had a reasonable opportunity to inspect said equipment, supplies and/or services. All equipment, supplies, and/or services which do not comply with specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor

upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.

9. **Payment:** Preferred settlement method is through the use of Electronic Accounts Payable solutions. Payment terms associated with these forms of payment will be issued as net 15 after the date of invoice. Payment terms associated with settlement by check will be considered to be net 30 days. Cash discounts for prompt payment may be offered but they will not be considered in determination of award unless specifically stated in the Detailed Specifications and Special Conditions. The University may withhold payment or make such deductions as may be necessary to protect the University from loss or damage on account of defective work, claims, damages, or to pay for repair or correction of equipment or supplies furnished hereunder. Payment may not be made until satisfactory delivery and acceptance by the University and receipt of correct invoice have occurred.

10. **Accounting Practices:** The Contractor shall maintain, during the term of the contract, all books of account, reports, and records in accordance with generally accepted accounting practices and standard for records directly related to this contract. The Contractor agrees to make available to the University, during normal business hours, all book of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of one (1) year beyond the last day of the contract term.

UNIVERSITY OF MISSOURI DETAILED SPECIFICATIONS

Overview

The University intends to procure natural gas supply for a campus meter location using transport gas. Natural gas supply is expected to begin April 1, 2018 for the campus meter location. Natural gas supply under this RFP could continue through October 31, 2022.

Annual Contract Volumes

Campus Meter: 111,500 Dth

Bid Pricing

Overall Price will be evaluated by using the NYMEX futures price plus or minus the bidder's basis. Bidder's basis must include all costs associated with delivery of gas to the Laclede Gas Citygate – MRT St. Louis, MO.

The University requests that pricing be returned with varying term lengths (19, 31, 43, 55 months) to end October 31st of each year. There needs to be an ability to commit to NYMEX forward pricing through October 2022.

The pricing supplied to the University must be firm for 72 hours.

Contracts

Terms and conditions per the current North American Energy Standards Board (NAESB) natural gas sales contract with the supplier and the Curators of the University of Missouri will prevail. Bidders should have an executed NAESB contract in place with Curators of the University of Missouri prior to responding to this RFB. If one does not exist, the University will work with bidders to execute a NAESB contract during the request for bid period. At a minimum, a draft NAESB with all pertinent supplier information completed must be submitted with the bids. Additionally, if there is no NAESB in place, bidder must provide a template of the Exhibit/Confirmation/Attachment that would be used for contracting this specific deal in this specific market. If private entity, bidder must be willing to provide financials upon request within 5 business days.

Level of Service

The natural gas supply for the campus transport meters shall be firm transportation. Bidders should expect and be able to accommodate additional campus transport meters in the future due to normal University expansion. University will provide as much notification as possible before the new meter goes into service.

Sell Back

The successful Bidder must sell back unwanted gas for the University into market if the University chooses not to use all or a portion of the committed gas. The successful Bidder will credit or invoice the University for gas based on the market sale less their fees stated in this bid for resale.

Balancing

The gas Bidder will be responsible for the daily and monthly balancing of the Buyer's gas volumes.

Scheduling and Nominating

Bidder is responsible for daily and monthly nominations. The Bidder shall make nominations to the applicable pipeline(s) to ensure delivery of scheduled volumes. This will be done as often as necessary to stay in compliance with utility and pipeline operating procedures and tariff requirements.

Lock in Provisions

The University will notify the successful bidder of the time(s) to lock in a NYMEX Futures Price for all or part of the remaining volume of the contract. This notification may occur at any time during the term of the contract. The NYMEX at Henry Hub Futures Price at the time of execution will be used to determine the final price plus previously contracted basis for the gas delivered. The University may elect to transact at different trigger prices for partial volumes as a percentage of the total monthly or annual contract. Any volumes not fixed will be priced using the NYMEX last day settlement for the applicable month.

Credit

Credit must be available to the University of Missouri for the full length of the term. University of Missouri requires ability to purchase up to 100% of forecasted gas through October 31, 2022.

SAMPLE PRICING REQUEST FORM

Sent via email

Date

Subject: Natural Gas Supply RFB for The Curators of
the University of Missouri on behalf of
University of Missouri – St. Louis
Pricing Requests Due:

Date

All:

The Curators of the University of Missouri is soliciting pricing for delivered natural gas service to its facilities in St. Louis, Missouri. The local distribution gas utility for the facility is Laclede Gas.

A few notes about this request:

- Responses must be thorough and complete. Be advised that incomplete responses may be deemed non-responsive.

Please send responses as a reply to this email for data tracking purposes.

- Please indicate any pending tariff or rate changes that you are aware of for this utility.
- All pricing requests will be turned over to Buyer upon request.
- If you choose not to provide an offer, please inform University of Missouri as soon as possible.

Pricing Requests due by 1:00 pm Central Prevailing Time (CPT):

Date

I look forward to your response. Please let me know if you have any questions.

Sincerely,

Kevin Summers
Strategic Sourcing
Specialist
University of Missouri
System

Section 1. Buyer Information

Contracting Party	The Curators of the University of Missouri
Invoice Address	<p>Please provide invoices by meter to the following address.</p> <p>University of Missouri – St. Louis Facilities Management S22 MSC North Garage One University Blvd St. Louis, MO 63121-4400 eisenbergl@umsl.edu bhogenkamp@umsl.edu</p> <p>Please send a duplicate copy of the invoices to: University of Missouri – St. Louis c/o Kinect Energy Group, Attn: Invoices 605 North Highway 169, Suite 1200 Plymouth, MN 55441 Email: invoices@kinectenergy.com</p>
Service Address	
Account No.	
Meter No.	
Distribution Rate	
MDQ (Dth)	
Utility	
Delivery Point	Citygate

Section 2. Term and Pricing

Term(s)	
Contract Price	
Swing Tolerance	
Excess/Shortfall Price	<p>Excess/Shortfall quantities are defined as the difference between actual usage and the monthly Contract Volume.</p> <p>Identify how Excess/Shortfall quantities will be priced.</p> <p>Buyer preference is to tie such pricing to a published daily index instead of at an undefined market price.</p> <p>If pricing will be tied to a published index, please identify which of the following will be used:</p> <ol style="list-style-type: none"> 1. Gas Daily Average: A flat monthly average of the Gas Daily price for the selected index. 2. Each Day's Gas Daily: Each day's excess/shortfall quantity will be multiplied by that day's Gas Daily price for the selected index. 3. Other: Please describe
Hedging	<p>Please address the following questions:</p> <ol style="list-style-type: none"> 1. Does the seller charge any fees for hedging? 2. Are there any minimum volumes required to hedge? 3. What type of premium does seller charge when a Buyer fixes the commodity price (relative to market pricing)?
Storage	Provide pricing assuming Buyer turns storage over to the Seller.
Fuel	<p>Pipeline fuel should be included in the pricing</p> <p>Utility fuel should be excluded from the pricing</p>
Tax	Please provide pricing excluding tax
Agent Fee	Please do not add a volumetric fee for Kinect Energy.

Section 4. Nominations and Balancing

Nomination Approach	<p>Please describe how Seller will approach nominating natural gas to the account(s).</p> <p>1. Load-Following Nomination: Seller will set an initially daily nomination based on the monthly Contract Volume divided by the number of days in the month. Periodically through the month, Seller will adjust the nominated quantity so that:</p> <ol style="list-style-type: none"> The account stays within daily/monthly balancing tolerances defined by the utility and/or pipeline and; The sum of the nominated quantity for the month approximates usage as closely as possible. <p>Seller will invoice buyer for the Contract Volume at the Contract Price; the difference between the final nominated quantity and the Contract Volume will be invoiced at the Excess/Shortfall Price described above.</p> <p>2. Flat Daily Nomination: Seller will divide the monthly Contract Volume by the number of days in the month and nominate a flat quantity each day. Seller will invoice Buyer for the sum of the flat daily quantity at the defined Contract Price. The difference between usage and the monthly Contract Volume will be invoiced at either:</p> <ol style="list-style-type: none"> The Excess/Shortfall Price or; Through the utility cashout mechanism. <p>3. Other: Please describe</p> <p>Buyer preference is for a Load-Following Nomination.</p>
Monthly Contract Quantity Adjustment	<p>Please identify if:</p> <ul style="list-style-type: none"> The contract provides the Buyer with the ability to adjust monthly contract quantities prior to month start; is this offered on either product structure or only on the monthly index product. If the Buyer changes the quantity, identify if the adjustment will be priced at the existing Contract Rate defined in Section 2 or at then-current market prices. Please identify the number of day's notice required to change contract quantities (e.g. 10 days prior to the start of the applicable month). This request excludes contract quantities for fixed price gas.
Telemetry	<p>Buyer will provide access to its metered natural gas usage to the Seller where available.</p>

Section 5. Special Provisions

Pooling	<p>Please indicate whether Buyer will be in a pool. If applicable, please identify the approximate load served on the utility system.</p>
Other Charges	<p>Please identify any additional charges (e.g. state and local taxes, Gross Receipts taxes) that are not included in the Contract Price and will be passed through to Buyer as incurred.</p>
Penalties	<p>Identify what, if any penalties may be billed to Company by either the Seller or the utility.</p>

Section 6. Credit and Contracts (Buyer)

Credit	
Tax ID No.	
DUNS No.	

Section 7. Credit and Contracts (Seller)

Sample Invoice	Please send a sample invoice.
Website	Please identify if Seller provides a website for Buyer and their agents to obtain bills, commodity locks, etc. Identify the data available at this site and if a demonstration site is available.

Section 8. Schedule and Contact Information

Pricing Request Due Date	Pricing Request are due by 1:00 pm Central Prevailing Time January 29 th , 2018 (CPT) on:
Kinect Energy Group Contact	Kevin Summers University of Missouri-Columbia 2910 Lemone Industrial Blvd Columbia, MO 65201

ATTACHMENT A

BID FORM

(Name of firm or individual bidding)

**REQUEST FOR BIDS
FOR
FURNISHING AND DELIVERY
OF
NATURAL GAS SUPPLY
FOR
THE CURATORS OF THE UNIVERSITY OF MISSOURI
FOR
UNIVERSITY OF MISSOURI – ST. LOUIS
RFB # 18 8006 KS S
OPENING DATE 01/18/2018
TIME: 2:00 PM, CT**

The undersigned proposes to furnish the following items and/or services at the prices quoted and agree to perform in accordance with all requirements and specifications contained within this Request For Bid issued by the University of Missouri. Submission of this form indicates your affirmation of intent to bid as outlined below.

ATTACHMENT A

**BID FORM
AUTHORIZED BIDDER REPRESENTATION**

Number of calendar days delivery after receipt of order		Payment Terms
Authorized Signature		Date
Printed Name		Title
Company Name		
Mailing Address		
City, State, Zip		
Phone No.	Federal Employer ID No.	
Fax No.	E-Mail Address	
Circle one: Individual Partnership Corporation		
If a corporation, incorporated under the laws of the State of _____		
Licensed to do business in the State of Missouri? ___yes ___no		

ATTACHMENT B

SUPPLIER DIVERSITY PARTICIPATION FORM

The contractor/supplier must indicate below the percentage of diverse supplier participation committed to in relation to the total dollar value of the contract. Please provide this information whether the contractor/supplier is awarded one, some, or all of the categories being proposed. Overall the diverse supplier participation must not be contingent upon award of a specific category. The contractor/supplier, if awarded a contract, must be able to achieve the stated participation for the resulting contract regardless of the categories awarded or not awarded. The contractor/supplier must be able to achieve participation stated below for the total value of the awarded contract(s). If the contractor/supplier is a certified diverse supplier, the contractor/supplier may indicate 100% participation below. We also ask that a diverse supplier we contract with directly provide us with any supplier diversity participation your firm does that helps to fulfill the contract. Listed below are definitions of direct versus indirect 2nd Tier spending:

- Direct 2nd Tier spending: This is diverse supplier spending by a first tier supplier of goods and/ or services that directly fulfills a UMSSC contract. The principle to follow— if the diverse supplier spending by the first tier supplier can be traced and tracked specifically to the contract, this is direct 2nd tier spending.
 - a. Example: Company A is a prime supplier that sells UMSSC Health System medical supplies. Masks that are supplied to fulfill the contract come from a woman-owned business. This would be called direct 2nd tier as the purchase is directly fulfilling the contractual obligation.
 - b. Example: Company B is a prime supplier of office products to UMSSC. Ink pens that are supplied are provided by a minority-owned business. This would also be direct 2nd Tier. Dollars can be tracked and traced to fulfilling the contract.
- Indirect 2nd Tier spending: Calculates the 2nd Tier spending by prorating the prime supplier's company-wide diverse supplier spending with the percentage of its total business represented by the customer company's business.
 - a. Example: Company A spends \$100,000 with a Veteran-owned landscaping company. UMSSC comprises 20% of that company's/subsidiary's business revenue. Company A can report \$20,000 of the amount spent for landscaping as part of its reporting to UMSSC.
 - b. Example: Company B spends \$150 million dollars in diverse supplier spending for its enterprise. UMSSC comprises 1% of Company B's overall revenue. Company B can the report 1% (\$1.5 million) as supplier diversity spending to UMSSC.

The contractor/ supplier is committing to the following diverse supplier participation on this bid:

Complete the following table indicating the suppliers that will be used as direct subcontractors to meet the participation levels indicated. If you are committing to indirect 2nd tier spending, please list as “indirect” under supplier name and indicate what percentage you will target. If your company will not have a supplier diversity component, please indicate that below as well.

Supplier Name	% of Contract	Specify 1st or 2nd Tier

-----**THIS FORM MUST BE SUBMITTED WITH THE RESPONSE**-----

Supplier Diversity Certifying Agencies

The list below provides a list of agencies that do certification for MBE, WBE, DBE, Veteran and Veteran Service Disabled businesses. Bidders are responsible for obtaining information regarding the certification status of a firm for the prospective sub-contractor being used. A list of certified firms may also be obtained from many of the agencies listed below, including the State of Missouri's websites for M/WBE's and Service-Disabled Veterans.

State of Missouri Office of Equal Opportunity
P.O. Box 809, Harry S. Truman office Building
Room 630, 301 W. High Street
Jefferson City, MO. 65102
573-751-8130

www.oeo.mo.gov

Missouri M/WBE Certification and database
State of Missouri Office of Administration
Division of Purchasing & Materials Management
P.O. Box 809
Jefferson City, MO 65102
573-751-3273

www.oa.mo.gov/purchasing-materials-management

Missouri Service Disabled Veterans Website

State of Kansas Department of Commerce
M/WBE and DBE Department
1000 S.W. Jackson St. Suite 100
Topeka, KS. 60612
785-296-3425

www.kansascommerce.com

Kansas M/WBE and DBE database and certification

Missouri Department of Transportation
External Civil Rights
1017 Missouri Blvd
Jefferson City, MO. 65102
573-526-2978

www.modot.org/ecr

Missouri DBE database and certification

Lambert St. Louis International Airport
4610 N. Lindbergh, Suite 240
Bridgeton, MO 63044
314-551-5000

www.mwdbe.org

St. Louis M/WBE and DBE database and certification

City of Kansas City Missouri
MBE/WBE Division
414 E. 12th St
Kansas City, MO. 64106
816-513-1313
Kansas City M/W/DBE database and certification
www.kcmo.gov/humanrelations/resources

St. Louis Development Corporation
1520 Market St. Suite 2000
St. Louis, MO. 63103
314-657-3700
www.stlouis-mo.gov/slde
Certification help for M/WBE suppliers in St. Louis area.

Mid-States Minority Supplier Development Council
317 N. 11th St. Suite 502
St. Louis, MO. 63101
314-436-8877
www.midstatesmsdc.org
MBE certification for St. Louis based corporations/database available for a fee

Mountain Plains Minority Supplier Council
777 Admiral Blvd.
Kansas City, MO. 64106
816-221-4200
www.mpmsdc.org
MBE certification for Kansas City based corporations/database available for a fee

U.S. Small Business Administration-Kansas City
1000 Walnut Suite 500
Kansas City, MO. 66106
816-426-4900
<http://www.sba.gov/about-offices-content/2/3123>
Kansas City SBA Office. Info for Federal Gov. Certification

U.S. Small Business Administration-St. Louis
1222 Spruce St. Suite 10.103
St. Louis, MO. 63103
314-539-6600
<http://www.sba.gov/about-offices-content/2/3124>
St. Louis SBA Office. Info for Federal Gov. Certification.

U.S. Veterans Business Administration
Veteran and Service Disabled Veteran Database and verification
www.vetbiz.gov
U.S. database of Veteran and Service Disabled Veteran Businesses

St. Louis Minority Business Council
308 N. 21st St, 7th floor
St. Louis, MO. 63101
314-241-1143
www.slmbc.org
St. Louis MBE certifying agency/database access for a fee

Women's Business Development Center (WBENC)-Chicago
8 S. Michigan Ave Suite 400
Chicago, Illinois 60603
312-853-3477
www.wbdc.org
Certification for WBE's in the Missouri area

ATTACHMENT C

SUPPLIER REGISTRATION INFORMATION

Completion of this section is strongly encouraged. Please review and check ALL applicable boxes.

SMALL BUSINESS CONCERN: Yes No

The term “small business concern” shall mean a business as defined pursuant to Section 3 of the Small Business Act and relevant regulations issued pursuant thereto. Generally, this means a small business concern organized for profit, which is independently owned and operated, is not dominant in the field of operations in which it is bidding. We would consider any firm with 500 employees or less a “small business concern”.

WOMAN OWNED BUSINESS (WBE): Yes No

A woman owned business is defined as an organization that is 51% owned, controlled and/or managed, by a woman. The determination of WBE status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 106-554 for more detail.

MINORITY BUSINESS ENTERPRISE (MBE): Yes No

A minority business is defined as an organization that is 51% owned, controlled and/or managed by minority group members. The determination of minority status depends solely on ownership and operation and is not related to employment. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 95-507 for more detail. Place an X by the appropriate space below.

1. Asian-Indian - A U.S. citizen whose origins are from India, Pakistan and Bangladesh
 (A)

2. Asian-Pacific - A U.S. citizen whose origins are from Japan, China, Indonesia, Malaysia, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Thailand, Samoa, Guam, the U.S. Trust Territories of the Pacific or the Northern Marianas.
 (P)

3. Black - A U.S. citizen having origins in any of the Black racial groups of Africa.
_____ (B)

4. Hispanic - A U.S. citizen of true-born Hispanic heritage, from any of the Spanish-speaking areas Mexico, Central America, South America and the Caribbean Basin only.
_____ (H)

5. Native American - A person who is an American Indian, Eskimo, Aleut or Native Hawaiian, and regarded as such by the community of which the person claims to be a part.
_____ (N)

A Veteran or Service Disabled Veteran business is defined as an organization that is 51% owned, controlled and/or managed by Veterans. The firm should be certified by a recognized agency (e.g., state, local, federal, etc.). Please see Public Law 109-461 for more detail.

VETERAN BUSINESS ENTERPRISE _____ Yes _____ No

SERVICE DISABLED VETERAN BUSINESS ENTERPRISE _____ Yes _____ No

Please include what organization your firm has secured certification from with a certification number and date it expires.

MISSOURI FIRM: _____ Yes _____ No

A Missouri Firm is defined as an organization which has and maintains within the State of Missouri a regular place of business for the transaction of their business.

BUSINESS TYPE:

Manufacturer _____ (M)

Distributor/Wholesaler _____ (D)

Manufacturer's Representative _____ (F)

Service _____ (S)

Retail _____ (R)

Contractor _____ (C)

Other _____ (O)

SOLE PROPRIETORSHIP: _____ Yes _____ No

SUPPLIER'S CERTIFICATION:

The undersigned hereby certifies that the foregoing information is a true and correct statement of the facts and agrees to abide by the laws of the State of Missouri and the rules and regulations of the University of Missouri System now in effect including any subsequent revisions thereof. Supplier acknowledges that it is his/her responsibility to keep the information current by notifying the University of Missouri of any changes. The supplier also acknowledges that repeated failure to respond to Invitation to Bids may result in removal from the bid lists.

Signature of Person Authorized to Sign this Supplier Registration Information Form

Title: _____

Date: _____