



INVITATION TO BID

EDMOND PUBLIC SCHOOLS

1001 W. DANFORTH EDMOND, OK 73003

ATTN: PURCHASING (405) 340-2810 purchasing@edmondschools.net

BIDDER AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS BELOW AND ON PAGE 2 OF THIS BID.

Issue Date	Competitive Bid Number	Closing Date/Time
May 3, 2021	22-15 RFP 3rd Party Natural Gas	May 27th, 2021 1:00 p.m.

Edmond Public Schools is requesting proposals for Natural Gas Product in accordance with the terms and conditions detailed herein.

Proposals Must Be Emailed

Email the signed, notarized bid documents as an attachment to purchasing@edmondschools.net by **1:00 pm, Thursday, May 27, 2021**. Proposals received after this time will not be accepted. The subject line must read:

Response to RFP 22-15 3rd Party Natural Gas

Emails with this subject line will not be opened until that date. No proposals will be accepted before May 21st to allow for all respondents to submit questions and to list the Index and other pricing on May 17, 2021. Faxed responses will not be accepted.

No award will be made until Edmond Public Schools has had sufficient time to evaluate the proposals. Edmond Public Schools reserves the right to contract in the best interest of the District.

Inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to the office of Michael Laasch, Energy Manager at (405) 726-3327 or by email at michael.laasch@edmondschools.net.

Thank you for your participation.

The Board of Education of Independent School District I-12, Oklahoma County, Edmond, Oklahoma, is under no obligation to accept any quotation. This bid quotation is submitted as a legal offer and when accepted by the Board of Education constitutes a firm contract.

THIS BID INVALID IF NOT SIGNED AND NOTARIZED

AFFIDAVIT: Firm: _____
 FEIN: _____ Email: _____
 STATE OF _____ Address: _____ Phone: _____
 COUNTY OF _____ City: _____ State: _____ ZIP: _____

The undersigned agent represents that (s)he is of lawful age, being first duly sworn, on oath says that: (1.) (s)he is the duly authorized agent of the bidder and/or contractor submitting the competitive bid and/or procuring the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and district officials or employees, as well as, facts pertaining to the giving or offering of things of value to district personnel in return for special consideration in the award of any contract pursuant to the bid to which this statement is attached; (2.) (s)he is fully aware of the facts and circumstances surrounding the making of the bid and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and (3.) neither the bidder nor anyone subject to the bidder's direction or control has been a party to: (a.) any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, (b.) any collusion with any district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, (c.) any discussions between bidders and any district official concerning exchange of money or other thing of value for special consideration in the award of a contract, (d.) paying, giving or donating or agreeing to pay, give or donate to any officer or employee of Edmond Public Schools, any money or other things of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Subscribed & sworn before me this _____ day of _____, 20_____

NAME/TITLE OF AUTHORIZED AGENT

SIGNATURE NOTARY PUBLIC (or CLERK or JUDGE)

My commission expires:

Seal:

SIGNATURE OF AUTHORIZED AGENT

TERMS AND CONDITIONS

1. Sealed bids will be opened by the Purchasing Office at Edmond Public Schools (EPS) Administration Center, 1001 W. Danforth, Edmond, Oklahoma.
2. Bids received after the closing time stated in the bid will not be considered. Envelopes must contain only one bid, be sealed, and name of bidder noted on envelope. Competitive bid number and closing date must appear on face of envelope.
3. This contract may be bid and awarded on an ALL OR NONE basis or by item/groups of items, whichever is in the best interest of EPS. If bidding ALL OR NONE, either by groups of line items or by total of line items, this must be clearly stated on the bid response.
4. Bids received must include completed affidavit section on front of this form. Alternate forms may be considered, but must reference this bid; all terms and conditions will still apply. Penciled bids will not be accepted. All corrections must be initialed.
5. Items shall be bid F.O.B. to EPS and include packaging, handling, shipping, and delivery charges fully prepaid by the vendor.
6. All bids must be submitted exclusive of Federal Excise Tax and Oklahoma State Sales Tax. If documentation of tax exemption is required, please make such notation on your bid and documentation will be furnished to the vendor with the purchase order.
7. The vendor shall deliver merchandise as bid. No deviations shall be made without prior approval of the Purchasing Office.
8. No interpretation will be addressed by the Purchasing Office unless it is received at least seven (7) days prior to the scheduled closing time. Any and all such interpretations and supplemental instructions will be in the form of written addenda to the specifications and will be sent to all prospective bidders if the competitive nature of the bidding is affected. An extension of the closing date may be made by EPS if the situation warrants.
9. Any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Alternate bids will be considered unless specifically prohibited. The bidder may offer any brand for which (s)he is an authorized representative, but must meet or exceed the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and item number. **Proof of equivalency will be the responsibility of the bidder.** Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.
10. All bids submitted are subject to the purchasing policies and procedures established by the EPS Board of Education and these Terms and Conditions and specifications listed herein—all of which are made a part of this bid invitation by reference. This bid, any subsequent purchase order or contract, and all related payments will be governed by the laws of the State of Oklahoma.
11. This bid is submitted as a legal offer, and any bid when accepted by EPS Board of Education constitutes a firm contract.
12. This form must be completed with the corporate name of the bidder and must be fully and properly executed by an authorized person and notarized with full knowledge and acceptance of all its provisions. Any bid award and subsequent payment will be made on the basis of bidder's name as shown on the bid. Oklahoma laws require each bidder submitting a competitive bid to the State of Oklahoma for goods or services to furnish a notarized sworn statement of non-collusion; therefore, this bid is invalid if statement of non-collusion is not signed.
13. In-state preference not to exceed a 5% differential may be allowed for supplies, materials and provisions produced, manufactured or grown in this state, 74O.S.85.32. If you wish to claim this preference, place an asterisk (*) by each item and identify whether it is produced, grown or manufactured in Oklahoma. Proof of qualification rests with vendor.
14. A preference not to exceed 5% may be given to a certified minority vendor. The vendor must be certified as a minority vendor by the State of Oklahoma BEFORE submitting the bid. A photocopy of the certificate must be submitted with the bid. The original certificate must be available for inspection upon request. This preference may NOT be added to or used in conjunction with any other preference in order to exceed 5%.
15. Cash and other discounts will be considered and evaluated in the bid award. However, cash discounts will be considered only if the District determines the time period for receiving a discount can be met.
16. Oklahoma is an energy conservation state and we welcome any comments on your bid that would indicate energy savings.
17. In the event a delivery date is specified on the bid, the successful bidder will be expected to meet this date. Failure to meet the required delivery date during the performance of the contract could be cause for termination.
18. By submitting this Invitation to Bid, bidder acknowledges and will honor the Terms and Conditions. Any attachments produced by the bidder and submitted with this bid will become part of this bid. These Terms and Conditions will apply to all attachments and supersede any Terms and Conditions in any attachments.
19. BIDS MAY BE REJECTED UNLESS THE ABOVE PROCEDURES ARE FOLLOWED. EPS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS IF IT IS IN THE BEST INTEREST OF THE DISTRICT TO DO SO.
20. If this bid will involve any labor on the campus of EPS, the bidder must provide insurance coverage as prescribed by the laws of the State of Oklahoma. The bidder will hold the District harmless, and will assume all responsibility for personal injury and property damage occurring in connection with the project. The successful bidder is to ensure a copy of an Insurance Certificate showing coverage by Worker's Compensation and/or other Liability Insurance is on file with the District, or that (s)he is exempt from carrying such insurance, BEFORE work begins. Failure to carry the insurance by an exempt bidder will not necessarily void his/her bid.
21. If your company participates in a national purchasing cooperative, please contact the EPS Purchasing Office for information regarding the district's participation.
22. Acceptance of the district's purchasing card as a payment method may be considered and evaluated in the bid award.

EQUAL OPPORTUNITY STATEMENT

Edmond Public Schools, in compliance with Title VI of The Civil Rights Act of 1964, Executive Order 11246 as amended, Title IX of The Education Amendments of 1972, Sections 503 and 504 of The Rehabilitation Act of 1973, The Americans with Disabilities Act of 1990, The Family and Medical Leave Act of 1993, The Civil Rights Act of 1991, and other Federal Laws and Regulations, does not discriminate on the basis of race, color, national origin, sex, age, religion, disability, or status as a veteran in any of its policies, practices or procedures; this includes but is not limited to admissions, employment, financial aid, and educational services.

RFP: NATURAL GAS
EDMOND PUBLIC SCHOOLS

1. **PURPOSE:** Edmond Public Schools (“EPS”) (“the District”) intends to purchase natural gas for selected facilities located in Edmond and Oklahoma City, Oklahoma. The natural gas supplier is expected to deliver the daily needs of the facilities in accordance with all specifications and conditions herein. The supplier shall base its proposal, including price, on deliveries to Oklahoma Natural Gas (“ONG”).

2. **PROFILE:** As one of the largest school districts in central Oklahoma, EPS has approximately 24,500 students enrolled at twenty-eight school sites. An additional seven sites provide support and administrative services. The district has approximately 3,000 employees. All sites are located in Oklahoma County. There is a total of approximately 4,000,000 square feet of building space in the district.

3. **VOLUME:** Exhibit 1 is a listing by month of the District’s average dekatherm usage for the last three (3) years. No guarantee of minimum or maximum volumes will be accepted. The data provided is historical and in no way should be used or interpreted as a guarantee or firm projection of future purchase volumes.

4. **PERIOD OF CONTRACT PERFORMANCE:** It is our intent to award a one (1) year agreement tentatively beginning July 1, 2021, with the option to mutually renew for four (4) additional one-year terms. No award will be made until Edmond Public Schools has had sufficient time to evaluate the proposals. Edmond Public Schools reserves the right to contract in the best interest of the District.

5. **CONTRACT ADMINISTRATOR:** Michael Laasch, Energy Manager, or Justin Coffelt, Associate Superintendent of Operations, shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract.

6. **QUESTIONS REGARDING THE RFP:** All questions must be in writing. Any questions pertaining to this RFP must be EMAILED to michael.laasch@edmondschools.net by 1:00 p.m., May 21, 2021. Be sure to include a return fax and phone number and specifically reference the section of the RFP in question. Questions and answers will be distributed to all suppliers solicited in order to avoid any unfair advantage. These guidelines for communications have been established to ensure a fair and equitable evaluation process for all respondents. Any attempt to bypass the above lines of communication may be perceived as establishing an unfair or biased process and could lead to your disqualification as a potential supplier.

7. **SPECIFICATIONS/STATEMENT OF NEED:**

- Oklahoma Natural Gas approved 3rd Party provider of reliable and cost-effective natural gas from a diversified supply base.

- Routinely advise the District of supply and market conditions and trends. This is to include information regarding supply arrangements and index trends.
- Advise the District when it appears that the cost of direct purchase gas will exceed unit cost of ONG.
- Provide advice, consultation, assistance and operation (if selected) of advanced purchasing techniques such as lock-ins, trigger price lock-in, and other techniques.
- Review pipeline and LDC rate cases, as well as any future FERC orders to determine potential benefits or risk to the District.
- Provide a mid-winter status report showing actual volumes used. The contractor, using information sources such as Platt's, NYMEX, Inside F.E.R.C.'s Gas Market Report, and Gas Daily shall report on gas prices to show trends and make price forecasts. Upon request, the contractor shall supply historical pricing data. Other information such as federal and state regulatory issues, LDC issues, and changes in tariff and pipeline regulations shall also be provided as appropriate.

7.1 QUANTITY: The supplier will address supplying up to 100% of EPS's natural gas requirements on a firm basis.

7.2 QUALITY: All gas delivered to the facility shall meet the quality specifications of the connecting pipeline.

7.3 SERVICES AND PERFORMANCE: The supplier shall be responsible for nominations (NO BALANCING), scheduling, imbalances, capacity relinquishment, risk management services, etc. The proposal shall address the supplier's guarantees of performance, if any, including provisions to provide reimbursements for natural gas replacement cost and penalties incurred should supplier fail to perform. Supplier will also address acting as EPS's agent and managing imbalances on ONG.

7.4 SPECIAL PROVISIONS: EPS requires that suppliers guarantee firm deliveries of natural gas to ONG. **No guarantee of minimum or maximum volumes will be accepted.**

7.5 TRANSPORTATION: The supplier shall act as agent for nominating and balancing to ONG. The receipt points to this agreement include all current and future intrastate supply connections to ONG's transmission pipeline system.

7.6 TITLE: Title to all natural gas delivered under this agreement shall pass from the contractor to the District at the local gas utility's city gate. The contractor shall warrant that all gas delivered is free from all liens and adverse claims.

7.7 PROPOSED GAS SALES AGREEMENT: By responding to this RFP, supplier agrees, if selected by EPS, they will negotiate in good faith and enter into

an agreement with the district per the specifications listed and at pricing stated. EPS reserves the right to negotiate these terms and conditions to meet its specific needs.

8. **PRICING:** The price shall be quoted in dekatherms (“dth”) of natural gas delivered to ONG. All charges (including EFM rate) associated with delivering gas to ONG shall be paid by the supplier and included in the supplier's price, including EFM rates. Pricing provisions shall address anticipated fluctuations in market conditions. EPS plans to consider a one half year (winter) fixed price, a one year basis price and an indexed based price as well as other pricing options you believe would be of benefit to EPS. During the term of the agreement, EPS will have the option to convert up to 100% of its projected volumes to a futures price at any time and from time to time for one or more months. *EPS will also be evaluating the use of risk management tools in conjunction with this proposal.* Please include any services and alternatives your company offers in this regard as well as any recommendations you may have.

9. **PROPOSAL SUBMISSION REQUIREMENTS:** In order to be considered for selection, offerors must submit a complete response to this RFP on the proposal form (Attachments A-C) provided. Proposals should be as thorough and detailed as possible so that EPS may properly evaluate the offeror's capabilities to provide the required product/services.

9.1 The offeror shall provide the names of firms or institutions which offeror is presently supplying, or has supplied natural gas in accordance with the type of agreement being contemplated by EPS. See Attachment B.

9.2 The offeror shall provide applicable data that will show its ability to perform. This may include current financial statements, annual stockholders' reports, brochures or other informative performance data. The offeror shall also include the names of company owners/officers and key personnel as well as parent, subsidiary and affiliate company data, if applicable.

9.3 Offerors must provide information on their available storage capacity with ONG.

9.4 Offerors must provide a general overview of how the contractor will perform including a discussion of how the contractor will ensure the reliability of the gas supply, particularly during the winter months.

9.5 Offerors will list an approximate amount of gas transported to ONG during the last calendar year.

9.6 Offerors should provide a discussion regarding possible natural gas supply interruptions.

9.7 Offerors must include information concerning local office and local contacts, including phone numbers. Hours of office operation must also be included.

- 9.8 The district will require detailed billing by meter. Offerors must submit a sample billing.
- 9.9 Offerors must provide information about any value-added services offered
- 9.10 Offerors must submit a current financial report including a DUNS number.
- 9.11 Offerors must submit a sample contract.
- 9.12 Offerors must provide confirmation that Fixed Price agreements will be honored in unprecedented and/or disaster conditions.

10. **EVALUATION AND AWARD:** The evaluation team will review all Proposals and make a recommendation to the school board for award to a responsive and responsible vendor who offers the Proposal based on the following criteria that is in the best interest of the Edmond School District. (Deliveries may not commence until such approval is obtained, a contract is signed, and appropriate purchase orders issued.)

- Consideration will be given to financial stability; responsiveness to bid requirements, price competitiveness and indexing mechanism; dependability and reliability for gas delivery; references; contractor qualifications and abilities; methodology to perform the required services; account management services and efficiencies; accurate timely and relevant billing; and ease of initiating gas purchases

Attachment A

PRICING PROPOSAL

The following is a proposal to supply the natural gas requirements of the Edmond School District, Edmond, OK, as per the specifications listed in the RFP for the terms (Inside F.E.R.C.) specified below:

LDC: Oklahoma Natural Gas

SELLER: _____
 Contact: _____
 Address: _____
 City, State, Zip: _____
 Phone: _____ Fax: _____
 E-mail: _____ Mobile: _____
 Alt. Contact: _____ Phone: _____ E-mail: _____

POSSIBLE TERM: **July 1, 2021 and terminating June 30, 2022 with possible extensions by annual mutual affirmation for 2022-2023, 2023-2024, 2024-2025, 2025-2026**

PRICE: (per dekatherms (“dth”)) to the agreed upon delivery point:
 DELIVERY POINT: OKLAHOMA NATURAL GAS + “CITYGATE”

	Please quote prices AS OF 10:00 on May 21, 2021 for an equal comparison		<i>Please Circle + or – basis/adder</i>	
1. NYMEX Price:	Default Last Day Settle			
	Winter (Nov-Mar)	Fixed Basis	+ / -	\$
	Summer (April- Oct)	Fixed Basis	+ / -	\$
	Year	Fixed Basis	+ / -	\$
2. Index Price:	IF Oneok Gas Transportation – Oklahoma			
	Winter (Nov-Mar)	Adder	+ / -	\$
	Summer (April- Oct)	Adder	+ / -	\$
	Year	Adder	+ / -	\$
3. Fixed Price:				
	Winter (Nov-Mar)			\$
	Summer (April- Oct)			\$
	Year			\$

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4. Additional pricing information: All charges, including any penalties & EFM rate shall be paid by the supplier. EFM rate must not be included in pricing formula, List EFM rate per meter per month: _____
5. List approximate amount of gas transported to ONG during 2020: _____
6. List available storage capacity with ONG: _____
7. Here or on a separate sheet, address obligations, if any, for EPS to take a specific volume of natural gas. (Examples of monthly calculation for a month over, and a month under nominations IS REQUIRED) Include a 3-year graph of company performance to total nominations)
- 7a. Do you pool nominations before charging?
8. Here or on a separate sheet, address how the contractor performs and ensures the reliability of the gas supply, particularly during the winter months.
9. Here or on a separate sheet, address possible natural gas supply interruptions.
10. Here or on a separate sheet, provide any significant changes to RFP specifications that would be required to enter into an agreement.
11. Include:
- Names of company owners/officers/key personnel
 - Parent, Subsidiary and affiliate company data, if applicable
 - Information concerning local office and local contacts, (phone numbers, hours of operation, etc).
 - Information regarding any value-added services offered
12. Submittals:
- **Sample billing-By Meter** (*Is this available in an Excel file as well?*)
 - **Sample contract**
 - Applicable data to show contractor's ability to perform (**current financial report** including most current **audited annual financial statement, DUNS number, annual stockholders' reports**, brochures, other informative performance data)
13. Here or on a separate sheet, explain your Risk Management tools and method of managing imbalances:

Attachment B

REFERENCES

Please include other local schools or government entities if possible

Provide a listing of at least five (5) references, still in operation, for whom the company has provided these services within the last three (3) years:

(1) Customer Name: _____ Telephone: _____

Dollar Volume: _____ Product Volume: _____

Contact Name: _____ Title: _____

Address: _____

(2) Customer Name: _____ Telephone: _____

Dollar Volume: _____ Product Volume: _____

Contact Name: _____ Title: _____

Address: _____

(3) Customer Name: _____ Telephone: _____

Dollar Volume: _____ Product Volume: _____

Contact Name: _____ Title: _____

Address: _____

(4) Customer Name: _____ Telephone: _____

Dollar Volume: _____ Product Volume: _____

Contact Name: _____ Title: _____

Address: _____

(5) Customer Name: _____ Telephone: _____

Dollar Volume: _____ Product Volume: _____

Contact Name: _____ Title: _____

Address: _____

Attachment C

VALIDATION

Note: Proposals must be manually signed on this form in the space provided below.

Has the Offeror, any officer of the Offeror, or any employee of the Offeror who has a proprietary interest in the proposal, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, please explain the circumstances in the following space:

Vendor, in compliance with this RFP, has examined the specifications, and is familiar with all of the conditions and requirements contained herein. Vendor meets all of the standards and requirements necessary to perform the services requested, and is able to furnish the proposed services for the time frame specified in the RFP, and at the rates set forth in vendor's proposal. The undersigned on behalf of the offeror certifies that this offer is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal on the same project and is in all respects fair and without collusion or fraud.

I have read the terms and conditions of this RFP, truthfully answered the above question, and submit for consideration the enclosed offer and accessory data which will become part of any agreement. The undersigned has the authority to bind vendor, and certifies that all statements contained in the proposal are true and correct. If accepted by the District, this proposal is guaranteed as written and amended and will be implemented as stated.

Company Name	Signature of Representative
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Company Address	Typed Name of Representative
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City, State, Zip	Title
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Telephone Number	Fax Number
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Date

Exhibit 1

EPS 3 Year Average Usage By Month

	EPS Support	Chowell	Clegern	RDougherty	WRogers	Wirving	Ida Freeman
Jan	521	38	138	144	189	198	156
Feb	621	32	121	184	205	243	231
Mar	899	34	144	162	290	215	302
Apr	144	4	13	26	23	40	70
May	57	1	4	5	8	15	29
Jun	36	0	0	1	2	3	11
Jul	15	0	0	9	5	2	6
Aug	14	1	5	2	8	10	4
Sep	29	1	7	2	11	14	14
Oct	218	7	33	48	36	44	44
Nov	355	16	71	60	79	90	121
Dec	593	29	125	137	189	211	175

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	Heritage	Frontier	Summit	Centennial	Cimarron	Westfield	Boulevard
	338	298	442	170	771	221	303
	411	385	424	241	920	225	236
	458	367	438	287	783	231	224
	178	105	211	106	432	66	207
	52	31	34	45	177	19	158
	23	14	2	3	11	1	99
	16	8	22	8	41	5	52
	12	54	32	23	22	15	41
	25	51	164	23	109	24	171
	71	117	390	53	324	55	250
	187	148	378	75	464	79	191
	354	338	513	182	668	192	288

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Chisholm	ORIsner	CHaskell	CTimbers	JRoss	Adebo	Cheyenne
244	212	1020	151	242	264	201
250	245	968	186	289	308	300
243	345	726	192	311	304	395
56	46	424	35	83	61	70
16	19	230	13	36	29	28
6	4	57	14	5	3	6
4	6	10	1	13	6	2
15	15	137	13	1	23	34
16	17	280	18	18	21	31
61	58	551	43	76	73	91
99	103	724	73	124	97	233
234	213	897	136	257	199	221

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	Heartland	NHills	Sunset	Sequoyah	Central	Memorial	North	Santa Fe
	440	164	122	1044	461	988	922	834
	636	334	330	886	673	1655	1481	1219
	352	365	410	725	680	1553	1318	1026
	101	82	90	157	80	460	318	347
	33	28	28	145	38	260	166	141
	15	2	6	2	11	46	74	28
	3	5	6	11	8	25	107	49
	18	14	8	26	22	61	75	42
	29	33	19	163	41	104	74	106
	78	94	76	551	212	435	312	297
	234	155	143	708	485	835	682	587
	352	274	250	877	614	1220	1349	1007

END OF DOCUMENT