REQUEST FOR PROPOSAL NUMBER B0003326

Purchasing Department
300 South Broadway
St. Louis, MO 63102

SPECIFICATIONS

FOR

NATURAL GAS BROKERAGE SERVICES

FOR ADDITIONAL INFORMATION, CONTACT:
Cynthia Green, Assistant Controller
Phone: 314 539-5227 Email: cgreen2@stlcc.edu

RFP CLOSING DATE: Friday, October 31, 2014
RFP CLOSING TIME: 3:00 p.m., local time

Submit all questions via email to cgreen2@stlcc.edu with the Subject: Question - B0003326 Natural Gas Brokerage Services. No verbal responses will be provided for questions; addenda will be issued to answer all questions.

Bids may be submitted via email to cgreen2@stlcc.edu.

Date Issued: October 13, 2014
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INSTRUCTIONS TO ALL BIDDERS

St. Louis Community College (“College”) welcomes all interested parties to participate in its competitive bid process. Bidders will be expected to submit bids that are in compliance with the terms and conditions as outlined below:

1. All awards are subject to final approval by St. Louis Community College’s Board of Trustees, or their designated representative(s).

2. **Bids may be delivered electronically** to the Cynthia Green at cgreen2@stlcc.edu 300 S. Broadway, St. Louis, MO 63102 on or before the time and date stipulated in the Request for Proposal document. **All late bids will be rejected.**

3. The successful bidder(s) must comply with the State of Missouri’s Revised Statute RSMO 285.530 which states: No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. **The affidavit included in Attachment A must be completed and notarized to meet this provision. (This may be submitted after the notice of award is given.)**

4. **All bids must be signed by a duly authorized representative of the person, partnership or corporation offering the bid.** Failure to sign the College Invitation for Bid document will result in automatic disqualification of that bid. The College reserves the right to request written confirmation of persons authorized to sign all bids on behalf of a company.

5. Vendors may submit more than one bid proposal. No penalty or credit will be given for submitting multiple proposals.

6. Bidders are responsible for reviewing their proposals prior to submission to be certain they can honor all prices, terms and conditions offered in bid. Bidders may submit written amendments or withdraw their bid proposals up until the date and time of the scheduled bid opening. Once bids have been opened, all bidders will be expected to honor all prices and terms offered in total. Unit price will prevail in cases of extension errors. Bid defaults will result in either temporary or permanent removal from the College’s list of vendors in good standing.

7. If this bid is accepted by the College, in whole or in part, it becomes a binding contract for the item(s) or section(s) designated when signed by an authorized representative of the College and returned to the Bidder. **By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid.** All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

8. Requests for clarification on bid specifications should be addressed to the buyer identified in the bid document. Any changes in specifications will be sent to all bidders in the form of a written addendum. All addenda become a part of the Invitation for Bid. Bidders are to sign and include all addendums with each bid being submitted.

9. Bidders are to check the College’s website at www.stlcc.edu/purchasing to ensure all addendums are included with submission of bid responses.

10. Bidders may obtain Invitation for Bid results by either attending the bid opening or by appointment with the assigned buyer.

**DELIVERY AND INVOICING INFORMATION**

1. Invoices must be submitted in duplicate to: Office of the Chancellor
   St. Louis Community College
   300 S. Broadway
   St. Louis, MO 63102

   Invoices must reference the purchase order number, show unit and extended price on each item and list the “ship to” address.

2. The College renders payment only after delivery of services.

3. St. Louis Community College is a tax exempt public institution. The College’s tax exempt Missouri I.D. is **11166584.**
REQUEST FOR PROPOSAL NUMBER B0003326

BUYER: Cynthia Green    (314) 539-5227

DATE ISSUED: October 13, 2014

ITEMS/SERVICE REQUESTED: Natural Gas Brokerage Services

Electronic proposals will be received at the Department of Purchasing, St. Louis Community College, Administrative Center, 300 S. Broadway, St. Louis, MO 63102 until the time and date given herein and then publicly opened for reading and evaluation: Please note that the College retains the right to make an award on an item by item or all or nothing basis.

DATE & TIME BID WILL BE OPENED AND READ: October 31, 2014 at 3:00 p.m. (CST local time)

If this bid is accepted by St. Louis Community College (“College”), in whole or in part, it becomes a binding contract for the services offered in the proposal when signed by an authorized representative of the College and returned to the Bidder. By signing and submitting this bid, you are offering to sell the goods and/or services to the College on the terms and conditions contained in this Invitation for Bid. All purchases are subject to the terms and conditions contained in and attached to this Invitation for Bid. By submitting a bid, bidder agrees to these terms and conditions. Any additional or different terms proposed by bidder are hereby objected to. The College may issue one or more “Purchase Orders” in connection with the contract formed by acceptance of this bid. Any such Purchase Order shall be governed by this contract and shall not be deemed a proposal for change or amendment, unless specifically so designated by the College.

Requested Delivery: As Needed    Delivery Offered: ______________________

Payment Terms: ___________ (unless otherwise stated, terms will be Net 30)

Est. Freight Charge: N/A    Telephone: ___________ Fax: ___________

Prices quoted are guaranteed for ________ calendar days from the date of the bid opening under the terms and conditions offered in bid herein. (120 days unless otherwise specified)

In compliance with the above, the undersigned offers and agrees, if this bid be accepted, to furnish any and all of the goods and/or services at the price quoted, delivered to the designated point(s) within the time specified in this Invitation for Bid document. IF NOT SIGNED BELOW, PROPOSAL WILL BE DISQUALIFIED.

(SELLER – Company Name) - FEIN

(Signature)

(Printed Name and Title)

(Company Address)

(City/State/Zip Code)

Bid is accepted for the College by:

(Signature)  Cynthia Green, Assistant Controller

Items/Sections Accepted:

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The purpose of this Invitation for Bid is to solicit quotations from qualified vendors to establish a contract or blanket order for the routine purchase of goods and/or services on an “as or when needed” basis.

The quantity and dollar estimates provided represent the purchasing history of the College and/or a reasonable estimate of future activity in the area specified. While the College strives to make these estimates as realistic as possible, they do not constitute a guarantee of volume.

The College reserves the right to inspect the bidder’s facility prior to award to assure that they meet the requirements and can provide the necessary support for the contract goods and services specified.

The College may cancel a contract at any time by giving the seller thirty (30) days written notice of failure to comply in part or total with the prices, terms and conditions offered in bid.

The College retains the right to take extensions to the contract agreement of up to twelve (12) months, provided said extension is mutually agreeable to both the seller and the College.

Contract Period: One (1) full year with three (3) optional one (1) year renewals

Requested Contract Start Date: November 21, 2014
Requested Contract End Date: November 20, 2015

Estimate of Contract Quantity or Dollar Expenditure: TBD

Contract Liaison Person (to be completed by bidder):

_____________________________________________
(Name/Title)

Tel No. _______________ Fax No. _______________
(Telephone)

E-mail address ________________________________
Section 1  INTRODUCTION AND BACKGROUND INFORMATION

St. Louis Community College (hereinafter referred to as “College”) is seeking an experienced and qualified consultant to provide natural gas brokerage services.

The College has three individual natural gas accounts that qualify for the Laclede Gas Tariff Rate LVTSS, Large Volume Transportation and Sales Service. This rate requires the College to take responsibility for: (1) securing its own monthly supplies of natural gas for each account and (2) managing the accounts on an ongoing basis.

Section 2  SCOPE OF WORK

Monitor and stay fully apprised of natural gas market conditions and trends on both national and international fronts.

Develop forecasts of key market performance indicators, especially regarding futures prices.

2.1  Select a natural gas supplier that will be used for the qualifying accounts.

2.2  Determine the volume of natural gas needed each month, taking into account historical consumption, projected weather conditions, and any special facility requirements.

2.3  Direct the supplier's procurement activities regarding when and how much to purchase. The objective is to secure natural gas supplies when market conditions are most favorable for the College, that is, when costs and risks are minimized and savings maximized.

2.4  Provide effective, ongoing management of the three accounts so that inventories are maintained at acceptable levels to cover unexpected surges in consumption.

2.5  Engage in natural gas buying and selling activities as needed during the month to avoid out-of-balance account penalties.

2.6  Generate a report to College officials each month which identifies the major activities of the procurement and management effort, including volumes purchased, volumes consumed, inventory status, costs, and savings achieved.

2.7  Provide College officials with a yearend report which summarizes the key developments of the previous 12 months, identifying any areas that may need to be addressed in order to further maximize the benefits of this Program.

2.8  Serve as an advisor to the College on all matters related to natural gas consumption throughout all St. Louis based facilities.

The entire project must begin on or about November 21, 2014.
Section 3 PROPOSAL FORMAT AND SUBMISSION

This portion of the RFP pertains to any interested party which wishes to be provided an opportunity to submit a proposal.

3.1 The proposal must address the provision of the services described in Section 2 and any other services considered necessary and/or appropriate.

3.2 The proposal must include:

3.2.1 General description of your company to include the following:
The length of time your company has been providing natural gas brokerage services (minimum of five years experience is required)

3.2.2 Names and experience of individual(s) assigned to provide services

3.2.3 Three professional references from higher education institutions – include organization name, name of contact person and title, telephone number and email address

3.2.4 Cost proposal for services – Compensation may be based on a fixed monthly fee, a shared savings arrangement or a combination of the two. Proposers should specify the compensation method and provide details and examples of how it will be administered.

3.3 Proposal may be submitted via email at cgreen2@stlcc.edu. The “Subject” field should be labeled – “B0003326 Natural Gas Brokerage Services Response”.

3.4 Contact Cynthia Green at cgreen2@stlcc.edu or 314 539-5227 with all questions regarding this RFP. Proposers may not contact other College employees regarding any of these matters while the RFP and evaluation are in process.

3.5 EVALUATION PROCESS: The award of a contract resulting from this RFP shall be based on the best proposals received in accordance with the following criteria:

3.5.1 Experience and Credentials of Consultant – 30%
3.5.2 Cost Proposal for Services – 70%

Failure to provide adequate information for evaluation of the subjective criteria will result in minimal subjective consideration and may result in rejection of the proposers proposal.
Section 4  ADMINISTRATIVE DETAILS AND CHECKLIST

4.1 This Request for Proposal does not commit the College to award a contract, to pay any cost incurred in the preparation of a proposal in response to this request, or to procure or contract for services. The College reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFP if it is in the best interest of the College.

4.2 The College reserves the right to reject any and all offers, to waive minor irregularities in offers received, and to request additional information from proposers.

4.3 The College reserves the right to accept other than the lowest fees quoted.

4.4 The bidder(s) whose proposal represents the best business decision to the College, all factors considered will be recommended for award to the College's Board of Trustees.

4.5 The College's Board of Trustees has the sole authority to award a contract as a result of this Request for Proposal process.

4.6 All proposals must be signed by a duly authorized representative of the respondent with binding authority. Failure to sign the College Invitation for Bid document will result in automatic disqualification of that proposal.

4.7 After the bid opening the Proposal becomes the property of the College and is subject to the open records law of the State of Missouri (RSMo 610.021). Statement of confidentiality or proprietary information should not be included in the proposal. All proposals are required to become a matter of public record according to state law.

Additional Information Requested for Reporting Purposes Only

Please provide your company's Minority/Woman/Disadvantaged Business Enterprise status (MBE/WBE/DBE):

Does your company employ union employees?
GENERAL TERMS AND CONDITIONS

1. CONTRACT PERIOD
The contract shall not bind, nor purport to bind, the College for any contractual commitment in excess of the original contract period, which shall be determined. Service shall commence on the date as shown in the RFP and extend for a period of one year unless otherwise noted in the agreement. College will give as much advance notice as possible to the ending period.

2. REVISIONS TO THE SCOPE OF WORK
In the event the scope of work is revised, additional compensation shall be considered and negotiated at that time. The College may request other professional service not included in the proposal and may negotiate the related fees for such services.

3. COORDINATION OF ACTIVITIES
The contractor shall fully coordinate its activities in the performance of the contract with those of the College. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor throughout the effective period of the contract.

4. CONFIDENTIALITY
Inasmuch as under the contract the contractor may acquire confidential information, the contractor agrees to keep such information confidential. It is further understood and agreed that this obligation to keep such information confidential shall continue at all times beyond the completion of the contracted work.

5. REPLACEMENT OF PERSONNEL
The College reserves the right to have the contractor immediately remove or replace personnel whose performance the College determines to be unsatisfactory. There shall be no charge to the College for the contractor's replacement of such personnel while under contract with the College.

6. CLARIFICATION OF CONTRACT
The College reserves the right to clarify any contractual relationship in writing with the concurrence of the contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the contractor's proposal. In all other matters not affected by the written clarification, if any, the Request for Proposal document shall govern.

7. FORCE MAJEURE
Neither party shall be liable for delays, or defaults in the performance of this Contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, Governmental action, or any other causes of a similar character beyond its control and without its fault or negligence.

8. GOVERNING LAW
This contract shall be construed according to Missouri law, which is interpreted without regard to its conflicts of laws principles.

9. BANKRUPTCY OR INSOLVENCY
In the event of proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Supplier, the College may cancel this Contract or affirm the Contract and hold Supplier responsible in damages.

10. INSURANCE/INDEMNIFICATION
The Contractor shall pay for and maintain, until all work is completed, such insurance as will protect him and the College from claims under Workers’ Compensation Acts, Workers’ Occupational Disease Acts, and from any other claims for damages to property or for bodily injury, including death, which may arise from operations under this agreement whether such operation be by himself or any subcontractor or anyone directly or indirectly employed by either of them. Such insurance shall cover all contractual obligations, which the Contractor has assumed including the “Hold Harmless Agreement”. This provision shall state the Contractor agrees to indemnify and save harmless the College and its agents and employees from and against all claims for injury to person or damage to property arising from his work or work performed by any of his subcontractors or their employees.
11. INSURANCE/CERTIFICATES & LIMITS

The following insurance shall be taken out and maintained at the Contractor's expense:

A. Workers' Compensation and Occupational Diseases shall have statutory limits.

B. Employers' Liability shall be in an amount not less than $100,000 (Coverage B).

C. Comprehensive General Liability: Bodily Injury and Property Damage: $2,000,000 Combined Single Limits (or Bodily Injury and Property Damage $2,000,000). Contractual Liability coverage including the "Hold Harmless Agreement" must be fully insured under this policy for the liability limits set forth above. Contractor's Protective Liability coverage must be included for the liability limits set forth above. The Contractor's Comprehensive General Liability Insurance shall include and provide:
   1. Coverage for bodily injury and/or property damage on an “occurrence” basis with an approved definition.
   2. A broad form property damage endorsement.
   3. Completed operations liability.
   4. If applicable to work under this agreement, the Contractor shall provide proper endorsements to cover property damage liability normally excluded under insurance code numbers bearing the symbols “X”, and/or “C” and/or “U”. St. Louis Community College shall be named as additional insured.

D. Comprehensive Automobile Liability Insurance: Bodily Injury and Property Damage: $500,000 combined single limits (or $250,000/$500,000 Bodily Injury, $500,000 Property Damage). This insurance must include non-owned, hired or rented vehicles as well as owned vehicles.

12. TAXES

The Contractor shall take into account that the College, a government subdivision, is exempt from most state and federal taxes. (Tax Exemption No. 11166584)

13. PAYMENTS

Contractor shall submit invoice(s) upon completion of the work each month. The College shall make payment within (30) days of receipt of invoice.

14. PAYMENTS WITHHELD

The College shall have the right to hold or delay payments if the contractor fails to complete work for the month within scheduled time limits and/or the contractor's work is unsatisfactory or incomplete for a particular period.

15. CANCELLATION

Either party may terminate or revise this agreement if agreed to by giving the other party fourteen (14) day's prior written notice.

16. CONTRACTOR INSURANCE

Contractor shall maintain at his expense all insurance required protecting his employees and his operations fully while on the College’s property including Workers’ Compensation, Employees’ Liability, Comprehensive General Liability, and Comprehensive Vehicle Liability Insurance. Contractor shall provide copies of the Certificate of Insurance to the College naming the College as co-insured after award of agreement.

17. COLLEGE LIABILITY

The College shall not be liable for any injury to any employee of the Contractor while said employee shall be performing work pursuant to the agreement, and the Contractor hereby indemnifies the College and agrees to hold it harmless from any and all claims made by any employee who may be injured on the College's property by any cause to the extent attributable to the Contractor's negligence and from all costs arising from such claim or claims including court costs and reasonable attorney's fees.
18. SAFETY
It will be the responsibility of this Contractor to initiate, maintain, and supervise all safety precautions and programs in connection with the work. This includes compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority for safety of persons or property.

19. COMPLIANCE WITH APPLICABLE LAWS
The contractor warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipal governmental authority or agency in providing the services covered by this Contract, including, but not limited to, Fair Labor Standards Act of 1938 as amended.

20. NON-DISCRIMINATION IN EMPLOYMENT
In connection with the furnishing of supplies or performance of work under this Contract, the Supplier agrees to comply with the Fair Labor Standard Act, Fair Employment Practices Act, Equal Opportunity Employment Act, Americans With Disabilities Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

21. ASSIGNMENT OF AGREEMENT
The agreement shall not be assignable by the Contractor in whole or in part without the written consent of the College.

22. NOTICE AND SERVICE THEREOF
Any notice to Supplier from the College relative to any part of this Contract will be in writing and considered delivered and the service thereof completed when said notice is posted, by certified, or regular mail, to the Supplier at his last given address, or delivered in person to Supplier or his authorized representative.

23. COMPLETE AGREEMENT
The Contract expresses the complete agreement of the parties. Any changes, additions or modifications hereto must be in writing and signed by the Manager of Purchasing. No other individual is authorized to modify the Contract in any manner.
NOTICE AND INSTRUCTIONS TO BIDDERS/VENDORS REGARDING SECTIONS 285.525 THROUGH 285.550 RSMO, EFFECTIVE JANUARY 1, 2009

Effective January 1, 2009 and pursuant to the state of Missouri’s RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., St. Louis Community College) to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

St. Louis Community College, in order to comply with sections 285.525 through 285.550 RSMO, requires the following bid and contract documents:

**Required Affidavit for Contracts Over $5,000.00 (US) – Effective 1-1-2009.** Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services: and

2. that Company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

St. Louis Community College encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program and the service is free. Information regarding E-Verify is available at [www.uscis.gov](http://www.uscis.gov) scroll to the bottom of the page and select the E-verify link or by calling 888-464-4218. You may also access the website to begin the registration process at [https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES](https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES).

If you have any questions, please contact St. Louis Community College, Purchasing Department at 314-539-5227.
The undersigned, being duly sworn upon oath, deposes and states as follows:

1. I am authorized to execute this affidavit and to enter into contracts on behalf of the following business entity or employer authorized to conduct business in the State of Missouri (hereinafter referred to as “Contractor”): ______________________________.

2. I am the ____________________________ for Contractor and I have personal knowledge of the facts stated herein.

3. On or about _____________________, Contractor entered into a contract with St. Louis Community College (“Political Subdivision”), for the provision of Natural Gas Brokerage Services as more fully described in B0003326 (hereinafter referred to as “Contract”).

4. Contractor affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the Contract.

5. On or about ____________________, Contractor enrolled and began participating in E-Verify, a federal work authorization program managed by the Department of Homeland Security (“DHS”) and the Social Security Administration (“SSA”), as referred to in the Revised Statutes of the State of Missouri, § 285.530.

6. Pursuant to a Memorandum of Understanding between Contractor, DHS, and SSA (hereinafter referred to as the “Memorandum of Understanding”), Contractor is obligated to verify each employee hired after _____________________ (hereinafter referred to as the “Enrollment Date”), and Contractor hereby affirms its compliance with all obligations contained in the Memorandum of Understanding.

7. Contractor affirms that it is now and shall remain registered in E-Verify up to and including the term of the Contract and that, in addition to the Memorandum of Understanding, Contractor has provided Political Subdivision with supporting documentation regarding all employees hired after the Enrollment Date who are working in connection with the Contract.

8. Contractor affirms that if it is determined that an employee is not eligible to work on the contract, Contractor shall immediately remove the employee from the Contract, pending resolution of the matter with the appropriate state and federal authorities.

9. Contractor affirms its understanding of the requirements of the Revised Statutes of the State of Missouri, §§ 285.525 to 285.550, including the right of the State to terminate the contract and permanently suspend or debar Contractor from doing business with the State under certain circumstances.
AFFIDAVIT

Dated this ___ day of ______________, 2014.

______________________________________________

STATE OF )
COUNTY OF ___________ ) SS.

On this____ day of ______________ in the year 2014, before me, ________________, a Notary Public in and for said State, personally appeared ________________, known to me to be the person who executed the within Affidavit, and acknowledged to me that ________________ executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of___________ and State aforesaid, the day and year first above written.

______________________________________________
Signature of Person Executing Affidavit

______________________________________________
Notary Public

My Commission Expires: