

Addendum #1

TAC 517

CITY OF TULSA
NATURAL GAS

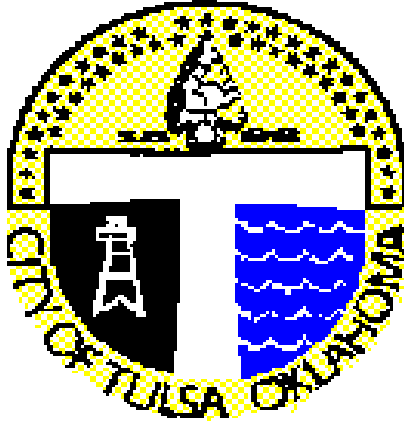
THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

The following may be items of interest or clarification to help in the bid process.

1. The North Side Sewage Treatment at 5665 N. 105th E. Ave. and the Tulsa Sewer and Water facility at 5300 South Elwood will begin service as soon as a contract can be put in place. The remaining four locations will begin service with a third party supplier on October 1, 2001.
2. Wire transfer as well as Automatic Clearing House payments from the City of Tulsa to the third party supplier are available.
3. If the third party supplier locates a supply of Natural Gas at a cost savings during the time of the contract, acceptance of this purchase may be approved by contacting the Purchasing Agent.

Signature of Authorized Agent

Date



INVITATION FOR SEALED BID

TAC 517

Description: Natural Gas
Department: CITY OF TULSA

NIGP Commodity Code(s): 405-13-00-000-0

Total pages including this page is 20

NOTE: FAXING OF BID WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : <http://www.cityoftulsapurchasing.org/>

you must notify the buyer **Patricia Cummings** of your intent to bid by e-mail at pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: January 25, 2001

BID NUMBER: TAC 517

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: December 20, 21, 22, 28, 29, 2000

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

MANDATORY PRE-BID CONFERENCE: SEE PAGE 9

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

SIGNATURE OF AUTHORIZED AGENT

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid 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 municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting 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 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;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 20_____.

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Date: _____

Signature: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 517 NATURAL GAS PUBLIC WORKS DEPARTMENT

Please attach price sheet summary proposal

- Indicate the Basis Price (commodity cost + margin + any other riders that may apply). Do not include GRT in your basis price.
-

- Indicate the Fixed Percentage + index at City Gate Cost/Dth based on the NYMEX at close of business, two days prior to the bid opening.
-

- Calculate the **Total Burner Tip Cost/Dth** by adding the **Total Commodity Burner Tip Cost/Dth** to the **LDC's Effective Unit Cost. (transportation cost)**
-

TAC 517

NATURAL GAS

Public Works Department

INTENT:

THE INTENT OF THIS REQUEST FOR PROPOSAL AND RESULTING CONTRACT IS TO OBTAIN PROPOSALS FROM QUALIFIED CONTRACTORS CURRENTLY ENGAGED IN THE NATURAL GAS TRANSPORTATION BUSINESS IN OKLAHOMA TO PROVIDE NATURAL GAS SERVICE AT THE LOWEST POSSIBLE COST WITH THE HIGHEST LEVEL OF RELIABILITY, SERVICE AND SAFETY. PROPOSALS WILL BE ACCEPTED FROM QUALIFIED, LICENSED, NATURAL GAS PRODUCERS, BROKERS, OR MARKETERS FOR FIRM NATURAL GAS SUPPLIES FOR THE CITY OF TULSA'S SOUTHSIDE WASTEWATER TREATMENT PLANT, 5300 SOUTH ELWOOD, TULSA, OK, 74107, IMMEDIATELY. OTHER LOCATIONS THROUGHOUT THE CITY OF TULSA ARE TO BE ADDED TO THIS CONTRACTUAL AGREEMENT BEGINNING OCTOBER 1, 2001. (SEE LIST OF ADDITIONAL SITES ON APPENDIX 2.)

PRE-BID CONFERENCE:

A MANDATORY PRE-BID CONFERENCE WILL BE HELD TUESDAY, JANUARY 9, 10:00 A.M AND AGAIN ON THURSDAY, JANUARY 11 AT 10:00 A.M. IN CONFERENCE ROOM #1101 AT CITY HALL TO DISCUSS THE CITY'S EXPECTATIONS AND CLARIFY ANY AMBIGUITIES. ATTENDANCE IS REQUIRED AND ANY VENDOR SUBMITTING A BID WHO HAS NOT ATTENDED THIS MEETING WILL NOT BE CONSIDERED.

SCOPE OF WORK:

THE CONTRACTOR SHALL ACT AS THE AGENT. RESPONSIBILITIES INCLUDE OBTAINING GAS SUPPLIES, MONIMATING RECEIPTS AND DELIVERIES, MANAGING IMBALANCES AND PRIOR PERIOD ADJUSTMENTS, PAYING ALL COSTS OF GAS SUPPLIES, AND TRANSPORTATION AND PAYMENTS OF GAS THROUGH THE LDC'S LINES TO DELIVERY POINTS AGREED TO BY BOTH PARTIES. NOTE: THIRD PARTY WILL BE RESPONSIBLE FOR ANY IMBALANCES.

THE CONTRACTOR SHALL BE RESPONSIBLE TO SUPPLY GAS TO ALL LISTED EXISTING METERS. PAYMENT OF TRANSPORTATION COSTS ARE TO BE MADE TO OKLAHOMA NATURAL GAS WITHIN 10 DAYS OF THIRD PARTY INVOICE TO CITY, AS OUTLINED IN TARIFF DOCUMENTATION.

THE CONTRACTOR IS TO ACT AS PAYMENT AGENT FOR THE LDC, PROVIDING A CONSOLIDATED, CUSTOMIZED BILL. THERE IS TO BE A SINGLE BILL FOR EACH METER COVERING TOTAL CHARGES THROUGH THE METER. THE HISTORY ASSOCIATED WITH THESE BILLS IS TO BE MADE AVAILABLE TO THE CITY IN ANY POPULAR ELECTRONIC SPREADSHEET FORMAT (LOTUS, EXCEL, ETC.) WHEN REQUESTED.

PRICE:

THE CITY SEEKS A LONG-TERM, INDEX + FIXED PERCENTAGE PRICE (AT THE CITY GATE) CONTRACT. VARIABLE PRICING WITH KNOWN ESCALATORS, OR OTHER PRICING MECHANISMS WILL BE CONSIDERED.

PRICE PROPOSALS FOR FIRM DELIVERY, FULL REQUIREMENTS ARE REQUIRED AND SHOULD BE EXPRESSED AS DOLLARS PER DTH **INCLUDING ALL COSTS, TAXES (GRT %) AND ALL PIPELINE LOSSES ASSOCIATED WITH TRANSPORTATION.** FIXED PRICING IS TO BE BASED ON THE NYMEX, (OR OTHER ACCEPTED PUBLIC EXCHANGE) CLOSE OF BUSINESS, TWO DAYS PRIOR TO THE BID DUE DATE. *THE FINAL CONTRACT PRICE WILL BE DETERMINED ON THE DATE OF AWARD BY ADDING THE BASIS PRICE TO THE NYMEX COST OF GAS AT THE TIME PLUS THE GRT.*

ON THE PRICE SHEET SUMMARY PROPOSAL (PAGE 8):

- INDICATE THE BASIS PRICE (COMMODITY COST + MARGIN + ANY OTHER RIDERS THAT MAY APPLY). DO NOT INCLUDE GRT IN YOUR BASIS PRICE.
- INDICATE THE FIXED PERCENTAGE + INDEX AT CITY GATE COST/DTH BASED ON THE NYMEX AT CLOSE OF BUSINESS, TWO DAYS PRIOR TO THE BID OPENING.
- CALCULATE THE **TOTAL BURNER TIP COST/DTH** BY ADDING THE **TOTAL COMMODITY BURNER TIP COST/DTH** TO THE **LDC'S EFFECTIVE UNIT COST. (TRANSPORTATION COST)**

ON A SEPARATE SHEET IDENTIFY ANY OTHER CHARGES (SUCH AS CUSTOMER SERVICE CHARGES) FOR WHICH THE CONTRACTOR ASSUMES THE CITY OF TULSA WILL BE RESPONSIBLE AND HOW THEY WILL BE CALCULATED. DESCRIBE THE METHOD AND FREQUENCY OF PRICE ADJUSTMENTS, IF ANY (INCLUDING THE LDC'S), AS APPLICABLE.

WARRANTY:

THE CONTRACTOR OF FIRM GAS SUPPLY MUST WARRANT THAT IT HAS ACCESS TO SUFFICIENT NATURAL GAS TO DISCHARGE ITS CONTRACTUAL OBLIGATION. THIS WARRANTY IS A FUNDAMENTAL CONSIDERATION FOR THE ARRANGEMENT CONTEMPLATED. THE CITY OF TULSA IS PARTICULARLY

CONCERNED FOR THE SECURITY OF SUPPLY. THE CONTRACTOR OF FIRM GAS SUPPLY MUST BE ABLE TO DEMONSTRATE ITS CAPABILITY TO PERFORM AND BE WILLING TO ACCEPT PENALTIES IN THE EVENT OF NON-PERFORMANCE.

THE CITY MAY ALSO CONSIDER PROPOSALS THAT GUARANTEE MINIMUM SAVINGS OVER WHAT THE REGULATED UTILITIES' TOTAL WOULD HAVE BEEN FOR THE SAME SERVICE.

PERFORMANCE BOND: THE SUCCESSFUL BIDDER WILL BE REQUIRED TO POST (1) A PERFORMANCE BOND, OR (2) AN IRREVOCABLE LETTER OF CREDIT NAMING THE CITY OF TULSA AS BENEFICIARY, AND GUARANTEEING THE PROPER AND PROMPT COMPLETION OF THE WORK AND/OR SUPPLY ON THE MERCHANDISE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AND BID SPECIFICATIONS. THE PERFORMANCE BOND OR IRREVOCABLE LETTER OF CREDIT SHALL BE IN THE AMOUNT OF \$5,000. THE PURCHASING AGENT MAY WAIVE CONTINUANCE OF THE PERFORMANCE BOND AFTER THE FIRST FULL YEAR OF THE CONTRACT.

PERFORMANCE BONDS AND/OR EVIDENCE OF INSURANCE: PERFORMANCE BONDS AND/OR EVIDENCE OF INSURANCE REQUIRED OF THE SUCCESSFUL BIDDER ON THIS BID SOLICITATION MUST DELIVER THESE DOCUMENTS TO:

CITY OF TULSA - LEGAL DEPARTMENT
200 CIVIC CENTER, ROOM 316
TULSA, OK 74103

EACH PERFORMANCE BOND OR INSURANCE CERTIFICATE MUST BE IDENTIFIED WITH BID REQUEST NUMBER OF THIS BID SOLICITATION.

RESERVE/FINANCIAL DATA:

RESPONDENTS MUST SUPPORT THEIR PROPOSALS WITH EITHER GAS-RESERVE OR FINANCIAL INFORMATION. NO AWARD IS FINAL UNTIL RESPONDENTS DEMONSTRATE CONTRACTUAL PERFORMANCE ABILITY.

QUALITY OF GAS:

THE NATURAL GAS SHALL MEET ALL INTERSTATE GAS PIPELINE AND DISTRIBUTION LINE STANDARD SPECIFICATIONS.

NOMINATION OF GAS REQUIREMENTS:

THE CONTRACTOR SHALL NOMINATE DAILY VOLUME REQUIREMENT TO THE LDC.

THE CONTRATOR SHALL BE RESPONSIBLE FOR MANAGING THE INSTALLATION OF TELEMETERING DEVICES. COSTS ARE AS APPROVED BY THE DPUC AND ARE INCLUDED IN THE LDC'S STANDARD FEES. THESE DEVICES WILL PROVIDE, ON A DAILY BASIS, METER READINGS OF VOLUME, TEMPERATURE, PRESSURE AND AN ESTIMATE OF ANY ANTICIPATED SIGNIFICANT CHANGE OF USAGE FOR THE FOLLOWING DAY. THE INSTALLATION SHALL BE APPROVED BY THE CITY AND THE LDC. THE CONTRACTOR SERVES AS THE CITY'S AGENT AND IS RESPONSIBLE FOR THE MAINTENANCE AND/OR COORDINATION OF MAINTENANCE SERVICES WHETHER MAINTENANCE WORK AND ASSOCIATED COSTS ARE COVERED BY THE CONTRACTOR, LDC OR ANOTHER PARY OF THE CONTRACTOR'S CHOOSING.

DAILY NOMINATIONS ARE TO BE ADJUSTED TO INCLUDE LDC'S REQUIREMENTS DUE TO SYSTEM LOSSES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PENALTIES CHARGED BY THE LDC TO THE CITY. THE CONTRACTOR SHALL BALANCE THE OVER/UNDER SUPPLY ON A MONTHLY BASIS.

THE CONTRACTOR GUARANTEES SUPPLY. IF GAS IS NOT AVAILABLE FROM THE CONTRACTOR, THE CITY AFFECTED RESERVES THE RIGHT TO PURCHASE GAS FROM OTHER SOURCES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF SUCH PURCHASES WILL BE CHARGED BACK TO THE CONTRACTOR.

MISCELLANEOUS:

INCLUDE ANY OTHER SPECIFIC DATA WHICH YOU BELIEVE TO BE PERTINENT WHICH THE CITY SHOULD TAKE INTO CONSIDERATION WHEN EVALUATING YOUR PROPOSAL.

BIDDER QUALIFICATIONS:

BIDS WILL BE ACCEPTED ONLY FROM COMPANIES THAT HAS SUPPLIED THE TYPE OF SERVICE SPECIFIED HEREIN FOR A MINIMUM OF THREE (3) YEARS TO DATE.

ADDENDA AND INTERPRETATIONS:

IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS BID, A WRITTEN ADDENDUM WILL BE PROVIDED TO ALL THE BIDDERS. THE CITY OF TULSA IS NOT BOUND BY ANY ORAL REPRESENTATION, CLARIFICATIONS OR CHANGES MADE IN THE WRITTEN SPECIFICATIONS BY CITY OF TULSA EMPLOYEES UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO BIDDERS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIVISION.

ALTERING BIDS:

BIDS CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION, ALTERATION, OR ERASURE MADE BEFORE OPENING TIME AND DATE MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY. BIDS MUST BE SUBMITTED IN INK OR TYPEWRITTEN, PENCILING WILL NOT BE ACCEPTED.

RIGHT TO AUDIT:

BIDDER FULLY UNDERSTANDS AND HEREBY AGREES BY THE SUBMISSION OF THIS BID THAT SHOULD BIDDER BE AWARDED THIS BID AND SUBSEQUENTLY ENTER INTO CONTRACT WITH THE CITY TO FURNISH THE GOODS, SERVICES, MATERIALS AND/OR SUPPLIES CALLED FOR HEREUNDER, THE BIDDER SHALL, UPON ANY REASONABLE REQUEST BY CITY AND DURING BIDDER'S NORMAL BUSINESS HOURS, GRANT CITY STAFF INGRESS ONTO BIDDER'S PREMISES WHERE BIDDER'S BOOKS AND RECORDS ARE KEPT AND FURTHER AGREES THAT BIDDER SHALL PROVIDE CITY STAFF PERSONNEL REASONABLE ACCESS TO AND SUCH CLERICAL ASSISTANCE AS CITY'S STAFF MAY REQUIRE FOR EXAMINATION AND AUDIT OF BIDDER'S BOOKS AND RECORDS AS RELATE TO GOODS, SERVICES, MATERIALS AND/OR SUPPLIES FURNISHED CITY DURING THE TERM OF ANY CONTRACT RESULTING BETWEEN BIDDER AND CITY PURSUANT TO THIS BID.

AMERICANS WITH DISABILITIES ACT:

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. IT IS UNDERSTOOD THAT THE PROGRAM OF THE CONTRACTOR IS NOT A PROGRAM OR ACTIVITY OF THE CITY OF TULSA. THE CONTRACTOR AGREES THAT ITS PROGRAM OR ACTIVITY WILL COMPLY WITH THE REQUIREMENTS OF THE ADA. ANY COSTS OF SUCH COMPLIANCE WILL BE THE RESPONSIBILITY OF CONTRACTOR. UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

- (1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX

OR NATIONAL ORIGIN, EXCEPT WHERE RELIGION, SEX OR NATIONAL ORIGIN IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISION OF THIS NON-DISCRIMINATION CLAUSE.

(2) THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYMENT PLACED BY OR ON BEHALF OF THE CONTRACTOR, WILL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.

(3) NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

B. THE CONTRACTOR WILL INCLUDE THE PROVISION OF THE FOREGOING PARAGRAPHS OF THIS SECTION IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AWARD OF BID:

THE BID SHALL BE AWARDED TO THE FIRM WHOSE PROPOSAL IS RESPONSIVE TO THE BID AND IS MOST ADVANTAGEOUS TO THE CITY, CONSIDERING THE FACTORS IDENTIFIED IN THE BID AND SECTION 406E OF TITLE 6, THE PURCHASING ORDINANCE SET FORTH BELOW:

E. AWARD OF CONTRACT.

1. AUTHORITY OF MAYOR. THE MAYOR SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS WITHIN THE PURVIEW OF THIS CHAPTER.

2. LOWEST SECURE BIDDER. CONTRACTS SHALL BE AWARDED TO THE LOWEST SECURE BIDDER MEETING SPECIFICATIONS. IN DETERMINING "LOWEST SECURE BIDDER", IN ADDITION TO PRICE, THE FOLLOWING FACTORS SHALL BE CONSIDERED:

A. THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE REQUIRED;

B. WHETHER THE BIDDER CAN PERFORM THE CONTRACT OR PROVIDE THE SERVICE PROMPTLY OR WITHIN THE TIME SPECIFIED, WITHOUT DELAY OR INTERFERENCE;

C. THE CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY OF THE BIDDER;

- D. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES;
- E. THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE;
- F. THE SUFFICIENCY OF THE FINANCIAL RESOURCES AND ABILITY OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE;
- G. THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR CONTRACTUAL SERVICES TO THE PARTICULAR USE REQUIRED;
- H. THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT, AND;
- I. WHERE AN EARLIER DELIVERY DATE WOULD BE OF GREAT BENEFIT TO THE REQUISITIONING AGENCY, THE DATE AND TERMS OF DELIVERY MAY BE CONSIDERED IN THE BID AWARD, AND;
- J. THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID.
- K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

BID DOCUMENTS:

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN ITS ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOUR NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

APPENDIX 1

NATURAL GAS GLOSSARY

Agency Service: Arrangement in which a gas buyer gives an agent (the supplier) the right to act on its behalf to arrange or administer pipeline transportation service held by the buyer.

Balancing: Equalizing a shipper's receipts of gas into a pipeline with withdrawals. Balancing may be accomplished daily, monthly or seasonally with penalties assessed for excessive transportation imbalance. Before imposing penalties, however, shippers are generally provided notice and an opportunity to remedy the imbalance.

Basis: The difference between any reference point for gas prices and another price. Roughly, the basis between two physical locations is equal to the transportation cost.

British Thermal Unit (Btu): The quantity of heat required to raise one pound of water (approx. 1 pint) one degree Fahrenheit at or near its point of maximum density. A common unit of measurement for gas prices. 1030 Btu's = 1 Cubic Foot.

Burnertip: The end point at which natural gas is used as a fuel.

Calendar Month: A period beginning on the first day of the month and ending on the last day of the same month.

Cash-Out: Mechanism that allows shippers to resolve imbalances by selling gas to the pipeline, or purchasing gas from the pipeline.

Ccf: One hundred cubic feet. Approximately 1 Ccf=100,000 Btu=1 Therm.

Citygate: Physical interconnection location where gas is exchanged from an interstate pipeline to a local distribution company (LDC).

Commodity Charge: That portion of natural gas sales or transportation rate based upon the volume actually used or shipped, as opposed to a reservation or demand charge.

Contractor: Business receiving an award for supply of natural gas resulting from a successful response to this request for bids.

Creditworthiness: An evaluation of a shipper's financial accountability. Pipelines may require shippers to submit cash flow or other income statements. In some cases shippers will be asked to guarantee payment, or make prepayments.

Curtailement: Reduction of gas deliveries because of shortage of supply or because demand for service exceeds a pipeline's capacity.

Dekatherm (Dth): A unit of heating value equal to 10 Therms or one million Btu's (1 MMBtu). Approximately, 1 Dth=1 MMBtu=1 Mcf.

Delivery: Satisfying a contract through the tendering and receipt of the actual commodity.

Demand Charge: The portion of a gas or transportation charge that reflects a customer's contract requirements. Usually a set monthly fee, based on contract requirements for a peak day.

Dual Fuel Capacity: Ability of an energy-burning facility to use more than one kind of fuel, usually gas and oil non-concurrently.

Effective Additive Unit Cost: The total annual cost of LDC transportation divided by the total annual consumption in MCF.

Firm Service: The highest quality sales or transmission service offered to customers under a filed rate schedule that anticipates no planned interruption. Usually associated with distribution companies that service high priority end-users.

Firm Transportation (FT): Firm transportation is reserved, non-interruptible capacity on an interstate or local pipeline. FT contracts are typically between a pipeline operator and a purchaser for an extended period of time. FT can also be obtained for shorter periods of time by way of a release, whereby the holder of FT can sell or release their capacity to willing buyers under terms and conditions established by the parties. The cost of FT usually includes a demand, or reservation charge.

Force Majeure: An "Act of God" or unexpected and disruptive event beyond the control of buyer or seller that interferes with a party's ability to perform under a contract. A force majeure event will typically relieve a party from a contract obligation.

Hedging: Taking a temporary futures or options contract position that is commensurate in volume with and the opposite position of a cash position to protect against adverse price moves.

Imbalance: Discrepancy between the amount a shipper contracted to use or transport, and actual volumes used or transported. Shippers may be forced to pay an imbalance penalty for variances greater than a certain percentage. Marketers sometimes take responsibility to balance load so their customers can avoid penalties.

Index Price: An agreement to buy or sell based upon an average price published in a recognized trade journal.

Interstate Pipeline: A pipeline that transports gas across state borders from gas production area to local distribution companies. Interstate pipelines are regulated by the Federal Energy Regulatory Commission (FERC).

Interruptible Service: Gas service subject to interruption at the option of the pipeline. Also referred to as “best efforts.” Tariffs for interruptible service are cheaper than firm service.

Interruptible Transportation (IT): The purchaser of this service obtains short term use of capacity on a pipeline when that pipeline’s FT demand is not being fully used by the holders of that capacity. These contracts do not include any demand or pipeline reservation charges.

LDC: Local distribution company. Another name for the local gas utility.

Load Factor: The ratio of the amount of gas a customer actually takes compared to the maximum amount the customer is entitled to take under full load conditions. Can be expressed daily, worldly, monthly or annually. Residential customers who only buy gas during cold spells in winter months are low load factor customers. Industries that use gas year-round are high load factor customers.

Marketer: A company, other than the pipeline or LDC, that buys and resells gas or brokers gas for a profit. Marketers also perform a variety of related service, including arranging transportation, monitoring deliveries and balancing. An independent marketer is not affiliated with a pipeline, producer or LDC.

Maximum Daily Quantity (MDQ): The peak day (24 hour period) usage that the purchaser is entitled to take under Contract. Often, penalties are assessed when the MDQ is exceeded on a given day. This may also be called the peak demand or maximum contract quantity (MCQ).

Mcf: One thousand cubic feet: The average domestic user consumes 100-200 Mcf annually. Very roughly, 1 Mcf=1,003 MMBtu=1 Decatherm (Dth).

MMBtu: One million British Thermal Units. (The letter M denotes a thousand. Two M’s represent a thousand thousand, or one million.) Roughly, 1 MMBtu=1 Mcf.

Nomination: A shipper’s offer to move gas on a pipeline during a given period. Most nominations are made on a daily basis, although midday and hourly nominations are possible on some systems.

New York Mercantile Exchange (NYMEX): World’s largest energy futures exchange, site of natural gas futures and options trading.

Reservation Charge or Fee: A charge paid to reserve firm transportation capacity on a pipeline. In straight Fixed Variable rate design, it covers the pipeline’s fixed costs. Also referred to as a demand charge.

Service Territory: Physical area served by a utility.

Settlement Price: The final price posted for a day's trading, based on the closing range, by a NYMEX settlement committee.

Shoulder Months: Normally defined as spring and fall months when gas demand is lowest.

Spot Market: A market characterized by short-term, typically interruptible or best efforts contracts for specified volumes of gas. The bulk of the natural gas Spot market trades on a monthly basis.

Standby Service: A service that involves a pipeline or local distribution company guaranteeing to fill in with gas supplies in the event a transportation customer's other supplies are inadequate or not available.

Tariff: Compilation of all the effective rate schedules for a company, along with general terms and conditions of service.

Therm: Unit of heating value equivalent to 100,000 Btu's. roughly, 1.03 therm=1 Ccf.

Unbundling: This is a method in which the total gas service is separated into its various components (i.e., the gas commodity and transportation service) and permits the purchaser to separately buy components from different sellers.

Wellhead Cost of Gas: the price of natural gas at the point where it is produced prior to entering an interstate pipeline.

Appendix 2

CONSUMPTION HISTORY

**Department of Public Works
Southside Wastewater Treatment Plant**

November 27, 2000

**Oklahoma Natural Gas
Attention: Billing Representative**

Dear Sir or Madam:

The City of Tulsa is soliciting bids for compressed natural gas. To that end, please consider this your letter of authorization to release to any participating companies compressed natural gas usage information for all City of Tulsa accounts to include the following account numbers:

Account Name	L-Number	Station Number	CSS Account Number
1. North Side Sewage Treatment 5665 N 105 th East Ave.	L-328	58-712	111-2569733-010
2. Traffic Engineering Building 2440 S Jackson	L-329	93-040	111-2570023-010
3. Mohawk Zoo Primate Bldg. 5200 E 36 th Street North	L-330	93-039	111-2570019-010
4. Gilcrease Museum 2500 W Newton St.	L-405	47-771	111-2564661-011
5. New Animal Shelter 3031 N Erie Ave	L-414	96-056	111-2633194-002
6. Tulsa Sewer and Water 5300 S Elwood	L-742	54-873	111-2569625-011

Thank you for your cooperation.

Sincerely,

**Patricia Cummings
Buyer**