



Des Moines Public Schools
Request for Proposal
RFP7443

NOTICE

Des Moines Public Schools will receive sealed proposals for natural gas bulk supply until 9:00 a.m. on June 22, 2016. Proposals will be received by the District's purchasing agent at his office: 1915 Prospect Road, Suite 1200 Des Moines, Iowa 50310.

Proposers are requested to submit a signed original as well as an electronic copy (preferably in a PDF format). Inquiries regarding interpretation of this request and other questions shall be addressed to Mark Mattiussi via email: mark.mattiussi@dmschools.org

Calendar of Events*

Issuance Date	6/3/16
Inquiries Deadline	6/10/16
Due Date	6/22/16
Tabulation & Review	7/6/16
Board Recommendation	7/6/16
Board Approval	7/19/16
Initiate Services	8/01/16

*The calendar of events dates are subject to change.

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I. INTRODUCTION

In order to ensure the selection of qualified providers of natural gas supply the District is seeking proposals to perform the quality delivery of product and service as specified in the statement of work. It is the District's intent to select a service provider which will maximize the District's ability to achieve the best possible product and service at the lowest possible costs.

II. BACKGROUND

The District is located in Des Moines, Iowa, the capital city of the state and employees approximately 5,000 teachers and staff. The Des Moines Public School District has over 70 sites comprised of 65 schools, including 38 elementary schools, 12 middle schools, 5 comprehensive high schools, as well as other sites that house schools that provide a range of specialized and alternative educational programs or administrative staff. It educates approximately 32,000 students annually and has provided education services over one hundred years to the city's children.

III. GENERAL TERMS AND CONDITIONS

A. General

- 1) Proposers shall make all investigations necessary to thoroughly inform themselves regarding the delivery of product and service as required by the solicitation. No plea of ignorance by the Proposer of conditions that exist or that may hereafter exist as a result of failure to fulfill the requirements of the contract documents will be accepted as the basis for varying from the requirements of the District or the compensation to the Proposer. All information regarding this RFP will be posted on the District website @: www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/
- 2.) The terms and conditions of the Request for Proposal, the resulting contract(s) or activities based upon this Request for Proposal shall be construed in accordance with the laws of Polk County, Iowa. Wherever differences exist between Federal and State statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the District.
- 3.) Proposers are required to state exactly what they intend to furnish to the District via this solicitation and must indicate any variances to the terms, conditions or required services, of this solicitation; no matter how slight. (See VII. Exceptions)
- 4.) Proposers are advised that the District endorses the participation and utilization of local sources in its purchasing effort. Accordingly, proposals of equal price and quality will be awarded to Proposers residing within the geographic area when available. This policy does not prohibit Proposers who reside outside of the area from participating in the purchasing process as long as these Proposers can offer product and services at competitive pricing.

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B. Clarification and Modifications

- 1.) Where there appears to be variances or conflicts between the General Terms and Conditions and the Statement of Work outlined in this solicitation, the Statement of Work shall prevail.
- 2.) If any Proposer contemplating submitting a Proposal under this solicitation is in doubt as to the true meaning of the requirements, the Proposer must submit a written request for clarification to the District's Purchasing Agent by the date designated by the Calendar of Events by email @: mark.mattiussi@dmschools.org.
- 3.) The Purchasing Agent for the District will work with the authorized agent of the District to respond to all inquiries and will render an official interpretation of the question in writing. The District shall not be responsible for verbal interpretations offered by employees of the District who are not agents of the District's Purchasing Department
- 4.) The District will issue a written addendum if substantial changes, which may impact the technical submission of proposals, are required. A copy of the addenda will be posted online at our website: www.dmschools.org. The Proposer will certify its acknowledgement of the addendum by signing the addendum and returning it with their proposal. In the event of a conflict with the original contract documents and the addenda, the addenda shall govern all other contract documents to the extent specified. Subsequent addenda shall govern over prior addenda only to the extent specified.

C. Pricing

- 1.) If the Proposer is awarded a contract under this solicitation, the prices submitted shall remain fixed and firm during the term of the solicitation review and any subsequent contract period; provided, however, that the Proposer may offer incentive discounts from this fixed price to the District at any time during the contractual term.
- 2.) Proposers will neither include Federal, State nor applicable local excise or sales taxes in their prices, as the District is exempt from payment of such taxes. An exemption certificate will be provided where applicable upon request
- 3.) The Proposer, by affixing its signature to their submission, certifies that their proposal is made without previous understanding, agreement, or connection either with any persons, firms or corporations offering a proposal for the same services, or with the District. The Proposer also certifies their submission is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

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D. Preparation and Submission

- 1.) This document is a Request for Proposal (RFP). It differs from a Request for Bid in that the District is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As defined by the American Bar Association Model Procurement Code, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the service, of which quality, references, and availability or capability of the provider, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards, which measure how well a respondent's approach meets the desired requirements and needs of the District.
- 2.) The proposal must be typed or legibly printed in ink, on the Form of Proposal supplied; use of pencil or erasable ink is not permitted. The authorized agent of the Proposer must initial all corrections made by the Proposer in ink.
- 3.) Proposals must contain the signature of an authorized agent of the Proposer. If the Proposer's authorized agent fails to sign the proposal, it shall be considered a non-responsive offer and shall not be considered.
- 4.) Proposals should be as thorough and detailed as possible so that DMPS may properly evaluate the Respondent's capabilities to provide the required products and services.
- 5.) Unit prices shall be provided by the Proposer on their submission. Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- 6.) The Proposer must include all information and supplemental documentation required in conjunction with this proposal. If the Proposer fails to supply any required information or documents, their submission shall be considered non-responsive and shall not be considered.
- 7.) The accuracy of the submission is the sole responsibility of the Proposer. Proposer will not be allowed to make changes to their proposal after the date and time of the opening due to error by the Proposer.
- 8.) Information packages should not contain promotional or display materials unless specifically required in The Statement of Work section. Informational packages must address the requirements as explained to aid the evaluation. All questions posed by the RFP must be answered clearly and concisely.
- 9.) This solicitation does not commit the District to pay any cost incurred by the Proposer or any other party in preparation and / or submission of proposals or in making necessary studies or designs for the preparation thereof, nor is the District obligated to procure or contract for such product and services.
- 10.) The District reserves the right to waive any and all informalities in information packages if such waiver does not substantially change the offer or provide a competitive advantage to any respondent.

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D. Preparation and Submission

11.) To facilitate the evaluation of Proposer's submission, they are asked to number all pages of their proposal and provide tabs as indicated below.

- a. **Tab # 1** **Services:** Address all areas detailed in Statement of Work
- b. **Tab # 2** **Qualification:** Complete the vendor qualification statement
- c. **Tab # 3** **References:** Provide references as requested
- d. **Tab # 4** **Exceptions/Alternatives:** Detail any exception with this request.
- e. **Tab # 5** **Form of Proposal:** Complete and sign the Form of Proposal.

E. Conflicts of Interest

- 1.) It shall be understood and agreed that submissions are offered independently without collusion with any other Proposer.
- 2.) In the event that an independent contractor or firm in conjunction with the District developed this RFP, neither that contractor, nor its principals or subsidiaries, shall be allowed to submit a proposal for this solicitation.
- 3.) In the event that this proposal request requires consulting services which may ultimately lead to the purchase of other products or services in the future, neither the selected consultant, nor its principals or subsidiaries, will be allowed to participate in the acquisition of these specific goods and services in the future
- 4.) Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a school district employee with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

F. Modifications or Withdrawals of Proposal

- 1.) Submissions may only be modified in the form of a written notice on company letterhead and must be received prior to the time and date set for the opening. Each modification submitted to the District's Purchasing Office must have the Proposer's name and return address and the applicable proposal number and title of the proposal clearly marked on the face of the envelope. If more than one modification is submitted, the modification bearing the latest date of receipt by the District's Purchasing Department will be considered the valid modification. All requests for modifications must be signed by a duly authorized agent of the submitting organization.
- 2.) Submissions may be withdrawn prior to the time and date set for the openings. Such requests must be made in writing on company letterhead and signed by a duly authorized agent of the submitting organization.

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G. Evaluation of Proposal

- 1.) The District reserves the right to reject any and/or all proposals or parts thereof, to waive informalities or irregularities in the information packages, and to enter into such contract or contracts as shall be deemed in the *best interests of the District*.
- 2.) The District reserves the right to reject proposals or parts thereof for the following reasons:
 - a. The Proposer misstates or conceals any material fact in their Proposal.
 - b. The Proposer's submission does not strictly conform to the law or requirements of the RFP.
 - c. The proposal does not include documents including, but not limited to, certificates, licenses, information or specification sheets, bonds, and/or samples, which are required for submission with the proposal in conjunction with the General Terms and Condition or Statement of Work.
 - d. The proposal has not been properly executed by the signature of an authorized representative of the submitting organization.
- 3.) A proposal may not be accepted from, nor any contract be awarded to, any person or firm which is in arrears to the District upon any debt or contract or which is a defaulter as surety or otherwise upon any obligation to the District.
- 4.) A proposal may not be accepted from, nor any contract awarded to, any person or organization, which has failed to perform faithfully any previous contract with the District, local, state or federal governmental agency for a minimum period of one (1) year after the previous contract, was terminated for cause.
- 5.) A submission may be rejected if the Proposer is currently under suspension or debarment by any local, state or federal government, and if the Proposer cannot so certify, then it shall submit along with the submission a written explanation of why it cannot make such certification.
- 6.) A proposal may not be accepted from, nor any contract awarded to, any person or firm, which has pending litigation against the District on the date and time that the time of the opening.
- 7.) The award will be made to the Proposer that best meets the needs of the District based upon the evaluation criteria. The District is not required to award the lowest cost submission.
- 8.) The District reserves the right to:
 - a. Reject any and all proposals submitted by prospective Proposers.
 - b. Re-advertise this solicitation
 - c. Postpone or cancel the process for this solicitation
 - d. Determine the criteria and process whereby proposals are evaluated and awarded.

H. Selection Process

- 1.) The following criteria may be used to assist in selecting the successful provider:
 - a. **Completeness:** Each response will be reviewed prior to the selection process for completeness and adherence to format.

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H. Selection Process

- b. **Evaluation Process:** The District will rely on its staff to formally evaluate each complete proposal. The evaluation process will objectively grade the proposal on its merit and responsiveness. The District will develop and employ a grading scale when evaluating proposals, the selection criteria will be the sole responsibility of the District.
- 2.) The District reserves the right to select the Awardee based upon the original response along with whatever other evaluation methodology the District chooses to pursue, in accordance with the District policy.
- 3.) Preliminary evaluations will be performed by the District's Purchasing and Facility Management departments to determine if all the minimum mandatory requirements have been met. Proposers must be able to demonstrate their ability to perform the required services by completing the Company Qualification Statement (Section V). Failure to meet the minimum mandatory requirements may result in the proposal being rejected.
- 4.) Site visits *may* be required by the District by the selected Proposer(s) to clarify their submission. The District will make every attempt to work with the selected Proposer(s) to schedule a date and time for each presentation agreeable to the Proposer(s). Failure to accept the District's invitation for a presentation may be grounds to reject the Proposer's submission.

I. Award of Contract

- 1.) **Contract:** This acceptance of a proposal is predicated on the total dollar amount to complete the project and the District's ability to secure adequate funding. In the event adequate funding is not available the District will not award a contract. If funding is available the Board of Directors for the District shall award a contract to the Awardee(s).
- 2.) The District retains the sole right to select the Awardee(s) it deems is in its own best interest.
- 3.) At the conclusion of the process the Awardee(s) may be asked to execute a service contract, a sample of which can be found at:
<http://www.dmschools.org/departments/operations/purchasing-central-stores/purchasing/open-proposals/>
- 4.) The General Terms and Conditions, The Statement of Work, the Proposer's submission, written letters, addenda and the Purchase Order are collectively an integral part of the contract between the District and the Awardee. The Awardee may be asked to enter into a contract with the District after the Board's approval at the conclusion of the process.
- 5.) The District shall select the Proposer(s) which, in its opinion, has made the best submission, (*not necessarily the lowest cost provider*) and shall award the contract to that Awardee(s), which is deemed in the best interest of the District. (See Statement of Work for more details)

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6.) **Insurance Requirements:** Awardee(s) shall submit to the District certificates of insurance, prior to beginning work under this contract and no later than ten (10) days after award of the contract. All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Iowa, and acceptable to the District, with an A.M. Best rating of B+ or greater and shall carry the provision that the insurance will not be cancelled or materially modified without thirty days (30) prior written notice to the District.

The District also requires the Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsement (See Exhibit 2). The Aggregate per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the District. The certificates of insurance shall list the Des Moines Public Schools as the additional insured for the specified project as outlined in this RFP. The coverage shall be written with a limit not less than \$3 million for any one claim, with an aggregate not less than \$3 million for all claims in a policy period. The Awardee(s) must provide a statement saying that such coverage shall be written exclusively to cover the Des Moines contract or as an alternative guarantee that the aggregate has not already been impaired by other claims if this policy covers other activities or services for other clients. Other forms of insurance which must be maintained during the entire term of the contract and any extensions shall be of the following forms and limits:

<u>Forms</u>	<u>Limits</u>
Workers' Compensation	Statutory
Automobile Liability	\$1,000,000 Combined Single Limit
Commercial General Liability, (Including Contractual Liability & Products Completed Operations Coverage)	\$1,000,000 Combined Single Limit
Umbrella/Excess Liability	\$2,000,000

The establishment of minimum limits of insurance by the Des Moines Public Schools does not reduce or limit the liability or responsibilities of the Awardee(s).

7.) **Indemnification:** The Awardee(s) shall assume the entire responsibility and liability to indemnify the Des Moines Public Schools, its elected and appointed officials, employees, volunteers and others working on behalf of the District. To the fullest extent permitted by law, the Awardee(s) agrees to defend, pay on behalf of, indemnify, and hold harmless the District against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the District by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with any work and/or activities performed by the Awardee(s) pursuant to the provisions of this Agreement. The Awardee(s) obligation to indemnify the District contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts. The District shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by the Awardee(s), its officers, employees, subcontractors, and others affiliated with the Awardee(s), arising out of or in any way connected or associated with any work and/or activities performed by the Awardee(s) pursuant to the provisions of this Agreement, except for and only to the extent caused by the negligence of the District.

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- 7.) **Indemnification:** The Awardee(s) expressly assumes full responsibility for any and all damages to the District Property arising out of or in any way connected or associated with any work and/or activities performed by the Awardee(s) pursuant to the provisions of this proposal including, but not limited to, the activities of the Awardee(s), its officers, employees, subcontractors, and others affiliated with the Awardee(s).

The Awardee(s) shall ensure that its activities on the District Premises will be performed and supervised by adequately trained and qualified personnel and the Awardee(s) will observe, and cause its officers, employees, subcontractors and others affiliated with the Awardee(s) to observe all applicable safety rules and requirements.

8.) Award Requirements

- a. Awardee(s) shall be familiar and comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to, and affected by, this contract including but not limited to Equal Employment Opportunity Commission (EEOC), the Occupational Safety, Health Act (OSHA), and Title I and Title II of the Americans with Disabilities Act (ADA) regulations. No Proposer shall be excluded from consideration for award in conjunction with this solicitation on the basis of race, color, creed, national origination, handicap or sex or be subjected to discrimination under any contractual award administered by the District. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50317, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C
- b. The Awardee(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or its power to execute such contract to any person, company or corporation without prior written consent of the District.
- c. All employees of the Awardee(s) shall be considered to be, at all times, employees of the Awardee(s) under its sole direction and not an employee or agent of the District. The Awardee(s) shall supply competent and physically capable employees in a number that is consistent with the service requirements. Where required, employees shall be licensed and accredited. The District may require the Awardee(s) to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on District property is not in the best interest of the District. In accordance with the District's policy regarding the use of tobacco and alcohol products and/or illegal drugs, no employee of the Awardee(s) shall be permitted to use these substances when performing work on District property.
- d. The Awardee(s) shall certify that all employees employed in support of this contract who have direct contact with students, which is defined to mean being in the presence of students during regular school hours or during school-sponsored activities, have not been convicted of (i) a felony; (ii) any offense involving the sexual molestation, physical or sexual abuse or rape of a child; or (iii) a crime of moral turpitude. (See Exhibit 1)
- e. The Awardee(s) will be responsible for the cost of all the equipment, accessories, labor, materials in order to the work as detailed in the Statement of Work
- f. The names of all subcontractors known, or contemplated, shall be listed. The District may approve all subcontracts.

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9.) Payment

- a. To be eligible for payment, all labor, equipment and materials covered under the Awardee's(s) invoice must be completed and accepted by the District. The District agrees to make payments under this contract within forty five (45) days after receipt of a correct invoice for such payment. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment.
- b. Any amounts due the District under the terms of this or any other agreement may be applied against the Awardee(s) invoices with documentation for the basis of the adjustment attached. In no event will the District be responsible for any interest penalty or late fee accrual when payment is delayed because of disagreement between the District and the Awardee(s) regarding the quantity, quality, time of delivery, or other noncompliance with the contract requirements for any product or service or the accuracy or correctness of any invoice.
- c. Awardee(s) shall submit to the District all invoices promptly upon completion of the requirements for installation, delivery, and acceptance of the products and services required under this contract. Invoices shall not include any costs other than those identified by the District upon awarding this contract or any subsequent change orders issued by the Purchasing Department. All other costs are the Awardee's responsibility, except to the extent such charges are identified by the District. Awardee(s) invoices shall provide at a minimum:

Type and description of the product or service installed, delivered and accepted; Quantity delivered; Charge for each item
Extended total (unit costs x quantity)
This RFP number and / or the DMPS Purchase Order number

- d. Payment terms offering a "prompt payment discount" of 20 days or greater will be considered in the evaluation of proposals. All other payment terms shall be net forty-five (45) calendar days or greater.
- e. Special Educational or Promotional Discounts: Awardee(s) shall extend any special educational or promotional sale prices or discounts immediately to the District during the term of the contract. Such notice shall also advise the duration of the specific sale or discount price.
- f. The District plans to pay Awardees using a procurement /virtual credit card, or may make payments by electronic funds transfer and recommends that Awardee accept one of these forms of payment.

J. Termination or Cancellation

- 1.) In order to protect the vested interests the District, and to ensure the efficient utilization of funds, the Awardee(s) shall comply with all contractual obligations contained in the General Terms and Conditions, Special Conditions and The Statement of Work. With respect to these obligations, the District will report any non-compliance issues to the Awardee(s) for corrective action. Continued non-compliance by the Awardee(s) shall be the District's justification for placing the Awardee's contract on probation status or termination of the contract.

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J. Termination or Cancellation

- 2.) In the event that the Awardee(s) defaults on its contract or the contract is terminated for cause due to performance, the District reserves the right to re-procure the products or services from the next lowest Proposer(s) or from other sources during the remaining term of the terminated/defaulted contract.
- 3.) In the case of termination, costs shall be prorated to the date of termination and the parties shall execute a settlement agreement to specify the terms. Failure to agree on a settlement may be subject to arbitration.
- 4.) With the mutual agreement of both the contractor and the District, upon receipt and acceptance of not less than thirty days written notice, the contract may be terminated on an agreed date before the end of the contract without penalties to either party.
- 5.) Either party may terminate the contract because of the failure of the other party to carry out the provisions of the contract. In such case, the party terminating the contract shall give thirty days' notice of conditions endangering performance and if after notice the offending party fails to remedy the violation of the terms to the satisfaction of the other party, the contract may be terminated.
- 6.) In the event the filing of a Petition in Bankruptcy by or against the Awardee(s), the District shall have the right to terminate the contract by providing fifteen days' notice of its intentions to terminate.
- 7.) If funds anticipated for these products or services do not become available for any reason, the District shall have the right to terminate the contract without penalty by giving not less than 20 days written notice documenting the lack of funding.

K. Severability

If for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

L. Bribery, Corruption and Gifts

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity with intent to influence that employee's acts, opinions, judgment or exercise indiscretion with respect to the employee's duties. Section 68B.22 governs the solicitation and acceptance of gifts by public officials.

M. Disclosure of Information Content

All proposal submissions become the property of the District and will not be returned to the Proposer at the conclusion of the selection process; the contents of all proposal submissions will be in the public domain and be open to inspection by interested parties subject to exceptions provided in Iowa Code Chapter 22 or other applicable laws.

Proposer must list those areas of their submission which they are seeking exemptions from this statute below as well as the section in Iowa code that permits this protection. The District in its sole discretion will determine if this request complies with the Iowa code. In the event that a Freedom of Information Act (FOIA) request is made upon the District for information which is marked confidential by the Proposer, the District will communicate immediately with the Proposer and allow them 15 working days to seek an injunction to stop the release of the requested information.

M. Disclosure of Information Content

The expense for such action shall be the responsibility of the Proposer, the District will not assume any cost for the release of information and will not be held responsible for the release of the information.

The sections listed below represents trade secrets or proprietary information exempt from release by Iowa Code Chapter 22:

<u>Section</u>	<u>Page Number</u>	<u>Iowa Chapter 22 Exemption</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Please use a separate sheet if more exemptions are requested.*

O. Audit or Examination of Contract

Proposer(s) agrees that any authorized auditor, the Office of Auditor of the State and where federal funds are involved, the Comptroller of the United States or a representative of the United States Government, shall have access to and a right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the Proposer(s) relating to the orders, invoices, or payment of this contract.

P. Copyrights

By submitting a proposal, the Proposer(s) agrees that the District may copy the submission for purposes of facilitating the evaluation of the proposal to respond to requests for public records. The Proposer(s) consents to such copying by submitting a proposal and warrants that such copying will not violate the rights of any third party. The District shall have the right to use ideas or adaptations of ideas that are presented in the proposal.

Q. Release of Claims

By submitting a proposal, the Proposer(s) agrees that it will not bring any claim or cause of action against the District based on any misunderstanding concerning the information provided herein or concerning the District's failure to provide the Proposer(s) with pertinent information as intended by this request.



IV. STATEMENT OF WORK

Purpose:

Des Moines Public Schools (the District) is considering the direct purchase of natural gas for selected facilities within the Des Moines Public School system. The District expects the natural gas Awardee(s) to deliver the daily needs of each selected site.

Contract Period:

The period of performance will begin 8/1/2016 and end on 6/30/2018.

Contractor Administrator:

The District will appoint a contract administrator upon execution of a contract with the Awardee(s). The contract administrator will monitor the conditions of the contract and will coordinate on behalf of the District with the vendor.

Volume:

The District expects to purchase approximately 115,000 Dth annually, district wide over 21 meters utilizing MidAmerican Energy Company's Monthly Metered Tariff. Monthly usage history for all of the selected sites is attached as Exhibit 3. This information is historical and should not be interpreted as a guaranteed or firm projection of future purchase under this contract. Please note that 5 of these meters will be new to transport. Under this contract the Awardee(s) agrees that any "take or pay clause" or guarantee of minimums or maximum volumes **will not** be accepted

Service Address:

Multiple locations in Des Moines, Iowa – all small volume meters. (Please see Exhibit 3)

Invoice/Billing Address:

Des Moines Public Schools
Attn: Accounts Payable
2323 Grand Ave.
Des Moines, Iowa 50309

Utility:

MidAmerican Energy

Delivery Point:

MidAmerican Energy Citygate

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Contract Questionnaire:

Explain how Northern Natural Gas fuel to be handled? _____

Excess/Shortfall Price:

Excess/Shortfall quantities are defined as the difference between the monthly metered contracted volumes versus the actual metered usage.

How will Excess/Shortfalls be priced? _____

Hedging: Please address the following questions:

Does the proposal allow the buyer to fix the commodity price during the term of the contract?

Does the seller charge any fees for hedging? _____

Are there any minimum volumes required to hedge? _____

Is the buyer limited to a maximum number of hedges per contract term? _____

What type of premium does the seller charge when a buyer fixes the commodity price? _____

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Service Level: Firm

Monthly Contract: *Please address the following questions:*

Does the contract allow the buyer to adjust monthly contract quantities prior to the month?

If the buyer changes the quantity, what adjustment will be made to the Contract Price? _____

How many business days' notice is required to change the monthly contracted quantity? _____

Other Charges:

Please list any additional charges that are not included in the Contract Price and will be passed on to the buyer? _____

Penalties:

Please identify any penalties that may be billed to the buyer from the seller or the utility? _____

Contract:

Please provide a sample contract for review.

Invoicing/Billing:

Do you provide Combination billing? Yes _____ No _____

Will all costs including commodity, utility distribution charges, transportation charges,

Or other charges be broken out by line item? Yes _____ No _____

Please include a sample invoice.

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V. COMPANY QUALIFICATIONS

Executive Summary: Please include an executive summary detailing your understanding of the requirements for this requests, as well as a detailed outline on how your company will address the needs of the District.

Contact Information

Please complete these sections below indicate the structure of your organization, its ability to conduct business in the State of Iowa, as well as provide the financial and insurance information requested.

RFP Contact: _____

Title: _____

Name of Firm: _____ Check One _____ Corporation

Address: _____ _____ Partnership

_____ _____ Individual

_____ _____ Joint Venture

Phone: _____ _____ Other

Fax: _____

Years in business: _____ Years the organization has been under its present name: _____

Former names used by your organizations: _____

Corporations:

Date of incorporation: _____ State of incorporation: _____

President's Name: _____

Vice President's Name: _____

Secretary's Name: _____

Treasurer's Name: _____

Individuals / Partnerships:

Date of organization: _____

Names and Addresses of all individuals and partners:

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Qualified States & Business:

Is your company qualified to do business in Iowa? _____

If yes, what is your Proposer(s) Registration Number? _____

List the states in which partnership or trade name is filed: _____

Organizational Structure & Personnel:

Please explain how the contract will be managed. Please list main contact including contact numbers and hours available. Please list 24-hour contact number.

Provide an organizational chart indicating the individuals or positions that would work on and have knowledge of the project with the District. Provide the resumes of the key individuals of your organization who will managerially oversee and directly work this account, include their professional qualifications and ability to perform the required services as well as the numbers of years' experience providing the required service.

Questionnaire:

What is the primary scope of your organization's operation (What areas does your company excel)?

Indicate the total number of years your firm has provided the requested services _____

Detail:

Detail any / all judgments, pending, or expected litigation or other real or potential financial reversals that might materially affect the viability or stability of the proposing organization or warrant that no such conditions exist.

Provide information about the organizations policies, practices, and standards for maintaining the confidentiality and integrity of the client's data, and information.

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Detail:

Provide information on how the organizations regarding dispute resolution

Insurance:

List the name, address and contact of the organization's insurance agent(s):

Financial Information:

List the name, address and contact of your organizations bank(s) or your D&B #:

The District may, at any time, investigate a Proposer's ability to perform the work. The District may ask for additional information about a company and its work on previous contracts. Please be aware that the District may use sources of information not supplied by the Proposer concerning the abilities to perform this work. Such sources may include, for instance, current or past customers of the organization; current or past suppliers; articles from communications and related publications; articles from other published sources such as industry newsletters or from non-published sources made available to the District.

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VI. REFERENCES

Provide a listing of at least three (3) references for which the company has provided similar services within the last five (5) years, and whose complexities are similar to those presented in this proposal: ***(Public entities preferred)***

Customer name: _____

Address: _____

City / State / Zip: _____

Contact name: _____

Contact title: _____

Telephone: _____

E-mail address: _____

Customer name: _____

Address: _____

City / State / Zip: _____

Contact name: _____

Contact title: _____

Telephone: _____

E-mail address: _____

Customer name: _____

Address: _____

City / State / Zip: _____

Contact name: _____

Contact title: _____

Telephone: _____

E-mail address: _____

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VIII. FORM OF PROPOSAL

Based upon the Statement of Work as well as the exhibits, please indicate your costs to perform the required services. Your proposal shall clearly state all of the costs associated with the service requested. **No other costs post award will be accepted.**

IFERC NNG Venture + \$_____ - is fuel included? _____

If not, what is the rate currently? _____

NYMEX last day settle +\$_____ - is fuel included? _____

If not, what would the rate be using the current fuel rate? _____

Do you offer different pricing options that have not been asked, such as full requirements, guaranteed savings or discount, a pool option or other? If yes, please explain and provide pricing: _____

If a pool option, please provide a two year history and what % of the pool the Des Moines Public Schools will comprise: _____

Please note: The District cannot make a guarantee as to the minimum level of expected business. Contract period August 1, 2016 to June 30, 2018.

Company Name: _____

Street Address _____

City / State/ Zip _____

Contact Phone Number _____

Contact Fax Number _____

Contact Email Address _____

Authorized Representative Signature _____

Representative Name (print) _____

The undersigned bidder certifies, by responding to this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or Local department or agency. Further, it is the policy of the Des Moines Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (for employment), marital status (for programs), sexual orientation, gender identity and socioeconomic status (for programs) in its educational programs and its employment practices. There is a grievance procedure for processing complaints of discrimination. If you believe you have been discriminated against or treated unjustly, please contact the Equity Coordinator, Isaiah McGee at 2323 Grand Avenue, Des Moines, IA 50312, 515-242-7662 Isaiah.mcgee@dmschools.org Section 504 34 CFR 104.8, Title IX 34 CFR 106.9, OCR Guidelines IV.O and V.C. Also the District plans to pay Seller using a procurement or virtual credit card, or may make payments by electronic funds transfer and recommends that Seller accept one of these forms of payment. Finally by signing this document the Seller and their agent(s) have read, understand and will comply with the District's Acknowledgement & Certification requirements as detailed below.

SUBJECT TO THE TERMS AND CONDITIONS @ <http://www.dmschools.org/wp-content/uploads/2015/08/General-Terms-n-Conditions-New.pdf>. THIS FORM AND EACH ADDITIONAL FORM OF PROPOSAL, IF ANY, MUST BE SIGNED



IX. EXHIBITS

**Exhibit 1
Offender Acknowledgement**

_____ (“Company”) is providing services to the Des Moines Independent Community School District (“District”) as a contractor, vendor, supplier, provider or sub-provider and/or is operating or managing the operations of a contractor, vendor, supplier or provider. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the District. The Company acknowledges that Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the District. The Company further acknowledges that, pursuant to Iowa law, a sex offender who has been convicted of a sex offense against a minor shall not operate, manage, be employed by, or act as a contractor or volunteer at the District. The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further certifies and agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above. The Company further certifies that the Company has completed a satisfactory background check on the Company’s employees. The Company hereby agrees to provide the District with the Company’s background screening procedures including specific context and infractions that are reviewed by the Company. The District reserves the right to, but does not have the obligation to, conduct a District background check on Company employees as determined by the District in its sole discretion. The District reserves the right to restrict access of any Company employee upon the real property of the District if such employee does not clear the District’s background check. The District reserves the right, but does not have the obligation to, to audit the Company’s background screening program at any time, whether announced or unannounced. The Company hereby agrees that the Company shall, upon request, permit an authorized District representative to review background screening records, including those of individual Company employees, in order to conduct a compliance review, audit or investigation, to the fullest extent permitted by law. The Company shall ensure that the provisions of this Acknowledgement and Certification are extended to any and all subcontractors, consultants, or others the Company may engage if such engagement involves their presence upon the real property of the District. The Company understands and agrees that violation of any of the provisions of this Acknowledgement and Certification shall constitute sufficient grounds for termination of any contract or subcontract without damages or penalty to the District. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect. In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she not only has the authority to sign the document on behalf of the Company, but has signed it knowingly and voluntarily.

**Exhibit 2
Endorsements**

ADDITIONAL INSURED ENDORSEMENT

Des Moines Public Schools, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage is primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT

Non-waiver of Governmental Immunity: The insurance carrier expressly agrees and states that the purchase of this policy and the including of the District as an Additional Insured does not waive any of the defenses of governmental immunity available to the District under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Claims Coverage: The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

Assertion of Government Immunity: The District shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.

Non-Denial of Coverage: The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the District.

No Other Change in Policy: The insurance carrier and the District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND NONRENEWAL ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Des Moines Public Schools, Purchasing Agent 1915 Prospect Road Suite 1200, Des Moines, Iowa 50310. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

WAIVER OF SUBROGATION

To the fullest extent permitted by law, the Awardee(s) hereby releases the District, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the Awardee(s) or anyone claiming through or under the Awardee(s) by way of subrogation or otherwise, for any loss without regard to the fault of the District or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full for and effect only with respect to loss or damage occurring during the time of the contract. The Awardee(s) policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the Awardee(s) to recover there under.