

NOTICE

Thank you for your inquiry regarding the City of Portage project listed below:

Natural Gas Supply

If your firm plans to submit a proposal on this project, please send an e-mail response to purchasing@portagemi.gov with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Date of Issue: November 18, 2015

REQUEST FOR PROPOSALS

The City of Portage will open sealed proposals on Thursday, December 3, 2015, at 3:00 p.m. prevailing local time in the City Hall Conference Room #1 at 7900 South Westnedge Avenue for:

Natural Gas Supply

You are invited to submit a proposal for this project. Sealed proposals may be mailed or delivered to the City of Portage, Purchasing Department, 7900 South Westnedge Avenue, Portage, MI 49002. Envelopes should be plainly marked:

SEALED PROPOSAL: Natural Gas Supply

FOR OPENING: Thursday, December 3, 2015 at 3:00 p.m.

General specifications, description, and conditions upon which the proposal is to be based are available on the City of Portage web-site at www.portagemi.gov Request for Proposal (RFP) packages will also be mailed upon request.
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Questions relative to the scope of work and historical information should be directed to Judy Johnson, Purchasing Manager, 269-324-9284. Questions pertaining to purchasing procedures, insurance or specification format should also be directed to the Purchasing Division, (269) 324-9284.

The City reserves the right to negotiate, reject any or all proposals, to waive any irregularities, and further reserves the right to accept any proposal or parts of proposals which it deems to best serve the interest of the City.

I. INSTRUCTIONS TO BIDDERS

A. Examination of Proposal Documents

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

B. Withdrawal of Proposals

Any bidder may withdraw his proposal, either personally or by facsimile or written request, at any time prior to the scheduled closing time for receipt of proposals.

Each proposal shall be considered binding and in effect for a period of 150 days after the date of opening set forth in the advertisement.

C. Proposal Opening

Proposals will be opened and publicly read aloud at the time and place set forth in the Notice to Bidders.

D. Proposal Form

1. Each proposal shall be made on the form provided and, except for proposals submitted via facsimile equipment, shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder.
2. Alternate Proposals: Alternate written proposals may be submitted; however, final determination as to suitability and compliance will lie with the City. Proposals submitted not meeting all specifications may be rejected. Oral proposals or modifications will not be considered.
3. Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the advertisement. It is the sole responsibility of the bidder to see that his proposal is received in the proper time. Any proposal received after the proposal opening date and time shall be returned to the bidder unopened.

E. Nondiscrimination

Upon submission of a proposal, the Contractor agrees that it will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. Specifically, providers are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

The City of Portage in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award..

F. Proposals Submitted via Facsimile Equipment – Fax No. 269-329-4535

1. Transmittal page must be plainly marked:
2. “Sealed Bid _____ for opening _____”
Bid Name Date
3. When proposals are submitted via facsimile equipment, both the original document and the facsimile printout are counterpart originals.
4. **In electing to use the facsimile option, the bidder assumes full responsibility for any and all errors, omissions, or mistakes that result in a bid not being submitted in a timely manner, whether or not the mistake was the fault of the bidder.**

G. Insurance

Proof of Insurance Coverage: The successful bidder will also be required to furnish to the City of Portage, at the time that the contracts are returned by the

Contractor for execution, a *Certificate of Insurance as well as any required endorsements*. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Portage at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least \$1,000,000/occurrence for personal injury and property damage.
- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile
- D. Umbrella – Excess Liability: At least \$3,000,000/occurrence in excess of \$1,000,000 underlying comprehensive liability insurance.

Additional Insured: These coverages shall protect the contractor, its employees, agents, representatives and subcontractors against the claims arising out of the work performed. Comprehensive General Liability and Motor Vehicle Liability Insurance shall include an endorsement stating the following shall be additional insured: *The City of Portage, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers shall be named as additionally insured.* It is understood and agreed by naming the City of Portage as additional insured, coverage afforded is considered to be primary and any other insurance the City of Portage may have is considered to be secondary and/or excess. A policy endorsement shall be provided.

Cancellation Notice All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002. A policy endorsement shall be provided.

Subcontractor Insurance: It shall be the contractor's responsibility to provide similar insurance for each subcontractor, or to provide evidence that each

subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

H. Indemnification

To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the City and its officers, directors, employees, agents and consultants from and against all claims, costs, losses and damages (including but not limited to all fees and charges and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (ii) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws and Regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors or employees of the City by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Firm under the terms of the contract. The Contractor shall procure and maintain at contractor's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Contractor's proper protection in the prosecution of the work.

I. Subcontractors Indemnification

Contractor shall require that each and every one of its contractors and their subcontractors and suppliers carry, in full force and effect, workers' compensation, comprehensive public liability and automobile liability insurance coverage which Contractor is required to obtain under the terms of this contract with appropriate limits of insurance. The Contractor is responsible for obtaining such indemnification agreement and submitting the same to the City before

allowing any work or service on its behalf to occur.

J. Approvals

The Contractor shall, at its own cost, obtain all necessary governmental or regulatory approvals, permits or licenses that Contractor may need to conduct its business activity.

K. Representations

If any questions or responses require revision to the proposal document as originally published, such revisions will be by formal addendum only. Bidders are cautioned that any oral or written representations made by any person that appear to change materially any portion of the proposal document shall not be relied upon unless subsequently ratified by a written addendum issued by the Purchasing Department. For determination as to whether any representation made requires that an amendment be issued, contact the Purchasing Department.

L. Project Information Sheet

Responsive proposals must include a fully executed Project Information Sheet located at the end of the proposal document. This document is self explanatory.

M. Financial Reports

The bidder shall submit financial reports for the past five years.

N. Responsive Proposals

At a minimum, responsive proposals shall include the following:

- a. A Project Information Sheet in format provided in the proposal document.
- b. A proposal page in format provided in the proposal document.
- c. Submission of financial reports for the past five (5) years
- d. Sample Contract.

O. Award Criteria

Favorable pricing will be one element of the selection process, but all the following factors will be used in evaluating bids received:

- a. Price
- b. Contract Terms
- c. Flexibility
- d. Corporate financial strength and credit rating
- e. Industry references

f. Customer references

This RFP does not represent a commitment by the City to do business with any offeror. Nothing set forth in this RFP is binding on the City as any terms and conditions related to the Services contemplated by this RFP will be set forth in a definitive Contract to be executed by City and the selected Respondent. The City may, in its sole discretion, elect not to award a Contract pursuant to this RFP.

P. Formal Presentations

Firms may be required to present a formal presentation to City Administration. Regretfully, the number and quantity of proposals received may logistically prohibit the possibility of providing every Firm with the opportunity to make a formal presentation. Therefore, Firms are encouraged to take maximum advantage of representing the qualities of the Firm through its proposal submission.

Q. Qualifications of Bidder

The City may make such investigation as deemed necessary to determine the ability of a bidder to furnish the required services, and the bidder will furnish to the City all information and data for this purpose as the City may request. The city reserves the right to reject a proposal if the evidence submitted by, or investigation of, such bidder fails to satisfy the City that such bidder is properly qualified to carry out the obligations of the contract and to deliver the services contemplated herein.

R. Contract Period

The contract resulting from this solicitation shall be in effect for one year beginning on or about February 1, 2016 through January 31, 2017, subject to availability of funds.

S. Renewal Option

- a. The contract may be renewed for up to five (5) additional years upon mutual agreement of the city and contractor. The city shall be the final authority in determining if a renewal proposal shall be accepted.
- b. No change in specifications or cost will be made by the contractor after award, without written authorization from the Purchasing Manager.

T. Commencement of Work

No contract is created until it is executed by all parties. Upon written notification of the contract award by the Purchasing Manager, the Contractor shall submit to the Purchasing Manager all required insurance certificates, bonding and such other documentation as may be requested or required hereunder. Upon their

receipt and subsequent approval by the City, the Purchasing Manager will forward to the Contractor a written purchase order and an executed copy of the contract. Work shall NOT be started until a contract is fully executed and a notice to proceed has been issued by the Contract Manager.

This RFP does not represent a commitment by the City to do business with any offeror. Nothing set forth in this RFP is binding on the City as any terms and conditions related to the Services contemplated by this RFP will be set forth in a definitive Contract to be executed by City and the selected Respondent. The City may, in its sole discretion, elect not to award a Contract pursuant to this RFP.

II. GENERAL PROVISIONS

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III. SPECIFICATIONS

- A. The City of Portage is seeking alternate natural gas supplier for the provision of uninterrupted supply natural gas to 26 delivery points.
- B. The supplier must be a licensed gas supplier in Consumers Energy's Service Territory.
- C. The City wishes to have the gas recovery charge added to its monthly Consumers Energy invoices.
- D. Proposals must include the price, terms, and conditions under which you are willing to provide an uninterrupted supply of natural gas to the 26 Delivery Points.
- E. The City of Portage prefers a one-year variable monthly price contract with no early cancellation penalty fees. The Firm must provide quarterly analysis comparing billed rates to Consumers GCR.
- F. The variable rate structure shall be based on NYMEX plus an all-inclusive adder in MCF to the city-gate utilizing the NYMEX settlement on the 15th of each month, prior to the month of delivery.
- G. Seller's variable price adder shall include all transportation, shrink/fuel, storage, overhead, pooling and/or balancing fees, profit, and any other charges incurred by Seller to deliver gas to the buyer's city-gate.
- H. Seller's variable price will apply to all volumes consumed by the City (100% Swing Tolerance/Full Requirements).
- I. Seller must allow the City to lock in any portion of their future gas supply needs (up to 100%) using NYMEX futures plus the all-inclusive adder that shall include all transportation, shrink/fuel, storage, overhead, pooling and/or balancing fees, profit, and any other charges incurred by Seller to deliver gas to the buyer's city-gate.
- J. Historical usage, including delivery account number for 2013, 2014, and 2015 through August is attached.

Commercial Name	POD Account												
	Number	Jan 13	Feb 13	Mar 13	Apr 13	May 13	Jun 13	Jul 13	Aug 13	Sep 13	Oct 13	Nov 13	Dec 13
City Of Portage	0000002829599	24.4	33.1	0.8	52.6	18.7	3.1	2.6	3.3	3	1.2	2.1	6
City Of Portage	0000002853288	0.6	0.6	0.4	0.3	0.6	0.6	0.4	0.6	0.5	0.6	0.4	0.7
City Of Portage Aud Dept Fire Stat No 2	0000002855280	84.7	85.8	77.9	65.2	29.3	6.4	2.4	2.1	2.5	3.5	27.1	60.5
City Of Portage Municipal Pumping	0000003207049	14	8.9	9.9	0	0	0	0	0	0	0	0	1
City Of Portage	0000003207980	21.3	30	26.7	18.4	5.4	0	0.1	0	0	0.2	5.1	8.3
City Of Portage	0000003207983	17	15.8	15	12.3	4.4	0.7	0	0	0	0	0	8.8
City Of Portage	0000003207984	19.9	18.7	18.4	14.7	7.2	3.1	0.1	0.2	0.3	2.8	7.2	15.5
City Of Portage	0000003207986	36.9	36.2	33.1	25.2	9.9	3.1	0.1	0.1	0	0	9.8	28.6
City Of Portage Senior Citizen Cnt	0000003208138	96.7	97.7	85.1	69.8	25	9.7	2.4	2.5	3.3	9.2	37.8	93.6
City Of Portage Municipal Pumping	0000003208284	337.7	343.8	336	296.6	138.1	96.3	50.9	53.1	52.9	82.6	187.7	313.3
City Of Portage	0000003208288	223.7	231	215.9	189.1	75.7	22.4	8	6	6.7	22.1	89.2	193.8
City Of Portage	0000003208454	238	267.1	271.6	247.6	119.3	107.7	97.9	91.1	91.2	99.5	150.4	229.7
City Of Portage Municipal Pumping	0000003243467	20.8	26.4	2.4	9.6	0.3	0	0	0	0	0	0.2	20.6
City Of Portage	0000003559133	0	0	0	0	0	0	0	0	0	0	0	0
City Of Portage Municipal Pumping	0000003559149	1.8	1.8	1.1	1.8	1.9	1.4	1.6	1.5	1.9	1.5	1.7	1.3
City Of Portage Municipal Pumping	0000003561825	0.8	1	0.6	0	0	0.1	1	0	0	0	0	1
City Of Portage	0000003561883	7.7	8.6	7.4	6	6.9	7.1	7.4	7.5	6.3	6.5	6.2	8.3
City Of Portage	0000003561886	80.8	90.7	77	65.7	29.7	4.8	3.3	3.2	3.8	2.8	20.9	68.3
City Of Portage Municipal Pumping	0000003562133	0.3	0.2	0.3	0.2	0.2	0.2	0.2	0.3	0.2	0.2	0.2	0.2
City Of Portage	0000003562316	623.9	768.1	755.6	692.7	205.3	23.9	4.4	4.1	4	6.7	162.3	493.9
City Of Portage Municipal Pumping	0000003562564	0	0	10.1	0	0	0.1	0	0	0	0	0	0.2
City Of Portage	0000003562574	7.9	9.3	5.6	8.3	7.9	6.7	2.5	12.7	7.6	7.8	7.2	9.6
City Of Portage	0000003562671	0.1	0.3	0.4	0.4	0.3	0.4	0.1	0	0	0	0	0.1
City Of Portage	0000003562673	0.3	0.1	0.8	0	0.1	0.1	0.1	0	0.3	0.1	0.1	0.1
City Of Portage	0000003967199	0	0.4	0.3	0	0	37	0.1	0	0.2	0	0	0.4
City Of Portage	0000003969171	86.8	93.3	103	130.5	28.9	13.6	2.6	4.4	6.1	8.6	68.5	103.5

Commercial Name	POD Account Number	Jan 14	Feb 14	Mar 14	Apr 14	May 14	Jun 14	Jul 14	Aug 14	Sep 14	Oct 14	Nov 14	Dec 14
City Of Portage	0000002829599	26.6	29.8	0.8	100.7	13.8	3	3.3	0	1.1	0.5	5.9	0.3
City Of Portage	0000002853288	0.6	0.6	0.5	0.5	0	0	0	0	0	0	0	0
City Of Portage Aud Dept Fire Stat No 2	0000002855280	96.9	82.5	83.4	134.5	23.5	11.4	3.5	2.4	2.7	3.9	26.9	67.3
City Of Portage Municipal Pumping	0000003207049	10.4	7.7	6.1	0.7	0.7	0.7	0.7	0.6	0.8	0.6	0.7	1.2
City Of Portage	0000003207980	20.7	32.8	25.7	0.1	5.7	1	0	0	0	0	1.1	19.9
City Of Portage	0000003207983	21.7	26.5	19.7	12.8	6.3	1.4	0	0	0	0	2.6	11.7
City Of Portage	0000003207984	26.1	23.5	14.4	17.6	4.2	0.7	0	0	0	0.6	5	13.1
City Of Portage	0000003207986	35.8	39.6	39.9	27.6	9.3	2.3	0	0	0	0	7.5	20.5
City Of Portage Senior Citizen Cnt	0000003208138	126.1	121	152.8	76.7	33.4	9.8	1.7	1.4	0.9	9.5	31.3	68.9
City Of Portage Municipal Pumping	0000003208284	430.2	426.4	284.6	247.1	167.4	93.1	49.7	53	16.5	97	150.4	263.1
City Of Portage	0000003208288	291.5	350.4	286.3	174.8	82.9	45	8.1	7.6	7.8	44	119.6	239.8
City Of Portage	0000003208454	303.7	333.2	224.1	174.8	167.5	128.7	91.8	93.4	82.8	117.7	122.6	195.4
City Of Portage Municipal Pumping	0000003243467	21.3	25.7	3.9	7.8	0.3	0	0	0	0	0	1.4	23.9
City Of Portage	0000003559133	0	0	0	0	0	0	0	0	0	0	0	0.1
City Of Portage Municipal Pumping	0000003559149	7	0	0	0.5	1.9	1.6	2	1.5	6.1	1.5	1.4	14.6
City Of Portage Municipal Pumping	0000003561825	0.9	1	0.9	3.5	0	0	0.8	0	0.8	4.5	0	0.2
City Of Portage	0000003561883	8	8.6	4.5	6.2	7.5	6.4	6.4	7.8	6.6	6.1	7.6	6.1
City Of Portage	0000003561886	116.5	144.1	98.9	88	27.7	5.5	3.8	3.2	3	3	24.8	78.7
City Of Portage Municipal Pumping	0000003562133	0.3	0.2	0.4	0.2	0.2	0.2	0.3	0.2	0.2	0.2	0.2	0.2
City Of Portage	0000003562316	817.2	1136.7	947	612.1	74.1	31.1	5.3	4.1	6.6	29.9	253.2	600.1
City Of Portage Municipal Pumping	0000003562564	0	0	0	0.8	0	0.1	0	0	0	0	0	0
City Of Portage	0000003562574	7.2	8.4	1.6	5.5	7.2	9.1	9.2	9.2	11.4	9.1	4.5	1.2
City Of Portage	0000003562671	0.1	0	0	0	0	0	0	0	0	0	0	0
City Of Portage	0000003562673	0.1	0.1	0.1	0	0.1	0.1	5.7	0	0.5	0.1	0.1	0.9
City Of Portage	0000003967199	0.2	0.4	38.8	0	0	0	0	0	0	0	0	0
City Of Portage	0000003969171	81.6	104.1	100.4	177	49.6	20	0.1	0.1	0	0.2	53.3	78

Commercial Name	POD Account Number	Jan 15	Feb 15	Mar 15	Apr 15	May 15	Jun 15	Jul 15	Aug 15
City Of Portage	0000002829599	0.4	0.4	51.6	16.8	9.7	1.7	1.9	2.3
City Of Portage	0000002853288	0	0.2	0.4	0.3	0.4	0.3	0.3	0.3
City Of Portage Aud Dept Fire Stat No 2	0000002855280	96.8	86.1	121.2	41.1	15.8	7.9	2.8	2.5
City Of Portage Municipal Pumping	0000003207049	11.2	10	6.6	0.7	0.7	0.7	0.7	0.7
City Of Portage	0000003207980	40	33.1	16	0	0.3	0.5	0.1	0
City Of Portage	0000003207983	13	15.1	21.2	9.8	0	0	0.1	0
City Of Portage	0000003207984	14.6	14.1	20.2	6.5	1.8	0.1	0	0
City Of Portage	0000003207986	37.2	36	34.5	16.4	10.3	1.2	0	0
City Of Portage Senior Citizen Cnt	0000003208138	92.6	108.6	116.6	48.7	26.9	9.3	1.6	0.9
City Of Portage Municipal Pumping	0000003208284	352.2	325.9	308	163.5	128.7	86.3	47.4	30.5
City Of Portage	0000003208288	321.7	330.3	319.7	132.8	72.3	42.4	6.8	6.3
City Of Portage	0000003208454	255.9	275.7	295.4	141.3	122.3	112.9	97.7	100.6
City Of Portage Municipal Pumping	0000003243467	7.4	6.9	8	15.8	4.4	1.5	0	0
City Of Portage	0000003559133	0.1	0.2	0	1.4	0.1	0	0	0
City Of Portage Municipal Pumping	0000003559149	23.8	3.3	1.4	1.8	1.4	1.9	1.5	1.4
City Of Portage Municipal Pumping	0000003561825	0.1	0.1	0	0.1	0	0	0	0
City Of Portage	0000003561883	6.5	5.6	7.4	6.9	6.5	5.7	5.5	4.8
City Of Portage	0000003561886	97.1	115.3	143.5	51.6	14.8	5.8	2.8	3
City Of Portage Municipal Pumping	0000003562133	0.4	0.2	0.3	0.2	0.2	0.2	0.2	0.3
City Of Portage	0000003562316	806.4	779.8	969	311.5	151.3	23	5.9	5.6
City Of Portage Municipal Pumping	0000003562564	0	0.4	0	0	0	0	0	0.1
City Of Portage	0000003562574	1.5	2	1.8	7.2	7.9	11.8	4.7	9.5
City Of Portage	0000003562671	0	0	0	0	0	0	0	0
City Of Portage	0000003562673	1.2	0.2	0.1	0.1	0.1	0.1	0	0
City Of Portage	0000003967199	0.2	2.8	1.5	1.8	1.4	1.4	3.5	1.8
City Of Portage	0000003969171	104.7	125	89.7	44.8	39.3	0	0	0

CITY OF PORTAGE – COST PROPOSAL

I, the undersigned, having thoroughly familiarized myself with all the proposal documents including Instructions to Bidders and the Specifications, incorporated herein by reference thereto, hereby propose to furnish natural gas to City of Portage facilities (meters).

Term: 12 Month (February 1, 2016 – January 31, 2017)

The City of Portage requests a proposal for natural gas supply for the contract period starting February 1, 2016 through January 31, 2017 delivered to the buyer’s city-gate and quoted in MCF.

Variable Rate Structure: NYMEX plus an all-inclusive contracted adder in MCF to the city-gate utilizing the NYMEX settlement on the 15th of each month, prior to the month of delivery

NYMEX Settle + \$_____ per MCF to the Burnertip

Pricing Example:

If the NYMEX price for the September 2015 contract settles at \$4.50 per MMBtu on December 15th, please specify the price the Buyer would see for our commodity charges as stated on our Consumer Energy invoice:

\$ _____

Details:

- Seller’s variable price adder shall include all transportation, shrink/fuel, storage, overhead, pooling and/or balancing fees, profit, and any other charges incurred by Seller to deliver gas to the buyer’s city-gate.
- Seller’s variable price will apply to all volumes consumed by Buyer (100% Swing Tolerance/Full Requirements)

Is there a membership or other fee? ___ Yes ___ No If yes, \$ _____

Is there an early cancellation fee? ___ Yes ___ No If yes, describe: _____

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Portage. No contract is created until it is executed by all parties. I further state that I have not communicated with nor otherwise colluded with any other person or business, nor have I made any agreement with nor offered or accepted anything of

value from an Official or employee of the City of Portage that would tend to destroy or hinder free competition.

I hereby state that I have read, understand, and agree to be bound by all terms of the request for proposal except where specifically noted on the attached "Exception to Specification Sheet."

TERMS: _____
(Minimum of 30 days,
specify any discounts given)

DATE: _____

BIDDER FIRM: _____

BY: _____
Signature

BY: _____
Print or Type

POSITION: _____

ADDRESS: _____

TELEPHONE: _____

FAX: _____

**CITY OF PORTAGE
NATURAL GAS**

PROJECT INFORMATION SHEET

If adequate space is not provided for complete response, please attach additional pages as necessary and identify by number. Proposals will not be considered responsive unless all requests for information are provided. Please use such terms as none, not applicable, unknown, etc., if requested information does not pertain or cannot be provided.

A. Please indicate the response that best describes your business:

Sole Proprietor Partnership Corporation
 Other _____

Business Name: _____

Address: _____

Telephone Number: _____ Fax: _____

First Date in Business: _____

B. Are you registered with the Michigan Public Service Commission to supply natural gas in Michigan?

Yes No

C. Is your business involved in any proceedings that may affect the ability of the business to continue under the business name for the duration of the contract?

Yes No

If yes, please explain (use additional Page)

D. Primary staff to be assigned to the contract:

Owner/Partner/General Manager: _____

Project Supervisor: _____

Other significant management personnel to be assigned:

- E. Please list customer references that you feel are most comparable to the specific scope of work being requested. If you wish to provide more than 3 references, use additional pages.

Name of Customer	Length of Service	Contact	Telephone

Please list industry references that you feel are most comparable to the specific scope of work being requested. If you wish to provide more than 3 references, use additional pages.

Name of Customer	Length of Service	Contact	Telephone

F. Subcontractors/suppliers

1. Do you propose to use subcontractors/suppliers to perform work in accordance with this proposal? Yes No. (If yes, please identify subcontractor/supplier and work to be performed, use additional pages if necessary.)

- G. A Project Information Sheet, a Cost Proposal Page, and a sample contract are required for submission as a part of these specifications. Have all items been included with your proposal?

Yes No If answer is no, please explain.

I certify that all information provided above is complete, accurate, and to the best of my knowledge, true. I further certify that I am fully authorized by the Firm identified in Question A above to execute this information sheet on behalf of that Firm.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

FIRM: _____

BY: _____
(Signature)

NAME: _____
(Please Print

POSITION: _____

TELEPHONE: _____

FAX: _____