

REQUEST FOR PROPOSALS

FOR

NATURAL GAS SUPPLY

FOR

TEXAS STATE UNIVERSITY SYSTEM

RFP No. :

758-18-00052

Submittal Deadline:

December 12, 2017 – 2:00 P.M. (C.S.T)

Prepared By:

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Texas State University System
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**REQUEST FOR PROPOSALS
FOR
NATURAL GAS SUPPLY
For Texas State University System
RFP# 758-18-00052**

SECTION 1 – GENERAL INFORMATION AND REQUIREMENTS

- 1.1 **GENERAL:** The Texas State University System (TSUS or System) is soliciting statements of Proposals (Proposals) from qualified companies (Respondents) to supply and deliver natural gas to the following colleges and universities in the System: Lamar University in Beaumont, Texas, Sam Houston State University in Huntsville, Texas, and Texas State University in San Marcos, Texas (individually referred to as a University). In each case, natural gas is to be supplied and delivered to the respective city gate (Delivery Points into CenterPoint) for redelivery to properties owned or operated by the respective university campuses in Beaumont, Huntsville and San Marcos (individually referred to as University Campus). Respondent will enter into an appropriate transportation agreement with CenterPoint in order to deliver the gas to each University Campus meter covered by the transportation agreement.

NOTE: This RFP and proposals submitted in response to this RFP are subject to: (a) *Texas Natural Resources Code Sections 31.401 and 31.402*; and (b) review by the Texas General Land Office (GLO) prior to acceptance or rejection; and (c) GLO evaluation based upon the GLO's then current pricing mechanism. If the GLO finds, under this RFP or a proposal submitted in response to this RFP, that a University will not be using natural gas produced from state lands to the greatest extent practical, then any resulting contract will not be approved by GLO. This RFP and responses thereto are subject to Title 31, Part 1, Chapter 8 of the *Texas Administrative Code*.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND SPECIFICATIONS AS DIRECTED.


- 1.2 **HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:** It is the policy of TSUS and each of its component institutions, to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the System has adopted a Policy on Utilization of Historically Underutilized Businesses, applicable to all contracts with an expected value of \$100,000 or more. By law, the System determines whether subcontracting opportunities are probable, and, if so, require that a HUB Subcontracting Plan must be an element of the Proposal. In such case, failure to submit a required HUB Subcontracting Plan will result in rejection of the Proposal.
- 1.3 **STATEMENT OF PROBABILITY:** However, the System has determined that subcontracting opportunities are *not* probable in connection with this solicitation. Therefore, a HUB Subcontracting Plan (HSP) is *not* required as a part of the respondent's Proposal.

- 1.4 INQUIRIES AND INTERPRETATIONS: Responses to inquiries that directly affect an interpretation or change to this RFP will be issued in writing by the System as an addendum.

The deadline for Questions pertaining to this solicitation shall be December 1, 2017, 12:00 p.m. (Central Standard Time). It is the responsibility of the Respondent to verify, with the System, no later than five (5) working days prior to the submission deadline whether any addenda have been issued. All such addenda issued by the System prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its Proposals.

Only those inquiries the System replies to by addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.

- 1.5 PROPOSAL SUBMITTAL DEADLINE: The Texas State University System will accept Proposal Submittals for RFP #758-18-00052 until 2:00 p.m. (local time) on the date of the Submittal Deadline listed herein. Proposals shall be submitted to:

Attn: Mr. Peter E. Graves, Vice Chancellor for Contract Administration
Texas State University System
Thomas J. Rusk State Building
208 East 10th Street, Suite 600
Austin, Texas 78701-2407 

- 1.6 SUBMISSION OF PROPOSALS:

1.6.1 Submit three (3) identical copies of the Proposal, including any supplemental printed material referenced within the Proposal to TSUS at the delivery addresses listed above. An original signature must appear on the “Execution of Offer” document of all submitted copies. The Proposal must be received on or before the time and date specified herein.

1.6.2 Submit (1) one electronic version of the Solicitation Package on CD or flash drive format.

1.6.3 Documents received after the deadline as indicated herein will not be considered. The System reserves the right to accept or reject any informality.

1.6.4 The System will not accept Proposals that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

1.6.5 Submittals properly received WILL NOT be returned to Respondents.

- 1.7 CRITERIA FOR SELECTION: TSUS personnel and agents will evaluate responses to this RFP. The selection of the successful Respondent for award of a contract under this RFP will be based on the following factors: (a) Responsiveness of the Proposal to the specifications and requirements of this RFP; (b) Respondent’s demonstrated ability to perform any contract resulting from this RFP; (c) Respondent’s financial stability; (d) Respondent’s prior experience in providing natural gas as required by this RFP; and (e) As evaluated solely by TSUS the total

costs to TSUS for the natural gas supply and delivery to the Delivery Points and to the meters specified in Attachment A.

- 1.8 **CONTRACT AWARD PROCESS:** An award for the goods and services specified in this RFP will not be made until the necessary reviews have been completed. TSUS reserves the right to reject any Proposal that fails to meet the requirements and specifications stated in this RFP. TSUS reserves the right to contract for all or any portion of the goods and services proposed by reason of this RFP, award multiple contracts, or to reject any and all bids if deemed to be in the best interests of TSUS and to re-solicit for bids or terminate this procurement.
- 1.9 **CONTRACT TERMS:** Respondents must be prepared to enter into the North American Energy Standards Board Base Contract for the Sale and Purchase of Natural Gas (NAESB Contract, version dated April 19, 2002), as modified and supplemented by the Suggested Terms described in Section 2.2 (or, in the sole discretion of TSUS, terms and conditions substantially similar thereto), immediately upon notification of award. Respondent may offer for System's consideration alternate provisions to the NAESB Contract and the Suggested Terms. *General exceptions such as "company standard sales terms apply" or "will negotiate" are not acceptable.* Respondent's silence as to the NAESB Contract and/or the Suggested Terms will be construed as complete acceptance of the provisions contained therein as written. If Respondent takes exception to any terms or conditions in the NAESB Contract or the Suggested Terms, Respondent must submit a list of the exceptions as part of its response. [See Section 2.1, Item 10]. Exceptions or alternate terms and conditions proposed must refer to the specific article(s) or section(s) of the NAESB Contract or Suggested Terms to which the exceptions or alternate terms relate.
- 1.10 **EFFECT OF SUBMISSION OF PROPOSAL:** Submission of a response to this RFP indicates Respondent's acceptance of the Criteria for Selection [Section 1.7] and the Contract Award Process [Section 1.8] and Respondent's recognition that some subjective judgments must be made by TSUS.
- 1.11 **PUBLIC INFORMATION:** Respondent is hereby notified that TSUS strictly adheres to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information. TSUS may seek to protect from disclosure all information submitted in response to this RFP until such time as a final agreement is executed. Upon execution of a final agreement, TSUS will consider all information, documentation, and other materials requested to be submitted in response to this RFP, to be of a non-confidential and non-proprietary nature and, therefore, subject to public disclosure under the *Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.)*. Respondent will be advised of a request for public information that implicates their materials and will have the opportunity to raise any objections to disclosure to the Texas Attorney General. Certain information may be protected from release under Sections 552.101, 552.110, 552.113, and 552.131, *Texas Government Code*.

SECTION 2 – REQUIREMENTS FOR STATEMENT OF PROPOSALS

The submittal response to this RFP #758-18-00052 is required to be prepared and presented in the following format with each section clearly identified and marked as listed below in this section.

2.1 PART ONE: RESPONDENT QUESTIONNAIRE

Respondents are asked to submit a complete response to each of the items listed below. Any response requiring additional space should be brief and submitted as an attachment, identified by the appropriate item number.

2.1.1 Number of years in business: _____
Type of Operation: Individual: _____ Partnership: _____ Corporation: _____
Government: _____ Other _____ (state type of operation)
Number of Employees: _____
Annual Sales Volume: _____

2.1.2 State that you will provide a copy of your company's financial statements for the past two (2) years if requested by TSUS.

2.1.3 Provide a financial rating of your company and any documentation (such as a Dun and Bradstreet analysis) which indicates the financial stability of your company.

2.1.4 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.

2.1.5 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a contract with TSUS.

2.1.6 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.

2.1.7 Provide a customer reference list containing no less than three (3) organizations with which Respondent currently has contracts and/or to which Respondent has previously provided natural gas of equal type and scope, preferably behind the CenterPoint distribution system, within the past five (5) years. The reference list should include company name, contact person and telephone number, description of products and services provided, volume of gas delivered and length of business relationship.

2.1.8 What difficulties do you anticipate in handling nomination and balancing services for each of the University Campuses and how do you plan to manage these? What assistance will you require from TSUS?

- 2.1.9 Provide an estimate of the current annual volume that you currently provide to customers that are served through CenterPoint LDC's in Texas. Explain how your company can provide uninterrupted gas service as required per this RFP.
- 2.1.10 Submit any alternate provisions to the terms of the NAESB Contract or to the Suggested Terms described in Section 2.2 that Respondent desires to be included in the contract awarded as a result of this solicitation. Please understand that TSUS may require modifications to the NAESB contract.
- 2.1.11 List the name, title, address, telephone and fax numbers and email address of the person(s) who will be the primary contact regarding your company's response to this RFP.

2.2 PART TWO: CONTRACT

- 2.2.1 Respondent must submit with its Proposal (a) a Microsoft Word version of the NAESB Contract completed in accordance with this Part Two and with Section 1.9 of this RFP and (b) a limited agent letter naming Respondent as System's limited agent pursuant to the contract solely for the purposes of nominating and scheduling the receipt of all gas purchased and the redelivery of gas to delivery points, and for obtaining from receiving transporters all data regarding actual consumption of gas.
- 2.2.2 TSUS anticipates that the effective date of the contract awarded in response to this RFP will be April 1, 2018.
- 2.2.3 The successful Respondent will deliver full requirements of natural gas to those meters and in the quantities (Estimated Base Loads) set forth in Attachment A (Delivery Points) for the benefit of TSUS and the University Campuses.
- 2.2.4 TSUS expects Respondent to be responsible for all nominations activities and imbalance costs.
- 2.2.5 There will be different Delivery Points for each University Campus. There will also be specific meters that are covered by the local distribution company's transportation agreement to be held by the successful Respondent.
- 2.2.6 TSUS will make the following elections on the cover page to the NAESB Contract:

Section 1.2	Transaction Procedure	Oral (default)
Section 2.5	Confirm Deadline	2 Business Days after receipt (default)
Section 2.6	Confirming Party	Both
Section 3.2	Performance Obligation	Cover Standard (default)
Section 2.26	Spot Price Publication	Platt's IF, HSC Index
Section 6	Taxes	Buyer Pays at and after Delivery Points (default)
Section 7.2	Payment Date	Pursuant to the Texas Prompt Payment Act, Chapter 2251, <i>Texas Gov't Code</i>
Section 7.2	Method of Payment	Automated Clearinghouse Credit (ACH)

Section 7.7	Netting	Netting applies (default)
Section 10.3.1	Early Termination Damages	Early Termination Damages Apply (default)
Section 10.3.2	Other Agreement Setoffs	Other Agreement Setoffs Apply (default)
Section 14.5	Choice of Law	Texas
Section 14.10	Confidentiality	Confidentiality applies, to the extent permitted under Texas law

2.2.7 The contract will have an initial term of three (3) years, with up to three (3) one-year renewal terms at the option of TSUS, unless TSUS accepts an alternate pricing and term option as set forth in the successful Respondent's Pricing Proposal.

2.2.8 The following additional contract terms are suggested:

- 2.2.8.1 TSUS is the contracting party, with each University listed on a separate schedule with delivered price, delivery points, and so forth. "Swing Service" terms are preferable; in the alternative, TSUS must have the ability to make nomination changes during the month. If swing service is not offered, clearly state all balancing and cash out terms that will be required under the contract.
- 2.2.8.2 Respondent shall serve all meters listed on Attachment A as well as other meters that TSUS adds during the term of the contract.
- 2.2.8.3 Notice to TSUS under the contract shall be accompanied by notice to the appropriate University and notice to TSUS' consultant, Amerex Energy Services ("Amerex").
- 2.2.8.4 Invoices shall be sent to the appropriate University, with copies to TSUS and Amerex.

2.3 EXECUTION OF OFFER

NOTE TO RESPONDENTS: SUBMIT ENTIRE SECTION WITH RESPONSE.

THIS EXECUTION OF OFFER MUST BE COMPLETED, SIGNED, AND RETURNED WITH THE RESPONDENT'S PROPOSAL. FAILURE TO COMPLETE, SIGN AND RETURN THIS EXECUTION OF OFFER WITH THE PROPOSAL MAY RESULT IN REJECTION OF THE RESPONDENT'S ENTIRE SUBMITTAL.

SIGNING A FALSE STATEMENT MAY VOID THE SUBMITTED PROPOSAL OR ANY AGREEMENTS OR OTHER CONTRACTUAL ARRANGEMENTS, WHICH MAY RESULT FROM THE SUBMISSION OF RESPONDENT'S PROPOSAL, AND THE RESPONDENT MAY BE REMOVED FROM ALL PROPOSER LISTS. A FALSE CERTIFICATION SHALL BE DEEMED A MATERIAL BREACH OF CONTRACT AND, AT OWNER'S OPTION, MAY RESULT IN TERMINATION OF ANY RESULTING CONTRACT OR PURCHASE ORDER.

2.3.1 By signature hereon, Respondent acknowledges and agrees that (1) this RFP is a solicitation for Proposals and is not a contract or an offer to contract; (2) the submission of Proposals by Respondent in response to this RFP will not create a contract between TSUS and Respondent; (3) TSUS has made no representation or warranty, written or

oral, that one or more contracts with TSUS will be awarded under this RFP; and (4) Respondent shall bear, as its sole risk and responsibility, any cost which arises from Respondent's preparation of a response to this RFP.

- 2.3.2 By signature hereon, Respondent offers and agrees to furnish to TSUS the products and/or services more particularly described in its Proposal, and to comply with all terms, conditions and requirements set forth in the RFP documents and contained herein.
- 2.3.3 By signature hereon, Respondent affirms that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Proposal.
- 2.3.4 By signature hereon, a corporate Respondent certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171, Texas Tax Code, or that the corporate Respondent is exempt from the payment of such taxes, or that the corporate Respondent is an out-of-state corporation that is not subject to the Texas Franchise Tax, whichever is applicable.
- 2.3.5 By signature hereon, the Respondent hereby certifies that neither the Respondent nor anyone acting on behalf of Respondent has violated the antitrust laws of this state, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws. Respondent further certifies that it has not communicated directly or indirectly the Qualifications/Proposals submitted to any competitor or any other person engaged in a similar line of business.
- 2.3.6 By signature hereon, Respondent represents and warrants that:
 - 2.3.6.1 Respondent is a reputable company regularly engaged in providing products and/or services necessary to meet the terms, conditions and requirements of the RFP;
 - 2.3.6.2 Respondent has the necessary experience, knowledge, abilities, skills, and resources to satisfactorily perform the terms, conditions and requirements of the RFP;
 - 2.3.6.3 Respondent is aware of, is fully informed about, and is in full compliance with all applicable federal, state and local laws, rules, regulations and ordinances;
 - 2.3.6.4 Respondent understands the requirements and specifications set forth in this RFP and the terms and conditions set forth in the Contract under which Respondent will be required to operate;
 - 2.3.6.5 All statements, information and representations prepared and submitted in response to this RFP are current, complete, true and accurate. Respondent acknowledges that TSUS will rely on such statements, information and representations in selecting the successful Respondent. If selected by TSUS

as the successful Respondent, Respondent will notify TSUS immediately of any material change in any matters with regard to which Respondent has made a statement or representation or provided information.

- 2.3.7 By signature hereon, Respondent certifies that the individual signing this document and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Respondent's Proposal.
- 2.3.8 By signature hereon, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas bidder as defined in 34 TAC 20.32(68).
- 2.3.9 By signature hereon, Respondent certifies as follows:
 - 2.3.9.1 "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
 - 2.3.9.2 "Under Section 2155.004, *Texas Government Code*, the vendor or applicant certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."
 - 2.3.9.3 "Under Section 2254.004, *Texas Government Code*, the vendor or applicant certifies that each individual or business entity which is an engineer or architect proposed by Respondent as a member of its team was selected based on demonstrated competence and qualifications only."
- 2.3.10 By signature hereon, Respondent certifies that no relationship, whether by relative, business associate, capital funding agreement or by any other such kinship exist between Respondent and an employee of any Texas State University System component, and that Respondent has not been an employee of any Texas State University System component within the immediate twelve (12) months prior this RFP response. All such disclosures will be subject to administrative review and approval prior to TSUS entering into any contract with Respondent.
- 2.3.11 By signature hereon, Respondent affirms that no compensation has been received for participation in the preparation of the specifications for this RFP. (ref. Section 2155.004 *Texas Government Code*).
- 2.3.12 Respondent represents and warrants that all articles and services quoted in response to this RFP meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations in effect or proposed as of the date of this solicitation.

- 2.3.13 By signature hereon, Respondent signifies his compliance with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action.
- 2.3.14 By signature hereon, Respondent agrees to defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of Respondent or any agent, employee, subcontractor, or supplier of Respondent in the execution or performance of any agreements or other contractual arrangements which may result from the submission of Respondent's Qualifications/Proposals.
- 2.3.15 By signature hereon, Respondent agrees that any payments that may become due under any agreements or other contractual arrangements, which may result from the submission of Respondent's Qualifications/Proposals, will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 2.3.16 By signature hereon, Respondent certifies that no member of the Board of Regents of the Texas State University System, or the Executive Officers of the Texas State University System or its component institutions, has a financial interest, directly or indirectly, in the transaction that is the subject of the contract.

[Execution of Offer continues next page]

2.3.17 Execution of Offer: **Natural Gas Supply, RFP No. 758-18-00052 for Texas State University System.**

The Respondent must complete, sign and return this Execution of Offer as part of its submittal response. The Respondent's company official(s) who are authorized to commit to such a submittal must sign submittals. Failure to sign and return this form will subject the submittal to disqualification.

Respondent's Name: _____

Respondent's State of Texas Tax Account No.: _____
(This 11 digit number is mandatory)

If a Corporation:

Respondent's State of Incorporation: _____

Respondent's Charter No: _____

Identify each person who owns at least 25% of the Respondent's business entity by name:

(Name)

(Name)

(Name)

(Name)

Submitted and Certified By:

(Respondent's Name)

(Title)

(Street Address)

(Telephone Number)

(City, State, Zip Code)

(Fax Number)

(Authorized Signature)

(Date)

(Email Address)

SECTION 3 - RESPONDENT'S PRICING PROPOSAL

Proposal of: _____
(Respondent's Company Name)

To: Brian McCall, Ph.D.
Chancellor
Texas State University System
Austin, Texas

Project Name: RFQ for Natural Gas Supply for Texas State University System

RFP No.: 758-18-00052

Gentlemen:

Having carefully examined all the specifications and requirements of this RFP, the undersigned proposes to provide and deliver pipeline quality, marketable natural gas as required in accordance with this RFP at the prices and upon the terms quoted below:

3.1 Pricing

- 3.1.1 *Price quotes must include all costs including but not limited to costs to trigger a lock to a fixed price for a future month.*
- 3.1.2 *The prices listed below must be expressed in cents/MMBtu above or below the index price published in Platt's Inside FERC Gas Market Report in the section titled "Market Centers" under the heading "South Louisiana" and under the subheading "Henry Hub" as listed in the first of the month issue of such publication for each month during the term of the NAESB contract.*
- 3.1.3 *For the sake of clarity, TSUS requests that supplier state whether all basis components can be locked for the totality of the term selected. This is as opposed to TSUS accepting floating basis risk.*

(Continued on the next page).

[Respondent to complete the tables set forth below.]

For the Sam Houston State University Delivery Point as described in Section 1.1:

Proposal#	1-year Price	3-year Price	Description
1		n/a	1-year Index Pricing for 100% of full requirements for meters listed with the ability to fix price as described in Note below.
2	n/a		3- year Index Pricing for 100% of full requirements for meters listed with the ability to fix price as described in Note below.
3		n/a	1-year Fixed Price for 100% of full requirements for meters listed
4	n/a		3-year Fixed Price for 100% of full requirements for meters listed
5			Optional Pricing – Bidder’s Choice

NOTE: Respondent must include a formula for calculating fixed pricing based on the index pricing offer submitted. The formula must include all costs to trigger a price lock. Supplier must also agree that all requests for price lock will be within 2 cents of the “ASK” applied to a weighted monthly load for the term considered by the price lock. The System would be interested in evaluating offers containing full swing / full requirements provisions wherein there would be a single charge for all usage with no settlement. This provision is not mandatory.

Indicative Fixed Price Formula = _____
[Respondent to complete.]

(Continued on the next page).

For the Lamar University Delivery Point as described in Section 1.1:

Proposal#	1-year Price	3-year Price	Description
1		n/a	1-year Index Pricing for 100% of full requirements for meters listed with the ability to fix price as described in Note below.
2	n/a		3- year Index Pricing for 100% of full requirements for meters listed with the ability to fix price as described in Note below.
3		n/a	1-year Fixed Price for 100% of full requirements for meters listed
4	n/a		3-year Fixed Price for 100% of full requirements for meters listed
5			Optional Pricing – Bidder’s Choice

NOTE: Respondent must include a formula for calculating fixed pricing based on the index pricing offer submitted. The formula must include all costs to trigger a price lock. Supplier must also agree that all requests for price lock will be within 2 cents of the “ASK” applied to a weighted monthly load for the term considered by the price lock. The System would be interested in evaluating offers containing full swing / full requirements provisions wherein there would be a single charge for all usage with no settlement. This provision is not mandatory.

Indicative Fixed Price Formula = _____
[Respondent to complete.]

For the Texas State University Delivery Point as described in Section 1.1:

Proposal#	1-year Price	3-year Price	Description
1		n/a	1-year Index Pricing for 100% of full requirements for meters listed with the ability to fix price as described in Note below.
2	n/a		3- year Index Pricing for 100% of full requirements for meters listed with the ability to fix price as described in Note below

3		n/a	1-year Fixed Price for 100% of full requirements for meters listed
4	n/a		3-year Fixed Price for 100% of full requirements for meters listed
5			Optional Pricing – Bidder’s Choice

Indicative Fixed Price Formula = _____
[Respondent to complete.]

NOTE: Respondent must include a formula for calculating fixed pricing based on the index pricing offer submitted. The formula must include all costs to trigger a price lock. Supplier must also agree that all requests for price lock will be within 2 cents of the “ASK” applied to a weighted monthly load for the term considered by the price lock. The System would be interested in evaluating offers containing full swing / full requirements provisions wherein there would be a single charge for all usage with no settlement. This provision is not mandatory.

Indicative Fixed Price Formula = _____
[Respondent to complete.]

3.2 Payment Terms

Each University’s standard payment terms are “Net 30 days” as mandated by the *Texas Prompt Payment Act*, (ref. Chapter 2251, *Government Code*). Indicate below the prompt payment discount that Respondent will provide to each University:

Prompt Payment Discount: _____% _____ days/net 30 days
[Respondent to complete.]

3.3 Addenda Checklist

Receipt is hereby acknowledged of the following addenda to this RFP. (Initial if applicable)

No. 1 _____ No. 2 _____ No. 3 _____ No. 4 _____ No. 5 _____
[Respondent to complete.]

Respectfully submitted: _____
 (Respondent) (Date)

 (Respondent’s Authorized Signature)

 (Printed Name & Title)

SECTION 4 – FORMAT FOR STATEMENT OF PROPOSALS

4.1 PAGE SIZE, BINDING, DIVIDERS, AND TABS:

4.1.1 Submittals should be printed on letter-size (8-1/2” x 11”) paper and assembled with spiral-type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.

4.1.2 Preprinted material should be referenced in the submittal and included as labeled attachments.

4.1.3 Separate each part of the Proposals by use of a divider sheet with an integral tab for ready reference. Identify the tabs for each PART in accordance with the parts under SECTION 2 - Requirements for Statement of Proposals.

4.2. TABLE OF CONTENTS: Include a Table of Contents for the Proposals and give page numbers for each part of the Proposals as well as any separate attachments. Supplementary information not required by SECTION 2–Requirements for Statement of Proposals should be clearly identified in the Table of Contents and provided as a separate part.

4.3 PAGINATION:

4.3.1 Proposals shall be a maximum of 30 pages. The covers, table of contents, divider sheets, and the HUB Subcontracting Plan do not count in the 30 pages.

4.3.2 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.). Attachments, if any, should be numbered separately.

ATTACHMENT A

**Estimated Monthly/Annual Natural Gas Volumes
Natural Gas Volumes (in Mmbtu)
24-Month Averages (2015-2017)**

1. Sam Houston State University, Delivery Point: City Gate, Huntsville, Texas

October	6953
November	8010
December	11872
January	11905
February	11813.5
March	11543
April	10245.5
May	8338
June	6233.5
July	5712.5
August	5724.5
September	6529

2. Texas State University, Delivery Point: City Gate, San Marcos, Texas.

October	29598.5
November	33143
December	38284.5
January	40478.5
February	34472
March	36376.5
April	32751
May	30537
June	26136.5
July	25381.5
August	25283
September	23023.5

3. Lamar University, Delivery Point: City Gate, Beaumont, Texas

October	5076
November	5600
December	7290.5
January	7472
February	6354.5
March	6819.5
April	5014
May	5410.5
June	4375
July	3887.5
August	4506.5
September	4023

* Volumes are for 100% of each campus' natural gas load and includes all meters on campus. Transportation is by CenterPoint Energy downstream of each city gate under their tariff "T-85".