



Rennette R. Apodaca, MPA, CPPO
Executive Director

Raquel Reedy
Superintendent

February 16, 2017

RFP No. 17-053SS-RA
Natural Gas Delivery

Addendum #1

Please note the following responses to questions regarding RFP:

TERMS AND CONDITIONS: 4. TERMINATION

B. Termination by the Contractor (Page 7)

1. For Cause

a. The occurrence of either one of the following events will justify termination for cause:

i. Contractor's persistent failure to perform the work in accordance with the contract documents (including but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment).

ii. Contractor's violation in any substantial way of any provisions of this contract.

b. If either one of the events identified above occur, the District may, after giving Contractor (and the surety, if any) ten (10) days written notice, terminate the service of Contractor, exclude Contractor from site, and take possession of the work. Contractor shall be paid for project costs incurred up to the date of termination but shall not be paid for loss of profits resulting from such termination.

Question #1: Please explain what is meant in (i), failure to supply sufficient skilled workers or suitable materials or equipment?

Not Applicable. This is a commodity only.

Question #2: Please explain what is meant in (ii), terminate the service of Contractor, exclude Contractor from site, and take possession of the work?

Not Applicable. This is a commodity only.

Question #3: Is this a goods and services RFP versus a commodity?

This is a commodity with delivery of the commodity.

TERMS AND CONDITIONS – 5. INDEMNIFICATION:

(Page 8) The Proposer shall be responsible for damage to persons or property that occurs as a result of his fault or negligence, or that of any of his employees, agents or subcontractors. He shall save and hold harmless Albuquerque Public Schools against any and all loss, cost, damage, claims, expense or liability in connection with the performance of the contract. Any equipment or facilities damaged by the Proposer's operation shall be repaired and/or restored to their original condition at the Proposer's expense.

Question #4: Again, this is asked on what type of RFP is this, goods and services versus commodity, please clarify?

This is a commodity with the delivery of the commodity.

TERMS AND CONDITIONS - 6. INSURANCE

(If Applicable): (Page 8) The successful proposer shall purchase and maintain statutory limits of Worker's Compensation, Public Liability and Automobile Liability insurance approved by APS at the time of contract award. Albuquerque Public Schools shall be included as a loss payee and/or additional insured. Public Liability and Automobile Liability insurance shall include at least the following coverage:

General Liability Insurance – per occurrence General Aggregate - \$1,000,000 Product/completed operations aggregate \$1,000,000

Bodily injury, per occurrence \$1,000,000 Medical and medically-related expenses \$5,000 Vehicle bodily injury, each occurrence, excluding medical and medically related expenses \$750,000 Property Damage, per occurrence \$1,000,000

Question #5: XYZ Company will provide any type Public Liability insurance, but again XYZ Company will provide natural gas to each location under APS, what explanation can be given for all the liability insurance requested?

APS to be indemnified on all claims.

SCOPE OF WORK (page11)

The Public Service Company of New Mexico Gas Services (PNMGS) operates the local gas distribution system.

Question #6: Is it possible to make it know that PNMGS is no longer the owner of the Gas Company and is now New Mexico Gas Company, www.nmgco.com. Is it possible to update the name change?

Updated name change is New Mexico Gas Company.

All natural gas sold hereunder shall be measured in MCF at PNMGS local pressure base at 14.73 per square inch absolute (psia) for all Albuquerque Public Schools facilities and include two percent (2%) for unavoidable PNMGS fuel gas and system losses.

Question #7: NMGC natural gas measurement process is that the meters are read in CCF's, converted to Therms. The invoiced volumes in Industry Standard Measurements of MMBtu's is the normal practice. Can this request be altered to follow this invoicing practice? Please note 10 therms equals 1 MMBtu.

Standard invoicing practices is the preferred norm.

Offeror must also be classified as a natural gas utility in its state of origin.

Question #8: Please explain what is meant by Offeror must also be classified as a **natural gas utility in its state of origin**? Twin Eagle Resource Management LLC is a recognized leader in the wholesale marketing of energy-related commodities including natural gas, power and environmental products and services along with mid-stream operations, we are not a utility in the state of Texas.

They must be a utility provider in the State of delivery.

(Page 12) Conditions which occur "upstream" of the contractor's receipt point on to the pipeline transmission system and in the gathering system(s) or well(s) such as, but not limited to, breakage, rupture, blockage or accident to machinery or pipelines, repairs and/or alterations, freezing or failure of wells, cancellation of contractor's gas purchase agreements, interruption of transport and regulatory disallowance of rate recovery will not be considered as an act of God or similar casualty as described above.

Question #9: Does APS expect the Offeror to be responsible for such items suggested in the above statement? Twin Eagle will follow its Registered Marketer/Supplier status under PUC rule 660 to the letter of the law. Twin Eagle along with all its clients are subject to the successful operation and maintenance of NMGC distribution system by NMGC. In the event of catastrophic failure of NMGC distribution system we will default to the State of New Mexico PUC for remedy.

Provider must follow PUC rule 660 and in the event of catastrophic failure, must follow State of New Mexico PUC for corrective actions and remedies.

Thank you for your interest in Albuquerque Public Schools

ACKNOWLEDGE ADDEMDUM #1 WITH RFP:

Addenda not signed and returned may consider the RFP non-responsive and may be rejected.

COMPANY/FIRM NAME

SIGNATURE

DATE

Sandra Sanchez, C.P.M., CPPO
Procurement Manager