

Master Purchase Order

DO NOT INVOICE TO THIS ADDRESS		Master Purchase Order No.	0366A0113		
City & County of Denver		Date:	October 12, 2013	Revision No.	
Purchasing Division		Payment Terms	Net 30	Ordinance (as applicable):	
201 West Colfax Avenue, Dept. 304		Freight Terms	DESTINATION		
Denver, CO 80202		Ship Via	Best		
United States		Buyer:	Curtis Subia		
Phone: 720-913-8100 Fax: 720-913-8101		Phone:	720-913-8152		

Vendor: 0000087954 Phone: 303-864-1919 Fax: 303-379-1968

CenterPoint Energy Services, Inc.
1111 Louisiana
Houston, TX 770002

Ship To: Various Locations throughout Denver, CO

Bill To: Accounts Payable
201 West Colfax Department 908
Denver, Colorado
80202

Attn: Mike Gregory
mike.gregory@centerpointenergy.com

1. Goods/Services:

CenterPoint Energy Services, Inc, a Delaware Corporation, (“Vendor”) shall provide the goods, and any services related thereto, identified and described on attached **Exhibit A**, to the City and County of Denver, a Colorado municipal corporation (the “City”), all in accordance with the terms and conditions of this Master Purchase Order.

2. Ordering:

The City shall purchase one or more of the goods/services by issuing a written purchase order(s) or similar appropriate written document (“Order”), each of which will be deemed incorporated into this Agreement for purposes of such Order only.

3. Pricing:

The pricing/rates for the goods/services is contained on **Exhibit A** and shall be held firm for the term of this Master Purchase Order.

4. Term:

The term of this Master Purchase Order shall run from January 1, 2014 to and including December 31, 2014.

5. Extension or Renewal:

It is also a specific provision of this Master Purchase Order that the City and the vendor may mutually agree to renew and continue the contract or agreement consummated under this Master Purchase Order for additional periods of one year at the same prices, terms and conditions. However, no more than four (4) yearly extensions shall be made to the original Master Purchase Order.

6. Non-Exclusive:

This Master Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.

7. Inspection and Acceptance:

City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/testing that reveal goods/services that are defective or do not meet specifications. City’s failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services. If any part of the goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repair and/or replace the goods or substitute other services at Vendor’s expense; or (3) reject and return the goods at Vendor’s cost and/or reject the services at Vendor’s expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same terms and conditions contained in this Master Purchase Order. Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services.

8. Shipping, Taxes and Other Credits and Charges:

All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor’s name, the Master Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within twenty-four (24) hours of the contamination or spillage or sooner if required by law. Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Master Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City’s Federal Registration No. is 84-6000580 and its State Registration No. is 98-02890. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.

9. Risk of Loss:

Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

10. Invoice:

Each invoice shall include: (i) the Master Purchase Order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

11. Payment:

Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. Any other provision of this Agreement notwithstanding, in no event shall the City be liable for aggregate payments under this Master Purchase Order in excess of fifty Million Dollars (\$50,000,000.00). The Vendor acknowledges that any goods/services provided beyond those specifically described in **Exhibit A** are performed at Contractor's risk and without authorization from the City. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Master Purchase Order, encumbered by the City after receipt of Vendor's invoice and paid into the Treasury of City. Vendor acknowledges that: (i) City does not by this Master Purchase Order, irrevocably pledge present cash reserves for payments in future fiscal years; and (ii) this Master Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Master Purchase Order.

12. Amendments/Changes:

Only the Manager of General Services or his delegate is authorized to change or amend this Master Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Master Purchase Order to exceed the amount appropriated and encumbered for this Master Purchase Order is expressly prohibited and of no effect. Vendor shall verify that the amount appropriated and encumbered is sufficient to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

13. Warranty:

Vendor warrants and guarantees to City that all goods furnished under this Master Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Master Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfaction, remedy any and all defects or replace the defective goods at no expense to City within seven (7) days of receipt of the defective goods or accept the defective goods for full credit and payment of any return shipping charges. Vendor shall be fully responsible for any and all warranty work, regardless of third party warranty coverage. Vendor shall furnish additional or replacement parts at the same prices, conditions and specifications delineated herein.

14. Indemnification/Limitation of Liability:

Vendor shall indemnify and hold harmless City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of patent, trademark, copyright, trade secret or other intellectual property right related to this Master Purchase Order or that are caused by or the result of any act or omission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or damages which result solely from the negligence of City. City shall not be liable for any consequential, incidental, indirect, special, reliance, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for those goods/services that have been accepted by City under this Master Purchase Order. Notwithstanding anything contained in this Master Purchase Order to the contrary, City in no way limits or waives the rights, immunities and protections provided by C.R.S. § 24-10-101, et seq.

15. Termination:

City may terminate this Master Purchase Order, in whole or in part, at any time and for any reason immediately upon written notice to Vendor. In the event of such a termination, City's sole liability shall be limited to payment of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

16. Interference:

Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Master Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possess.

17. Venue, Choice of Law and Disputes:

Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive

Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C. § 56-106. Director of Purchasing shall render the final determination.

18. Assignment/No Third Party Beneficiary:

Vendor shall not assign or subcontract any of its rights or obligations under this Master Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Master Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Master Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries

19. Notice:

Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt requested.

20. Compliance With Laws:

Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Master Purchase Order. City may immediately terminate this Master Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead nolo contendere, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

21. Insurance:

Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, City must be notified by Vendor. Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Purchase Order are the minimum requirements, and these requirements do not lessen or limit the liability of Vendor. Vendor shall provide a copy of this Purchase Order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order prior to placement of coverage. Contractor certifies that the attached certificate of insurance attached to the Purchase Order documents, preferably an ACORD certificate, complies with all insurance requirements of this Purchase Order. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Purchase Order shall not act as a waiver of Vendor's breach of this Purchase Order or any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements. Vendor's insurer shall name as Additional Insured to its Commercial General Liability and Business Auto Liability policies the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All sub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy must provide the following: (i) That this Purchase Order is an Insured Contract under the policy; (ii) Defense costs in excess of policy limits; (iii) A severability of interests, separation of insureds or cross liability provision; and (iv) A provision that coverage is non-contributory with other coverage or self-insurance provided by City. For claims-made coverage, the retroactive date must be on or before the first date when any goods or services were provided to City. Vendor must advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general

aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

22. Severability:

If any provision of this Master Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

23. Survival:

All terms and conditions of this Master Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

24. No Construction Against Drafting Party:

No provision of this Master Purchase Order shall be construed against the drafter.

25. Status of Vendor/Ownership of Work Product:

Vendor is an independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

26. Records and Audits:

Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Master Purchase Order, and City shall have the right to inspect and copy the same.

27. Remedies/Waiver:

No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other breach.

28. No Discrimination in Employment:

Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hereunder.

29. Use, Possession or Sale of Alcohol or Drugs:

Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Master Purchase Order or barring Vendor from City facilities or from participating in City operations.

30. Conflict of Interest:

No employee of City shall have any personal or beneficial interest in the goods/services described in this Master Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

31. No Employment of Illegal Aliens to Perform Work Under The Agreement:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or

subcontractor and the City within three (3) days. The Contractor will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

This Master Purchase Order is acknowledged and agreed to by:

Vendor Name: _____
(Company Name)
By: Andy Bowman
(Authorized Signature)
Print Name: Andy Bowman
Title: Regional Sales Director
Date: 11-18-2013

City & County of Denver, Purchasing Division
By: [Signature]
Print Name: CURTIS SUBIA
Title: ASSOCIATE BUYER
Date: 11/19/2013

EXTENSION / RENEWALS:

Upon renewal, City procurements shall be made via Purchase Order (PO) and / or P-Card transaction under the pricing, terms and conditions of this MPO.

Invoicing must contain the individual PO number that corresponds with the order.

General inquiries, not specific to an individual order, shall reference the above MPO.

Extension No. 1 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____, please return this page with your signature as soon as possible.

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

Extension No. 2 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____, and revise the aggregate amount to \$ _____, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

Extension No. 3 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____, please return this page with your signature as soon as possible.

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

Extension No. 4 _____

The contract made and entered into by your company and the City and County of Denver pursuant to the above referenced Master Purchase Order (MPO) expires on _____.

Should you desire to extend this contract to and including _____, and revise the aggregate amount to \$_____, please return this page with your signature.

City & County of Denver, Purchasing Division

Vendor Name: _____
(Company Name)

By: _____
(Authorized Signature)

Print Name: _____

Title: _____

Date: _____

By: _____

Print Name: _____

Title: _____

Date: _____

Note:

EXHIBIT "A"

Vendor: CenterPoint Energy Services, Inc.
Title: Transport Natural Gas
Master Purchase Order No.: 0366A0113

It is recommended that you use your Master Purchase Order No.: 0366A0113, in all future correspondence. All orders must be made with either a City issued Purchase Order referencing 0366A0113. All invoices must reference the specific PO number related to the purchase.

SCOPE OF WORK AND TECHNICAL REQUIREMENTS:

A.1 OVERVIEW

This contract (Master Purchase Order) is for the supply of transport natural gas services for the quantity of natural gas required by the City. There will be two pricing periods: winter and summer, for firm and interruptible gas.

In addition, at any time the City may elect to lock in a fixed price for part or all of the City's natural gas needs. Upon such request, which may be made and accepted via telephone (or other method agreed to by the Parties), the Seller/Contractor shall provide a fixed price for the volume and term requested based upon the then prevailing market conditions. Only the Manager of General Services, or his express designee, may bind the City.

A.2 CONTRACT REQUIREMENTS

The contractor shall be required to meet all local, state and federal regulations regarding the supply of natural gas. The contractor shall meet the specific natural gas quality and heat content requirements of the local distributor (Xcel Energy).

The contractor shall be obligated to deliver the gas required by the City. The City will purchase the quantities of gas it requires. There shall be no "take or pay" provisions.

The contractor shall provide written authorization which shall allow the City to review all Xcel data relevant to City accounts. The contractor shall provide a signed document authorizing Xcel to honor City inquiries for any and all information relevant to natural gas transportation to City facilities. There shall be no charge to the City for this authorization or for any exercise of it.

The City will execute documentation to notify Xcel Energy that Contractor is the City's shipper.

If the City is caused to involuntarily leave transport gas by actions or inactions of the supplier, the supplier shall be wholly responsible for the difference in charges the City would pay and those contained in the master purchase order for the period (up to one year) the City would be required to remain off transport, even if the period exceeds the normal term of this contract.

The Contractor shall provide any and all documentation demonstrating any reserved capacity they have rights to on Xcel and CIG lines. Contractor shall indicate and guarantee the highest priority to the City facilities of this capacity compared to contractors other customers. Contractor shall further guarantee that the City will have highest priority to contractor's gas reserves.

The Contractor shall supply a sequence of interconnecting pipelines from origin and descriptions of levels of service (firm/interruptible) or any reserved capacities.

The Contractor is advised that the City, when it is necessary to keep stock fresh, reserves the right to burn backup fuel in lieu of natural gas.

Contractor will be required to perform usage analyses or statistical reporting to demonstrate, for example, comparisons to tariff gas, peak day accuracy, firming accuracy or capacity availability. Additional analyses for the City contract, such as a savings analysis regarding transport gas versus tariff gas will be required to provide a full and complete understanding of the transport natural gas activity within the City.

Contractor may be required to assist the City in negotiations and relations with Xcel, CIG, suppliers and/or other entities to ensure the smooth, reliable, and cost effective delivery of transport natural gas to City facilities.

The contractor shall “hold” the contract with Xcel Energy on the City’s behalf.

The Contractor shall be responsible for installing and maintaining any necessary fixtures and/or facilities, including meters, up to the point of delivery. Delivery will be at the City Gate. Installation, maintenance, and payment for any required telephone lines will be the City’s responsibility. Contractor will notify the City, immediately, when telephone line installation or repair is needed.

Contractor shall be responsible for the delivery of all quantities of gas actually required by the City. Contractor shall be solely responsible for any charges, penalties and fees (including unauthorized overrun) resulting from their failure to properly administer, nominate, balance or deliver all of the gas required by the City. Should the City, for any reason, be required to purchase gas from any other source, including Xcel Energy sales gas, the Contractor shall be responsible for any penalties and the difference between the actual purchase price and the master purchase order price.

Because the Contractor is wholly responsible for the provisioning of all of the gas the City actually requires, the City will not contract for any Firm Backup Supply.

The Contractor agrees to bear all risk of loss, injury or destruction of goods and materials ordered as a result of this contract which occur prior to delivery to the City and County of Denver, by Xcel Energy or another delivery agent, and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.

The City reserves the right to purchase Transport Natural Gas which is required on an emergency basis from any source whatsoever and if the City's needs cannot be provided immediately by the Contractor.

A.3 RELATED DUTIES AND ADDITIONAL SPECIFICATIONS

Nominating, balancing and administration – The contractor shall be responsible for all administrative functions necessary to successfully deliver appropriate quantities of gas into the Xcel distribution system for use by City facilities. The contractor shall be wholly liable for all penalties, charges and costs (including unauthorized overruns) attributable to inaccurate or untimely nominating, balancing or delivery of gas.

Restricted Delivery Day and Interruption Notifications – Upon proper notice, the City can and will shift its interruptible facilities to alternate fuels to accommodate restricted situations. **For any interruption or restricted delivery day notification, vendor shall call each facility and provide complete instructions for the times and dates to begin and end the interruption.** Emergency contact call-out with telephone numbers

and contact personnel will be distributed to the successful contractor. The contractor shall provide a copy of its "call out" log to General Services Strategic Initiatives as soon as practical but no later than twenty-four (24) hours after a call-out is made.

Under mutually agreeable conditions, the City is willing to interrupt gas supply and go to back up fuel during non-restricted situations. The decision to go to back up fuel will be made separately for each facility.

Billing Formats and Savings Analysis Requirements: Contractor shall produce accurate monthly billings that include all of the charges associated with the transport of natural gas to City facilities. This billing will also include those components for which the City has financial responsibility (loss, transport, service and facility, and firm capacity).

The Contractor will be required to provide a *Savings Analysis* (a comparison of the Contractor's charges with what the charges would have been if the City had been using Xcel Energy sales gas.) *The City requires both a PDF format as well as an Excel 2007 spreadsheet version with calculations.*

In addition, Contractor will be required to provide to the City billing information in *two formats*:

- (a) First, on company letterhead in the form of an invoice provided in PDF format.
- (b) Second, as an electronic file, in Excel 2007 format.
- (c) Note: These billing formats will be required for each of the City agencies participating in the MPO.
- (d) Each agency will receive copies of their own bills (both PDF and electronic). General Services Strategic Initiatives Division will receive only their own PDF invoice, but will receive electronic copies of all other agency's bills in a single electronic spreadsheet.

For the invoice on company letterhead presented in PDF format, separate invoices will be submitted for interruptible and firm service. Each invoice shall contain the following information:

- 1) Whether the invoice is for interruptible or firm service.
- 2) DTh's of natural gas consumed per facility.
- 3) DTh's of natural gas backup supply and capacity per facility, if applicable.
- 4) Invoice number and date.
- 5) Signature of Contractor.
- 6) Costs for all components necessary for transport natural gas (loss, transport, service, facilities and firm capacity).
- 7) PDQ for each firm location.

Compensation and Method of Payment – Price Locking. At any time the City may elect to lock in a fixed price for part or all of the City's natural gas needs. Upon such request, which may be made and accepted via telephone (or other method agreed to by the Parties), the Seller/Contractor shall provide a fixed price for the volume and term requested based upon the then prevailing market conditions. Only the Manager, or his express designee, may bind the City Pursuant to this Section IV(A)(v).

A.4 EMERGENCY PURCHASES:

The City and County of Denver reserves the right to purchase Transport Natural Gas which is required on an emergency basis from any source whatsoever **AND** if the City's needs cannot be provided immediately by the contractor.

A.5 EMERGENCY 24-HOUR SERVICES:

Emergency twenty-four (24) hour service is to be provided by contractor at no additional cost. The name and phone number of the individual(s) to contact for emergency service shall be furnished to the City on separate company letterhead attached to this proposal.

This service requires a live telephone answering service with the capability of immediately contacting operating personnel at all times. Recorded telephone answering service is not acceptable.

A.6 ESTIMATED QUANTITIES:

The approximate quantities indicated for the material or equipment outlined herein are estimated as closely as possible. However, the City neither states nor implies any guarantee that actual purchases will equal the estimate. It is the intent of this proposal that the City will be supplied with more or less of the material or equipment according to actual needs.

A.7 COOPERATIVE PURCHASING:

The City and County of Denver encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City and County of Denver supports such cooperative activities. Further, it is a specific requirement of this Request for Proposal that pricing offered herein to the City and County of Denver may be offered by the vendor to the City Aurora. The City of Aurora estimates their annual usage at 55,000 DTh, with a PDQ of 386, for 9 locations.

The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City and County of Denver shall not be liable for any costs, damages incurred by any other entity.

Description of the goods, and services related thereto, being purchased and pricing:

A.8 PRICING

Winter months: January, February, March, November, December

Summer months: April through October

Firm:

1A Index: Premium/Discount from CIG First of Month for Firm

Transport Gas per DTh for **summer** months \$.13

1B Index: Premium/Discount from CIG First of Month for Firm

Transport Gas per DTh for **winter** months \$.17

Interruptible:

1C Index: Premium/Discount from CIG First of Month for Interruptible

Transport Gas per DTh for **summer** months \$.13

1D Index: Premium/Discount from CIG First of Month for Interruptible

Transport Gas per DTh for **winter** months \$.17

ATTACHMENT 1: USAGE DATA

City and County of Denver, Transport Gas Usage, FIRM, Aug 2012 - July 2013

Premise	Load Pt	Meter #	Facility	Firm (S/L)	PDQ	08/2012	09/2012	10/2012	11/2012	12/2012	01/2013	02/2013	03/2013	04/2013	05/2013	06/2013	07/2013	Annual Total
300673300	67330001	FC14476	ANIMAL SHELTER (Unoccupied)	S	31													
301498342	149834201	330411	ATHMAR REC CTR	S	31	152	170	296	365	442	467	401	388	346	289	198	178	3,692
300674484	67448401	190347	BARNUM REC CTR	S	26	164	12	78	130	222	243	200	170	152	78	224	139	1,812
300689693	0068969301	1163753	Castro Bldg	S	25		19	45	48	124	219	155	162	163	58	24	25	1,042
302092432	209243201	1163555	COLISEUM-BARN	S	36			89	231	583	652	403	200	98	23	0	0	2,279
301408747	140874701	379057	DIA	S	26		1	215	270	629	710	662	668	544	188	16	0	3,903
300674128	67412801	298079	EASTSIDE HEALTH - FIRM	S	24	31	34	255	314	459	473	396	364	308	118	33	29	2,814
304227989	0422798901	10001458	Enclosed Vehicle Storage	S	26						193	209	0	9	0	0	0	411
304174369	0417436901	10004768	Fleet Maintenance	S	40		89	307	417	624	654	574	496	480	168	24	6	3,839
304174370	0417437001	10004457	Fuel Wash Bldg	S	11		88	64	34	85	155	139	214	182	133	61	30	1,185
301951826	195182601	429646	GLENARM REC CTR	S	23	154	146	280	295	365	369	329	328	294	233	180	176	3,149
300672858	67285801	284299	LA FAMILIA REC CTR	S	33	101	127	320	421	384	326	269	253	332	267	163	139	3,102
301057771	105777101	10002221	M L KING REC CENTER	S	31	177	222	319	404	539	534	503	439	385	254	177	139	4,092
300685808	68580801	10000127	MONTBELLO REC CENTER	S	52	163	158	289	397	645	676	635	501	435	235	184	149	4,467
300674062	67406201	1401256	MONTCLAIR RECREATION CENTER	S	26	94	116	297	339	465	481	401	406	332	223	176	159	3,489
304174371	0417437101	10002698	Office Bldg 2	S	13		36	118	148	201	206	227	210	183	60	11	0	1,400
304210185	0421018501	10004775	Park Ave Firing Range	S	42		29	251	276	508	480	538	303	440	109	6	6	2,946
301889298	0188929801	10003527	Park Ave Policetrops	S	33		99	323	438	596	648	499	410	355	134	16	6	3,524
300672182	67218201	429909	POLICE BUILDING	S	21			59	108	239	247	224	169	134	24	0	0	1,204
300691855	69185501	10002730	RUDE REC CENTER	S	46	77	137	303	384	559	577	490	449	388	201	99	40	3,704
300672279	67227901	1079331	Scheitler Rec Center	S	48	206	113	293	328	451	458	420	394	283	322	285	225	3,778
300893985	89398501	266151	SWANSEA REC CENTER	S	13	43		65	106	187	186	162	124	95	127	163	109	1,367
301465404	146540401	L2830	WASHINGTON PARK REC CENTER	S	32	106	153	234	315	497	559	551	489	423	106	97	51	3,581
300672542	67254201	885197	20TH STREET REC CENTER	L	42	140	256	640	650	812	844	787	631	506	345	158	109	5,878
304193175	0419317501	10005078	Central Park Rec Center	L	49		276	509	607	755	795	695	636	588	374	267	230	5,732
300674662	0067466202	379067	Coliseum	L	211	10	16	559	907	1,783	2795	1799	1430	1031	211	8	8	10,557
300674662	0067466203	379245	Coliseum	L			2	47	27	295	838	325	247	153	15	0	0	1,949
300673557	67355701	1107484	COUNTY JAIL (FIRM)	L	252	792	1,050	2,053	2,366	3,662	3775	3502	3070	2600	1387	742	589	25,588
301282834	128283401	1303490	DAVIS REC CENTER	L	71	234	315	582	612	745	744	583	538	540	379	231	261	5,764
302012351	201235101	868863	DIA	L	18			218	112	186	259	290	280	364	312	84	0	2,105
302011979	201197901	448888	DIA	L	283	325	697	1,839	2,479	4,054	3700	4431	4167	3221	1056	498	576	27,043
301712124	171212401	272138	DIA	L	42			196	297	634	634	644	434	502	127	7	0	3,475
301710803	171080301	330165	DIA	L	45					1,049	1111	694	727	917	691	0	0	5,189
301710603	171060301	FC23445	DIA	L	49		13	501	590	844	692	819	1165	1005	367	35	0	6,031
301710599	171059901	694986	DIA	L	53		8	405	804	855	1078	808	637	653	212	0	0	5,460
301260657	126065701	1078796	DIA	L	527			5,099	6,103	8,156	8305	9430	8560	7409	2515	702	0	56,279
301106819	110681901	134182	DIA	L	48		11	626	890	1,085	1286	1061	1171	980	268	30	0	7,408
300805088	80508801	20111292	DIA	L	22			38	598	627	621	560	614	578	533	0	0	4,169
300805087	80508701	404219	DIA	L	42					893	1004	768	595	782	346	0	0	4,388
300804894	80489401	694653	DIA	L	45			672	769	860	868	560	837	780	431	44	0	5,821
300673176	67317601	448642	DIA	L	354	23	120	1,066	1,618	2,197	1677	3915	2238	2476	722	61	12	16,125
300672773	67277301	10003073	DIA	L	31	1	15	129	192	286	290	275	274	234	110	25	15	1,846
300682488	68248801	1454548	GREENHOUSE #2	L	69		187	632	838	1,144	1317	1051	1020	1025	611	79	1	7,905
301369885	136988502	629671	PUBLIC WORKS - ROSLYN	L	19		10	158	323	694	901	762	501	527	111	19	17	4,023
301369885	136988501	284612	PUBLIC WORKS - ROSLYN	L	154		3	93	246	532	584	492	356	312	78	1	0	2,697
300673375	67337501	885148	WASTE WATER MGMT	L	105	395	389	802	836	1,372	1389	1253	1083	937	447	290	296	9,489
300688165	0068816501	1107520	Yasui Plaza	L	91		31	246	360	1,078	1124	847	746	655	137	12	0	5,236
				Total PDQ	3311	3388	5148	21610	27992	43402	46144	44738	39094	35136	15135	5430	3720	290,937

City and County of Denver, Transport Gas Usage, INTERRUPTIBLE, Aug 2012 - July 2013

Premise	Load Pt	Meter #	Facility	Interruptible	MDTQ	08/2012	09/2012	10/2012	11/2012	12/2012	01/2013	02/2013	03/2013	04/2013	05/2013	06/2013	07/2013	Annual Total	
300673080	67308001	1253106	ASPHALT PLANT	I	792	5,716	4,616	4,131	3,246	186	0	0	0	1165	3203	4334	6286	32,883	
300674923	67492301	10005362	BOTANIC GARDENS	I	203	44	195	632	848	1,275	1340	1187	1036	879	471	67	55	8,029	
300676995	67699501	448934	COUNTY JAIL (INTERRUPTIBLE)	I	353	370	554	928	849	1,458	1764	1628	1354	1242	985	656	489	12,277	
301010783	101078301	448864	DENVER HEALTH	I	1110	9,504	10,274	15,415	16,536	21,064	21137	18623	18268	16621	12662	10015	9866	179,985	
300691541	69154101	429573	DIA BOILERS - 27150 E 86TH AVE	I	3911		3,285	25,874	30,362	45,799	44371	39006	35701	30381	13029	0	2	267,810	
300672602	67260201	10003643	MUSEUM OF NATURE & SCIENCE	I	320	1,441	1,961	2,994	3,569	4,870	4820	4087	3947	3515	2376	1523	1340	36,443	
						17,075	20,885	49,974	55,410	74,652	73,432	64,531	60,306	53,803	32,726	16,595	18,038	537,427	
																		Current Total Contact	828,364

ATTACHMENT 2: CONTACT INFORMATION

Account #	300673080	300674923	300676995	301010783	300691541	300672602
Customer	CITY & COUNTY OF DENVER-DP	CITY & COUNTY OF DENVER-DP	CITY & COUNTY OF DENVER-DP	CITY & COUNTY OF DENVER-DP	CITY & COUNTY OF DENVER-FR	CITY & COUNTY OF DENVER-DP
Address	Asphalt Plant 5440 ROSLYN ST	Botanic Gardens 1055 YORK ST	County Jail (Interruptible) 10550 SMITH RD	Denver Health 677 DELAWARE ST	DIA Boilers 27150 E 86TH AVE BLDG 17S0	Museum of Nature & Science 2001 COLORADO BLVD
City	DENVER	DENVER	DENVER	DENVER	DENVER	DENVER
State	CO	CO	CO	CO	CO	CO
Zip Code	80022	80206	80239	80204	80249	80205
BTU Zone	DENVER	DENVER	DENVER	DENVER	DENVER	DENVER
Name	DEAN RZESZUT	TOM ALJINOVICH	MAINTENANCE SHOP	CENTRAL PLANT	STEVE SMITH	GARY PONIKISKI
Work	720-865-4117	720-865-3603	720-913-3702	303-436-5854	303-342-4482	303-370-6148
Cell	303-513-6099	303-961-3435	720-913-3703		303-513-6561	303-880-7993
Home	720-298-4939	303-467-2396				
Fax						303-370-6468
EMAIL	DEAN.RZESZUT@CI.DENVER.CO.US	ALJINOVIT@BOTANICGARDENS.ORG			STEVE.SMITH@FLYDENVER.COM	GARY.PONIKISKI@DMNS.ORG
Name	Ray Haight	Derek Wesch	Mike Engbarth	Jake Olson	BRIAN MORAN	ELAINE HARKINS
Work	720-865-4118	720-865-3577	720-913-3850	303-602-7980	303-342-4458	303-370-6340
Cell	720-775-4920	303-961-6966	720-387-5788	720-435-3439	303-218-0956	303-880-1104
Home						
Fax			720-913-3661			303-370-6468
EMAIL		weschd@botanicgardens.org	Michael.Engbarth@denvergov.org	jacob.olson2@dhha.org	Brian.Moran@FLYDENVER.COM	ELAINE.HARKINS@DMNS.ORG
Name		Kyle Burnett	KENDRA MOSKAL	JON CLARK	MAINTENANCE CONTROL	Eliot Poynter
Work		720-865-3616	720-913-3851	303-602-2365	303-342-2800	303-370-8292
Cell		303-356-3331	303-435-2927	720-290-3081		303-518-4457
Home		720-878-4201				
Fax			720-913-3661			303-370-6468
EMAIL		burnettk@botanicgardens.org	KENDRA.MOSKAL@denvergov.org	JONATHAN.CLARK@DHHA.ORG		Eliot.Poynter@dmns.org
Name		SECURITY	JAIL CONTROL CENTER			SECURITY
Work		303-472-1288	720-913-3910			303-370-6343
Cell			720-913-3915			303-370-6344
Home						
Fax						303-370-6468
EMAIL		SECURITY@BOTANICGARDENS.ORG				SECURITYSUBPOST@DMNS.ORG
Name			Sergeant's Office			
Work			720-913-3730			
Cell						
Home						
Fax						
EMAIL						
CHANGES	None	None	CHANGES	None	None	None