



5637 N. Classen Blvd. Oklahoma City, OK 73118 Phone 405-842-9200 Fax 405-842-9213

COVER SHEET

Clearwater commits to perform contract requirements as presented by Topeka Metropolitan Transit Authority RFP dated August 24, 2020.

7 Pages sent including cover sheet

Thank you for this opportunity.

A handwritten signature in blue ink that reads 'Laurie Walker'.

Laurie Walker  
Natural Gas Sales,  
Clearwater Enterprises  
Office: 816-524-3923  
Cell: 913-226-6448  
[walker@clearwaterenterprises.net](mailto:walker@clearwaterenterprises.net)



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NATURAL GAS SALES PROPOSAL  
Topeka Metro Sept 8, 2020

Clearwater Enterprises, LLC is a full service, independently owned and regionally focused mid-continent energy company. Clearwater was founded in 1999 and currently serves more than 2,500 retail customers in multiple states.

**SUPPLIER RESPONSIBILITIES:**

Clearwater Enterprises will purchase, nominate, balance and deliver natural gas to the KGS city gate for final delivery to facility.

**TERM:**

1, 2, or 3 years out of October 1, 2020 and year to year thereafter subject to a 45 day written notice of cancellation prior to the end of the initial term or any subsequent anniversary date.

**PRICING:** This pricing does NOT include the SSCGP transportation charges as requested. Topeka Metro will be responsible to contract with SSCGP their own transportation agreement. If one is not established, Clearwater will pass through and charge customer the maximum tariff transportation charges.

**INDEX PRICE:**

12, 24, or 36 month terms = The price for all base-load volumes shall be equal each month to The Monthly Index Price per MMBtu as reported for the first day of each month by Inside F.E.R.C.'s Gas Market Report: under the heading "Southern Star Central Gas Pipeline Texas, Oklahoma, and Kansas" plus \$0.20 per MMBtu plus pipeline fuel. As described in the Pricing Section above, SSCGP transportation charges NOT included therefore Topeka Metro must contract their own transport with SSCGP.

**INCREMENTAL PRICING:**

Swing Allowance is 0%.

To the extent that Buyers actual burn volumes vary from First of Month nominations, for all gas delivered in excess of the Nominated Volume, Seller has the option to charge Buyer Seller's cost for natural gas plus \$0.20/MMBtu plus SSCGP transportation and fuel charges. For unutilized volumes, Seller has the option to charge Buyer Seller's cost of gas less \$0.20 per MMBtu for unutilized volumes.

**CREDIT:** Approved with payment terms of Net 10 days to pay from the invoice date or 25<sup>th</sup> of the month, whichever is latest. ACH acceptable.

**REFERENCES:** City of Lenexa, Doug Robinson, Chief Financial Officer, Phone 913-477-7544  
City of Gladstone, Summer Robbins, Our Energy manager, Phone 816-287-1360  
Kaw City Oklahoma, Noel Clonts, Treasurer, Phone 580-269-2525 x5

I appreciate the opportunity to offer supply service to these sites. Please let me know if there are any questions on this offer.

Regards,

A handwritten signature in blue ink that reads 'Laurie Walker'.

Laurie Walker  
Natural Gas Sales, Clearwater Enterprises  
Cell: 913-226-6448  
[lwalker@clearwaterenterprises.net](mailto:lwalker@clearwaterenterprises.net)

COVER SHEET

Proposer Information

Company Name Clearwater Enterprises, L.L.C.

Address 5637 N. Classen Blvd.

City, State, Zip Oklahoma City, OK 73118

Main Phone 405-842-9200

Contact Person Information

Name Laurie Walker

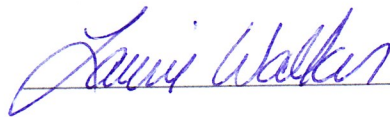
Job Title Gas Sales Manager

Phone 816-524-3923

Alt. Phone 913-226-6448

Email lwalker@clearwaterenterprises.net

Signature



Date:

9-8-2020

**PRICE QUOTE**

Please show how much your company will charge above the SSCGP First of the Month Index. This is the only acceptable type of price quote.

Year 1 \$ 0.20

Year 2 \$ 0.20

Year 3 \$ 0.20

If your company does not offer three-year contracts, how long would your contract run? n/a years

Complete your price quote in one of two ways:

- 1) Complete a price quote for each year of the contract.
- 2) Complete a price quote for the first year of the contract and show the maximum percentage increase for years 2-3.

Topeka Metro is tax exempt. Do not include sales tax in your proposed price.

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION**

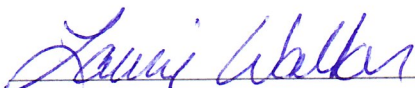
This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2019-2021 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature: 

Name and Title: Laurie Walker, Gas Sales Manager

Company Name: Clearwater Enterprises, L.L.C.

Date: 9-8-20

NON-COLLUSION CERTIFICATION

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature: *Laurie Walker*

Name and Title: Laurie Walker, Gas Sales Manager

Company Name: Clearwater Enterprises, L.L.C.

Date: 9-8-20

**SUSPENSION / DEBARMENT CERTIFICATION**

**In regard to 2 CFR Parts 180 and 1200**

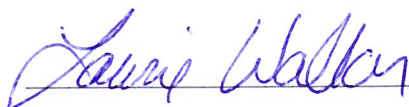
In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: \_\_\_\_\_



Name and Title: Laurie Walker, Gas Sales Manager

Company Name: Clearwater Enterprises, L.L.C.

Date: 9-8-20