

Request for Legislative Action

Res. #20728

Sponsor: Theresa Cass Galvin

Date: July 26, 2021

Completed by County Counselor's Office

Action Requested:	Resolution	Res.Ord No.:	20728
Sponsor(s):	Theresa Galvin	Legislature Meeting Date:	7/26/2021

Introduction

Action Items: ['Transfer']

Project/Title:

Family Court Division General Fund Transfer due to extraordinary gas rate increases.
Request the transfer of \$174,250

Request Summary

Requesting the transfer of \$174,250 within the 2021 Family Court General Fund to reallocate funds to pay extraordinary gas rate increases caused by the February weather crisis in Texas. The gas supply contract with the vendor Constellation has a clause in it in which the price of the gas supplied may fluctuate based on the market. The February storm in Texas caused dramatic price increases in the entire region and caused Family Court's invoice from Constellation to increase to the amount of \$181,202.12. The invoice and contract that pertains to this situation are provided in the attachments of this RLA. The funds for this transfer to help cover these extraordinary costs are from funds that were not used for travel because of COVID restrictions and further juvenile institution care costs will be paid out of unspecified combat funds. Family Court is requesting to transfer \$174,250.00 as described in the budget information.

Contact Information

Department:	Circuit Court	Submitted Date:	7/12/2021
Name:	carl.bayless@courts.mo.gov	Email:	Carl.Bayless@courts.mo.gov
Title:	Grant, Revenue, Contract Accountant	Phone:	816-435-4775

Budget Information

Amount authorized by this legislation this fiscal year:	\$174,250		
Amount previously authorized this fiscal year:	\$ 0		
Total amount authorized after this legislative action:	\$174,250		
Is it transferring fund?	Yes		
Transferring Fund From:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	2101 (Family Court)	56780 (Institutional Care Fee)	\$139,650
001 (General Fund)	2101 (Family Court)	56140 (Travel Expense)	\$34,600

Request for Legislative Action

Transferring Fund To:			
Fund:	Department:	Line Item Account:	Amount:
001 (General Fund)	2101 (Family Court)	56410 (Gas)	\$174,250

Prior Legislation	
Prior Ordinances	
Ordinance:	Ordinance date:
Prior Resolution	
Resolution:	Resolution date:

Purchasing	
Does this RLA include the purchase or lease of supplies, materials, equipment or services?	No
Chapter 10 Justification:	
Core 4 Tax Clearance Completed:	
Certificate of Foreign Corporation Received:	
Have all required attachments been included in this RLA?	

Compliance	
Certificate of Compliance	
Not Applicable	
Minority, Women and Veteran Owned Business Program	
Goals Not Applicable for following reason: Not spending money.	
MBE:	.00%
WBE:	.00%
VBE:	.00%
Prevailing Wage	
Not Applicable	

Fiscal Information
<ul style="list-style-type: none"> Funds sufficient for this appropriation and/or transfer are available from the source indicated on the budget information tab.

Request for Legislative Action

History

carl.bayless@courts.mo.gov at 7/12/2021 1:45:45 PM - [Submitted |]
Department Director: Mary Marquez at 7/12/2021 1:57:59 PM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/12/2021 3:15:55 PM - [Returned for more information | Please provide some clarification and additional detail in the Request Summary and attach supporting documentation in the form of memorandums and/or invoices]
Submitter: carl.bayless@courts.mo.gov at 7/13/2021 4:59:12 PM - [Submitted | Added more description and supporting invoices.]
Department Director: Mary Marquez at 7/14/2021 11:41:44 AM - [Approved |]
Finance (Purchasing): Barbara J. Casamento at 7/14/2021 12:09:13 PM - [Not applicable |]
Compliance: Katie M. Bartle at 7/15/2021 10:59:01 AM - [Approved | eRLA 160]
Finance (Budget): Mark Lang at 7/15/2021 12:31:58 PM - [Approved | The fiscal note has been attached.]
Executive: Sylvya Stevenson at 7/15/2021 12:49:33 PM - [Approved |]
Legal: Elizabeth Freeland at 7/22/2021 10:46:19 AM - [Approved |]

Fiscal Note:

Funds sufficient for this transfer are available from the sources indicated below.

PC# 210121001 000

Date: July 15, 2021

RES # 20728
eRLA ID #: 160

Org Code/Description	Object Code/Description	From	To
001 General Fund			
2101 Family Court	56780 Institutional Care Fee	\$ 139,650	\$ -
2101 Family Court	56140 Travel Expense	34,600	-
2101 Family Court	56410 Gas	-	174,250
		\$ 174,250	\$ 174,250

APPROVED
By Mark Lang at 12:29 pm, Jul 15, 2021

Budget Office



16TH CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
FAMILY COURT DIVISION
625 E. 26TH STREET
KANSAS CITY, MISSOURI 64108



BID CONTRACT 2600302017
CONTRACT EXTENSION LETTER

June 29, 2020

Amy Williams
Constellation NewEnergy - Gas Division, LLC
2348 SW Topeka Blvd #203
Topeka, Kansas 66611

RE: Extension of Contract 2600302017 – Natural Gas Transportation for a 12-month period per the original terms of the Invitation for Bid with the pricing to reflect the latest index price plus yearly pipeline fuel percentage plus the court’s fixed \$0.34 basic cost equals the court’s price per MMBTU. All terms and conditions contained in the original agreement are incorporated into this renewal as if more fully set forth herein. This is the **first** of the possible (three) one-year renewal periods as stated in original bid/contract.

Contract Extension Term: July 1, 2020 through June 30, 2021

No financial obligation shall accrue against the Family Court until such time as delivery pursuant to purchase order is made by your Company.

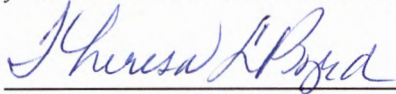
Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated natural gas, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. If Constellation NewEnergy - Gas Division, LLC files for or goes into bankruptcy, the contract will immediately become null and void.

The Family Court Purchasing Agent, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Purchasing Agent or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Constellation NewEnergy - Gas Division, LLC shall be liable.

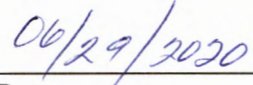
Constellation NewEnergy - Gas Division, LLC shall indemnify the Family Court against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Constellation NewEnergy - Gas Division, LLC or by an employee or subcontractor of Constellation NewEnergy - Gas Division, LLC.

The Family Court shall not be precluded from receiving the benefits of any insurance that Constellation NewEnergy - Gas Division, LLC may carry which provides for indemnification for any loss or damage to property in Constellation NewEnergy - Gas Division, LLC’s custody and control, where such loss or destruction is to County property. Constellation NewEnergy - Gas Division, LLC shall do nothing to prejudice the Family Courts’ right to recover against third parties for any loss, destruction or damage to County property.

JACKSON COUNTY FAMILY COURT



Theresa L. Byrd
Deputy Court Administrator



Date



16TH CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
FAMILY COURT DIVISION
625 E. 26TH STREET
KANSAS CITY, MISSOURI 64108



COVER PAGE
BID CONTRACT 2600302017
NATURAL GAS TRANSPORTATION

Date of Bid Solicitation: Wednesday, May 3, 2017 Date of Bid Opening: Wednesday, May 24, 2017

Date of Award: Thursday, June 1, 2017
Account Code: 001-2101-6410
Period of Contract: July 1, 2017 Through June 30, 2020
Renewable Options: Three (3) One-Year Renewals
Funding Clause: Yes – Section 2.3
Termination Clause: Yes – Section 7.0

FMS Vendor Code: COR33660 Family Court Account ID: BG-97332

Contractor Name: Constellation NewEnergy-Gas Division LLC

Mailing Address: 9960 Corporate Campus Dr., Suite 2000

City/State/Zip Code: Louisville, Kentucky 40223

Payment Remittance Address: Bank of America Lockbox Services
15246 Collections Center Drive

City/State/Zip Code: Chicago, Illinois 60693-0152

Federal Tax ID or FEIN: 23-2990190

DBE Status: Minority Owned-NO Women Owned-NO Small Business-NO

Authorized Signature: Kirk Stone Title: Principal Commercial Business Enhancement

Phone Number: 502.426.4500 Fax Number: 502.214.6381

Account Representative: Amy D. Williams Title: Account Manager II

Phone Number: 785.274.4957 Fax Number: 785.274.4911

E-Mail Address: amy.williams@constellation.com | Cell Number: 785.207.1149

Office Address: 2348 SW Topeka Blvd #203, Topeka, Kansas 66611

1.0 INTENTION

1.1 The intention of this Invitation for Bid and resulting contract is to obtain pricing from qualified, licensed, natural gas producers, brokers, or marketers (herein known as the "Contractor") currently engaged in the natural gas delivery business providing natural gas transportation services at the lowest possible cost with the highest level of reliability, service and safety.

1.2 Natural gas to be sold and delivered to:

Jackson County Family Court
625 E. 26th Street
Kansas City, Missouri 64108

2.0 CONTRACT TERM

2.1 The initial term of this contract shall be for a three (3) year period to commence on July 1, 2017 and end on June 30, 2020.

2.1.1 The right is reserved by the Family Court to renew the contract for three (3) consecutive periods of one (1) year each.

2.2 To prevent uninterrupted service any price agreement with awarded Contractor MUST be completed prior to 12:00 a.m. on July 1, 2017 so that gas service shall continue at the accustomed rate of delivery.

2.3 Family Court is operated and funded on a January 1 to December 31 basis; accordingly, the Family Court reserves the right to terminate, without liability to the Court, any contract for which funding is not available.

3.0 QUANTITIES TO BE SOLD & DELIVERED

3.1 Subject to the terms and conditions of the contract, the contractor shall agree to tender for sale hereunder and the Family Court agrees to receive and to pay the contractor for a quantity of gas actually used during the month of service.

3.2 So long as the Family Court shall have requirements for gas, present or future at its facility during the term of the contract, and the contractor is able to supply the Family Court's requirements, the Family Court shall purchase gas only from the contractor. The Family Court shall not be prohibited from arranging back-up or stand-by supplies of natural gas from local distribution companies.

3.3 The Family Court may request additional quantities of gas to be delivered by the contractor, and the contractor, at the contractor's discretion, shall deliver such additional quantities that are available.

3.4 It is expressly agreed that the delivery of gas by the contractor shall be subject to available pipeline capacities of Southern Star Central Gas Pipeline Inc. that are necessary for delivery of said gas to the Family Court.

Constellation NewEnergy - Gas Division, LLC

Kirk Stone, Principal Commercial Business Enhancement



5/24/2017

Company Name

Print Name

Authorized Signature

Date

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Please see cover letter enclosed regarding the terms and conditions of the RFP.

3.5 Gas delivered and taken hereunder during any day shall be delivered and taken at as nearly a constant rate as operating conditions shall permit. The parties shall give each other as much notice as is practical in case they desire to materially increase or decrease the amount of gas they are delivering or taking for one day or more.

3.6 Both the contractor and the Family Court shall agree to immediately notify the other when such gas is available for sale, or needed for purchase. Such notice shall be by telephone, and confirmed in writing within five (5) days. The gas sold/purchased hereunder shall be delivered and received at as uniform a daily rate as operationally feasible.

3.7 The contractor shall be responsible for nominating gas volumes for the Family Court. The following table is a historical use information for the past five (5) years that will help the contractor in making accurate nominations for the Family Court facility. It is the contractor's responsibility to clarify any use information supplied by the Family Court.

	NATURAL GAS VOLUME AVERAGE					
	Jackson County Family Court (MMBTU)					Average
	2012	2013	2014	2015	2016	
January	1181	189	1263	1262	1350	1049.00
February	1031	32	1097	1133	995	857.60
March	482	354	869	860	736	660.20
April	424	241	564	549	470.5	449.70
May	202	348	302	270	343	293.00
June	98	85	90	107	97.4	95.48
July	80	75	75	76	62.3	73.66
August	84	78	78	76	72.8	77.76
September	173	82	165	70	75.2	113.04
October	598	512	538	477	272.5	479.50
November	815	1000	916	816	673.5	844.10
December	165	?	1240	1100	1342.4	769.48
	5333	2996	7197	6796	6490.6	5762.52

4.0 DELIVERY POINT, OWNERSHIP & CONTROL

4.1 The delivery point for gas sold hereunder shall be at a mutually agreeable point on Southern Star Central Gas Pipeline Inc. and shall be set forth in Purchaser Nomination Notice (Ordering Exhibit), provided by the contractor, as amended by the Family Court.

4.2 **Title:** Title to all natural gas hereunder to the Family Court at the court agency meter demarcation, aka, the burner tip. Actual possession and title may pass from the contractor to the LDC (local distribution company): Missouri Gas Energy at the City gate. The LDC shall hold title and possession until the natural gas is delivered to the court agency meter demarcation point. The contractor shall fully coordinate with the LDC in order to manage the transport of the natural gas from the City gate to the court agency meter demarcation point on behalf of the Family Court.

Constellation NewEnergy - Gas Division, LLC

Kirk Stone, Principal Commercial Business Enhancement 

5/24/2017

Company Name

Print Name

Authorized Signature

Date

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Please see cover letter enclosed regarding the terms and conditions of the RFP.

4.3 The contractor shall be in exclusive control and possession of the gas and be responsible for any damage or injury caused thereby until it is delivered to the Local Distribution Company at the City gate. The contractor shall insure that the LDC shall be in exclusive control and possession of the natural gas as it passes to the Family Court's meter demarcation point, or burner tip, at which time the Family Court shall be in exclusive control and possession of the gas and shall be responsible for any damage caused from that point in time.

4.4 The contractor shall warrant that the title to all gas delivered to the Family Court hereunder is free from liens and adverse claims and agrees to save the Family Court harmless against all suits, debts, damages, costs and expense arising from every claim of any person against said gas.

5.0 GUIDELINES

All gas shall be measured at the Burner tip by a meter or other measuring device approved by the Family Court and the contractor. Pipeline and Utility rules, guidelines, and policies, as may be changed from time to time, shall define and set forth, among other things, the unit of measurement specifications, quality, heating value, testing specifications and delivery terms and specifications of the gas to be delivered to the Family Court hereto. All such definitions, specifications, procedures and terms, and all other terms and provisions of the pipeline relating to the delivery of gas are hereby expressly incorporated into the agreement by reference and shall be applicable to and binding upon contractor and the court, and shall apply to all natural gas sold by the contractor to the court.

6.0 IMBALANCE

The Family Court will not pay imbalance, mismatch, penalty or charges resulting from contractor's default, negligence, failure, error, or any other circumstance where additional gas charges are imposed on the account. However, actual penalties or charges resulting from Family Court's failure to respond to an order may be passed through at cost. Any monthly imbalances shall be managed by the contractor.

7.0 FAILURE TO PERFORM & DEFAULT

7.1 Any failure to deliver natural gas service based on this invitation for bid (except for a Force Majeure situation), falsification of records, or collusion with another bidder will result in termination of the Contract. Contractor will pay reimbursement of all additional cost incurred by Family Court. Disputed charges and cost will be deducted from the unpaid invoices rendered by the contractor.

7.2 In the event of a possible default or default on any of the terms of this invitation for bid by the contractor, the Family Court may contract with another supplier to deliver natural gas requirements. Filing for Bankruptcy Protection and/or non-compliance with the terms of this invitation for bid shall be considered a "default". Under Default, the Family Court terminates the agreement and may recover additional cost incurred by deducting additional cost from the Default contractor's invoices.

7.3 The Family Court reserves the right to terminate this agreement with thirty (30) days written notice for any reason deemed acceptable to the Family Court. Upon delivery of such notice by the Family Court to the Contractor, the Contractor shall proceed to cancel promptly all existing orders and contracts insofar as such order or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit an invoice to the Family Court for payment of that portion of the agreement successfully performed.

Constellation NewEnergy - Gas Division, LLC

Kirk Stone, Principal Commercial Business Enhancement

5/24/2017

Company Name

Print Name

Authorized Signature

Date

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Jackson County Family Court

"Working with Families to Improve Our Future One Child at a Time"

Please see cover letter enclosed regarding the terms and conditions of the RFP.

8.0 VENUE

This agreement will be governed and construed according to the laws of the State of Missouri. This agreement is performable in the County of Jackson, Missouri and shall be resolved in the 16th Circuit Court of Jackson County, Missouri.

9.0 BILLING & PAYMENT

9.1 The contractor shall issue one monthly invoice to the Family Court. The invoice must state the total MMBTU's of natural gas sold based on the actual gas usage (volume). Within thirty (30) days of the Family Court's receipt of invoice, the Family Court shall pay contractor for the total amount of natural gas billed hereunder. Invoices shall be sent to the following address.

Jackson County Family Court
Accounting Department
625 E. 26th Street
Kansas City, Missouri 64108

9.1.1 Or invoices can be e-mailed to: accountspayable@courts.mo.gov

9.2 Contractor shall bill monthly on actual volume of natural gas used by the Family Court during said month of usage.

10.0 PRICING

10.1 Prices shall be based off the INDEX PRICE (deliveries to Southern Star Central Gas Pipeline as published in Inside FERC's Gas Market Report) plus PIPELINE FUEL % (percentage of loss due to transport from wellhead to city gate) plus the BASIS COST (all cost associated with delivery of gas, i.e. management fees, transport fuel cost, mainline transport fee-to city gate, etc.) equals cost per MMBTU.

10.2 Should the referenced publication cease operation, a new publication shall be selected with the prior approval of the Family Court. Family Court will be updated of any such change.

10.3 Index Prices may escalate or de-escalate, depending on the fluctuation of the market and the Pipeline Fuel % that is added to the Index Price may change yearly, however, the Basis Cost shall remain firm and fixed for the duration of contract and any subsequent renewal period.

10.4 All costs other than Index Price and Pipeline Fuel % are all inclusive and no other charges shall be paid by the Family Court.

10.5 The right is reserved by the Family Court to "lock in" firm price at the end of the trading month for desired months. This does not have to be for the entire contract period.

10.6 Although the Family Court wants the cash-out (Buyback) at the end of the month based on the FOM Index as published in Platts, the Family Court doesn't want to be tied to the FOM Index.

Constellation NewEnergy - Gas Division, LLC	Kirk Stone, Principal Commercial Business Enhancement		5/24/2017
Company Name	Print Name	Authorized Signature	Date

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Please see cover letter enclosed regarding the terms and conditions of the RFP.

10.7 Latest Publication

INDEX PRICE	PIPELINE FUEL %	BASIC COST	FAMILY COURT'S PRICE PER MMBTU
\$ <u>2.66</u> MAY	+ <u>0512</u> 1.89970	+ <u>.34</u>	= <u>\$3.05</u> /MMBTU

10.8 The Contractor must warrant that it has access to sufficient natural gas to discharge its contractual obligation. This warranty is a fundamental consideration for the arrangement contemplated. The Contractor must be able to demonstrate its capability to perform and be willing to accept penalties in the event of nonperformance.

10.9 The Family Court doesn't have a "Contract Demand" with MGE; so if Southern Star or MGE call an Operational Flow Order, the Contractor shall provide any additional gas at the current price being charged to the Family Court.

11.0 CONFLICT OF INTEREST

The Contractor certifies that to the best of their knowledge or belief, no elected or appointed official, or employee of the Family Court is financially interested, directly or indirectly, in the purchase of any **Natural Gas** from the Contractor.

12.0 INSURANCE

The Contractor shall understand and agree that the Family Court cannot save and hold harmless and/or indemnify the Contractor against any liability incurred or arising as a result of any activity of the Contractor related to the Contractor's performance under the contract. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Family Court, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.

13.0 APPLICABLE LAWS

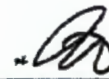
All Contractors doing business in the State of Missouri and working on behalf of the Jackson County Family Court MUST ensure that all current employees of the Contractor are legally eligible to work within the United States under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA 96") and INA Section 274A of the federal government. If Family Court determines that the Contractor employs any persons not eligible to work in the United States, the Contractor shall be in breach of contract and the Family Court may lawfully cancel the contract and suspend or debar the Contractor from doing business with the Jackson County Family Court.

14.0 CONTRACT ADMINISTRATOR

The contract will be administered by Dave Rose, Direct of Support Services. Phone number 816-435-4864
E-mail: David.Rose@courts.mo.gov

Constellation NewEnergy - Gas Division, LLC

Kirk Stone, Principal Commercial Business Enhancement



5/24/2017

Company Name

Print Name

Authorized Signature

Date

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Please see cover letter enclosed regarding the terms and conditions of the RFP.

15.0 AFFIDAVIT

I, the undersigned, in and for the City of Louisville, County of Jefferson, State of Kentucky being duly sworn on her or his oath, deposes and says;

1. That I am the Principal, Commercial Business Enhancement (Title of Affiant) of Constellation NewEnergy - Gas Division, LLC (Name of Contractor) and have been authorized by said Contractor to make this affidavit on its behalf; To the best of my knowledge

2. That no officer, agent or employee of the Jackson County Family Court is financially interested, directly or indirectly in what the Contractor is offering to sell to the Jackson County Family Court pursuant to this Invitation For Bid.

3. That if Contractor were awarded any contract from the Jackson County Family Court, no officer, agent or employee of the Family Court would be pecuniarily interested in or receive any benefit from the profit or emoluments of such;

4. That Contractor has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to this Invitation For Bid.

5. Contractor certifies and warrants that Contractor or Contractor's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties.

6. Contractor certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. Contractor certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Kirk Stone (Name of Contractor)

By:  (Signature of Affiant)

Principal, Commercial Business Enhancement (Title of Affiant)

Subscribed and sworn to before me this 24th day of May, 2017.



NOTARY PUBLIC in and for the County of Jefferson

State of Kentucky

(SEAL)

My commission expires: May 4, 2020

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16.0 INFORMATION/AGREEMENT/SIGNATURE FORM

Company Name: Constellation NewEnergy - Gas Division, LLC

Company Address: 9960 Corporate Campus Drive, Suite 2000
Louisville, KY 40223

Federal Tax ID/SSN: _____ Please provide company's W9

Payment Remit to Address: Please see invoice

Contact Name: Joey Judd

Phone Number: (913) 204-0574

Fax Number: (502) 426-8800

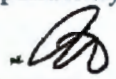
Email Address: Joey.Judd@constellation.com

DBE STATUS Indicate status claimed:

- 1. Minority Owned Business (MBE) YES NO
 African American Latino Native American Asian Pacific Islander
- 2. Woman Owned Business (WBE) YES NO
- 3. Small Business YES NO

Please provide a copy of Women/Minority Supplier Council certification.

~~AGREEMENT: Bidder certifies that he/she has read, understands, and will fully and faithfully comply with this Invitation for Bid and any referenced documents. That the following Company hereby agrees to furnish the products on which prices are quoted herein in accordance with all terms, conditions and specifications of this Invitation for Bid. Bidder also certifies that the prices offered were independently developed without consultation with any other bidders or potential bidders.~~ KU



Signature of Person Authorized to Sign

5/24/2017
Date

Kirk Stone,
Printed Name

Principal, Commercial Business Enhancement
Title

Please see enclosed letter.

RETURN PAGE



9960 Corporate Campus Drive
Suite 2000
Louisville, KY 40223
Phone: 502-426-4500
Fax: 502-214-6381
www.constellation.com

March 24, 2017

Jackson County Family Court
Purchasing Department
625 E 26th Street
Kansas City, Missouri 64108

RE: Response to the Jackson County Family Court RFP

Dear Mr. Struchtemeyer:

Constellation NewEnergy – Gas Division, LLC (“CNEG”) is pleased to present the attached bid to Jackson County Family Court (“Customer”). CNEG and Customer have previously entered into a Cornerstone Energy Base Agreement dated April 14, 2003 (the “Agreement”) which governs any and all transactions for the purchase and sale of Natural Gas between CNEG and Customer. To the extent that the terms and conditions in the RFP are not addressed in the Agreement or conflict with those in the Agreement, CNEG takes exception to those terms and conditions.

Constellation NewEnergy-Gas Division, LLC's success is built upon strength, flexibility and our intense focus on customer satisfaction. We are the chosen supplier of approximately 100,000 business and public sector customers across 46 states and Washington DC, including two-thirds of the Fortune 100. Constellation NewEnergy-Gas Division, LLC is committed to providing you with superior service, unique market insight and comprehensive energy solutions to help you manage and lower your total energy cost.

Thank you for the opportunity to respond to this RFP. We appreciate the opportunity to submit our response and we look forward to the opportunity to serve your energy needs.

Should CNEG be the awarded supplier, and it is a requirement of Customer, CNEG agrees to execute the affidavit enclosed in the RFP upon confirmation of a few of the statements.

Should you have questions, please do not hesitate to call.

Regards,

A handwritten signature in blue ink, appearing to read "Joey Judd", with several loops and flourishes.

Joey Judd, Account Manager
Constellation NewEnergy – Gas Division, LLC



16TH CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
 FAMILY COURT DIVISION
 625 E. 26TH STREET
 KANSAS CITY, MISSOURI 64108



BID AWARD RECOMMEND WORKSHEET

COMMODITY: Natural Gas Transportation **BID NUMBER:** 2600302017 **OPENING DATE:** May 24, 2017 **OPENING TIME:** 2:00 PM

REVIEWED/EVALUATED BY: Neil Struchtemeyer, CPPB **DATE:** May 25, 2017

PURCHASING RECOMMENDS AWARD TO: Constellation NewEnergy - Gas Division, LLC

PURCHASING COMMENTS: Purchasing has reviewed the only two (2) bid responses received and recommends award be given to Constellation NewEnergy - Gas Division, LLC as the lowest, most responsible and responsive bidder. This will be a three-year term and supply contract to include three (3) one-year renewal options. At the time of bid opening, Constellation NewEnergy bid \$3.05 per MMBTU. Note: The Index Price and the Pipeline Fuel % added to the Basis Cost determines our MMBTU cost. The Index Price will escalate or de-escalate, depending on the fluctuation of the market. The Pipeline Fuel % will change yearly. The Basis Cost will remain firm and fixed for duration of contract and any subsequent renewal periods.

<u>OTHER BIDDERS</u>	<u>BID PRICING</u>	<u>COMMENT</u>
CenterPoint Energy Services, Inc	\$3.0692 per MMBTU	Price at time of bid opening.

DEPARTMENT REPLY: Check appropriate box or boxes as listed.

- Accepting bid as recommended. Recommend ALL bids be rejected. Department prefers to re-bid.
- Recommended bid does not meet specifications. (Explain in remarks or attachment)
- Although recommended bid meets specifications _____ offers better value. (Explain in remarks or attachment)

DEPARTMENT REMARKS:

David L. Rose

 Print Name

David L. Rose

 Department Director Signature

5/25/17

 Date

Roy Fairchild

 Print Name

Roy Fairchild

 Budget & Fiscal Operations Officer Signature

05/26/17

 Date

Theresa L. Byrd

 Print Name

Theresa L. Byrd

 Deputy Court Administrator Signature

05/26/2017

 Date

RETURN ALL PAPERWORK TO FAMILY COURT PURCHASING DEPARTMENT



16TH CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
FAMILY COURT DIVISION
625 E. 26TH STREET
KANSAS CITY, MISSOURI 64108



BID CONTRACT 2600302017
NATURAL GAS TRANSPORTATION
AWARD LETTER

June 1, 2017

Constellation NewEnergy-Gas Division, LLC
Attn: Joey Judd
9960 Corporate Campus Drive, Suite 2000
Louisville, Kentucky 40223

Mr. Joey Judd

Congratulations! Based upon the evaluation of the bid responses I am pleased to inform you that Constellation NewEnergy-Gas Division, LLC has been selected as the Contractor to provide Natural Gas to the Family Court as specified on Bid 2600302017, henceforth referred to as Bid Contract Number 2600302017 – Natural Gas Transportation.

This will be a three year contract to commence on July 1, 2017 and end on June, 30, 2020. It is understood that the Family Court reserves the right to renew this contract for three consecutive periods of one (1) year each.

Termination of this contract may occur in the event funds from local, state or federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quality of goods/service, in which case the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.

The Family Court Purchasing Agent, or designee, shall be the sole judge as to the fact of the fulfillment of this agreement and upon any breach hereof said Purchasing Agent or designee shall, at their option, declare this agreement void, and for any loss or damage by reason of such breach, whether this agreement is annulled or not, said Contractor shall be liable.

The Contractor shall indemnify the Family Court against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent to the extent caused by Contractor or Contractors' employee or subcontractor.

The Family Court shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractors' custody and control, where such loss or destruction is to County property. The Contractor shall do nothing to prejudice the Family Courts' right to recover against third parties for any loss, destruction or damage to County property.

JACKSON COUNTY FAMILY COURT

Neil Struchtemeyer, CPPB
Senior Purchasing Agent





16TH CIRCUIT COURT OF JACKSON COUNTY, MISSOURI
FAMILY COURT DIVISION
625 E. 26TH STREET
KANSAS CITY, MISSOURI 64108



INVITATION FOR BID

IFB NO. **2600302017**

Issue Date: Wednesday, May 3, 2017

BID CLOSES – 2:00 PM
Wednesday, May 24, 2017

BUYER
Neil Struchtemeyer, CPPB

PHONE NUMBER
816.435.4780

The Jackson County Family Court (“Family Court”) is a juvenile court and correctional facility that is now accepting bids from qualified, licensed, natural gas producers, brokers, or marketers for the selling and delivery of **Natural Gas**. This document constitutes an invitation for competitive bids per specifications and/or conditions set forth in this solicitation.

INSTRUCTIONS TO BIDDERS:

- a. All required pages of bid shall be legibly printed in ink or typed.
- b. All required pages of bid must be returned legally signed and shall include the complete address of the bidder.
- c. Mail all required pages of bid to the following address:

Jackson County Family Court
Purchasing Department
625 E. 26th Street
Kansas City, Missouri 64108

- d. All required pages of bid **MUST** be received in purchasing no later than Wednesday, May 24, 2017 at 1:55 p.m. (Central).
- e. All required pages of bid will be accepted at the above address until date and time specified herein, and will be publicly opened and pricing read aloud at 2:00 p.m. local time (Central). Bids received after the deadline designated shall not be considered.
- f. **Telephone, Faxed or E-Mailed Bids will not be accepted!**
- g. By submitting a bid you offer to enter into the proposed contract and your offer is not revocable for Thirty (30) days following the response deadline indicated herein.
- h. All bids submitted in response to this Invitation For Bid shall become the property of the Family Court and will be a matter of public record available for review under the guidelines of any applicable Federal Freedom of Information Act or Missouri “Sunshine Law”.
- i. Jackson County Family Court is tax exempt. Federal Tax Exempt Number 43-91-0217K and Missouri State Sales Tax Exempt Sec. 39 [10] Article 3, Missouri Constitution; Missouri Tax I.D. 12495671, and such taxes shall not be included in quoted prices.
- j. Bid evaluation and award will be based on the lowest price per MMBTU at the time of bid opening from the most responsive and responsible bidder.



Texas Winter Storm Information

Powering Through Together

The recent winter storm in Texas has resulted in a number of questions from customers about their bills and payments, usage and service, price surges and more. We understand that it is a challenging time and are working to help our customers better understand the situation with answers to your most commonly asked questions, along with additional tips and resources.

1. Will my rate increase due to the winter storm and the spikes in wholesale market prices?

The extremely high energy bills you are seeing in the news are generally from plans that expose customers to ERCOT's Real-Time Settlement Prices. Constellation does not offer this type of plan to residential customers. Note: Due to increased energy use during the storm, you may see somewhat higher February bills. However, this potential increase is not the result of storm-related price spikes.

You will be invoiced according to your contract's terms. To see your contract terms, including your rate, please log into [My Constellation](#) and click on "Account Details" on the left-hand navigation (desktop computers) or "Details" at the bottom of your mobile screen. You'll find your contract details on the right side of your screen if using a desktop computer or near the bottom of the page on mobiles.

If you are on a variable-rate plan, your rate may change monthly. For questions on your variable-rate plan or to see what fixed-rate plans may be available to you starting March 9, 2021, please contact our Customer Care team at 866-917-8271.

2. Will I be charged for days I had no power?

Transmission and Distribution Utilities (TDUs) may have previously reported estimated usage when a customer's meter reading was zero.

This issue was addressed by the utility companies, and Constellation has incorporated any changes received on your invoices. We invoice for usage as reported by your utility. If you had power for even a portion of a particular day some usage would be reported for that day. You can verify your daily usage on the [Smart Meter Texas](#) website.

3. When will I receive my February bill?

We temporarily held our residential customers' invoices per the Public Utility Commission of Texas (PUCT)'s request. Normal processing of invoices has resumed, and you should receive yours shortly. Customers on Auto Pay will not have their account drafted until invoices are sent out. Any invoices that were generated prior to the event that are enrolled on Auto Pay will draft on the scheduled due date. You will have the same amount of time to pay your invoice as you have had in previous months.

4. Will I be charged a late fee? What if I can't pay this month's bill?

The Public Utility Commission of Texas lifted the suspension on [charging late fees](#). If you are unable to pay your bill when due, please contact our Customer Care team at 866-917-8271 to set up a Deferred Payment Plan.

5. Is Constellation going out of business?

Constellation is not going out of business. We are fully committed to continuing to serve Texas customers in addition to the approximately 2 million customers supplied by Constellation across the U.S.

Additional Resources

- [Tips to reduce energy usage](#)
- [Energy conservation ideas](#)
- [Electrical safety tips](#)
- [Texas electricity guide](#)
- [Home energy savings series](#)
- [Home energy savings ideas](#)
- [How to report a power outage](#)
- [Residential FAQs](#)





Jackson County Family Court
Accounts Payable
625 E 26th St
KANSAS CITY, MO 64108

Monthly Invoice

Invoice Date: **04/12/21**
Invoice Number: **3148629**

Account ID: **BG-97332**
Due Date: **05/14/21**

Previous Balance: **\$5,624.66**
Payments Applied: **\$5,624.66**
Unpaid Balance: **\$0.00**
Account Adjustments: **\$0.00**
Total New Charges: **\$181,202.12**

Total Amount Due \$181,202.12

HOW WE CALCULATED YOUR BILL

See reverse side for detailed description of charges ↗

Gas Supply Charges

\$181,202.12

Other Gas Related Charges

\$0.00

Taxes

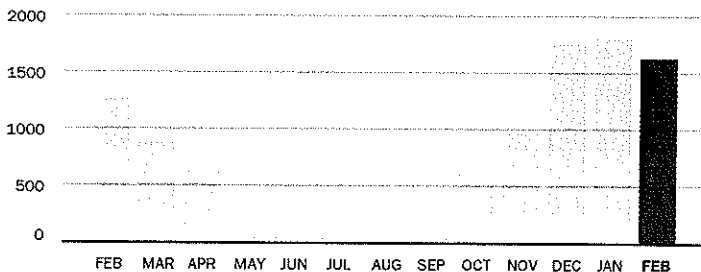
\$0.00

Account Adjustments

\$0.00

Total New Charges
\$181,202.12

BILLED VOLUME HISTORY



Current month's volume is **Highlighted**.

FEBRUARY SUMMARY BILLED VOLUME

1,633.0 MMBTu
▼ **10.0%** Previous Billed Volume

Previous Billed Volume
1,812.0 MMBTu

You can also pay your bill online - go to Energy Manager at <https://energymanager.constellation.com> to get started. It's fast, simple and secure.

Detach stub and enclose with your payment in return envelope. All checks should be made payable to Constellation NewEnergy-Gas Division, LLC. Please write your Account ID on your check.

Please do not include any messages, notes or letters with your payment. All correspondence can be sent to GasCustomercare@Constellation.com.

Thank you for your payment!



PO Box 4911
Houston, TX 77210-4911

Invoice Date: **04/12/21**
Invoice Number: **3148629**

Account ID: **BG-97332**
Due Date: **05/14/21**

Total Amount Due \$181,202.12

AMOUNT
ENCLOSED

\$

0101356 01 MB 0.447 **AUTO T7 1 4104 64108-271925 -C01-P01357-11



JACKSON COUNTY FAMILY COURT
ACCOUNTS PAYABLE
625 E 26TH ST
KANSAS CITY MO 64108-2719



CONSTELLATION NEWENERGY - GAS DIVISION, LLC
PO BOX 5473
CAROL STREAM IL 60197-5473

1070000000000000000869733203148629002021051400181202124

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Constellation.

An Exelon Company

Invoice Date: **04/12/21**

Invoice Number: **3148629**

Account ID: **BG-97332**

Due Date: **05/14/21**



For Customer Care:
 Email: GasCustomerCare@constellation.com
 Phone: **(844) 200-3427**
 Website: www.constellation.com

Total Amount Due \$181,202.12

Message Center

Thank you for being a Constellation customer!

SUMMARY CHARGES	
■ Gas Supply Charges	\$181,202.12
■ Other Gas Related Charges	\$0.00
■ Taxes	\$0.00
■ Account Adjustments	\$0.00
Total New Charges	\$181,202.12

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Other Ways to Pay Your Bill



Energy Manager

Manage your account at:
<https://energymanager.constellation.com>



Phone

Call 844.309.7092 for our 24/7 phone payment option



ACH/Wire

Constellation NewEnergy-Gas Division, LLC
 Bank Name: Wells Fargo
 ACH ABA #121000248 / Acct #4883615726
 Wire ABA #121000248 / Acct #4883615726
 PAYMENTS@CONSTELLATION.COM



Invoice Date: **04/12/21**
 Invoice Number: **3148629**

Account ID: **BG-97332**
 Due Date: **05/14/21**

Total Amount Due \$181,202.12

SITE DETAILS

Jackson County Family Court Kansas MO
625 E 26th St, Kansas City, MO 64108-2719

LDC Account: **4128671111**

Customer ID: **RG-12184**

Service for Feb-2021 - Actual

Gas Supply Charges	Quantity	Rate	Amount
Incremental Costs	1,165.00 MMBTu	\$76.52100	\$89,146.97
OFO/Critical Day Gas Charge - 2/18/2021	46.30 MMBTu	\$65.63400	\$3,038.85
OFO/Critical Day Gas Charge - 2/12/2021	66.60 MMBTu	\$16.27860	\$1,084.15
OFO/Critical Day Gas Charge - 2/14/2021	71.40 MMBTu	\$226.79430	\$16,193.11
OFO/Critical Day Gas Charge - 2/15/2021	67.80 MMBTu	\$226.79430	\$15,376.65
OFO/Critical Day Gas Charge - 2/17/2021	55.80 MMBTu	\$622.78500	\$34,751.40
OFO/Critical Day Gas Charge - 2/13/2021	67.80 MMBTu	\$226.79430	\$15,376.65
OFO/Critical Day Gas Charge - 2/16/2021	52.20 MMBTu	\$112.35040	\$5,864.69
OFO/Critical Day Gas Charge - 2/19/2021	40.30 MMBTu	\$9.17250	\$369.65
Subtotal Gas Supply Charges	1,633.20 MMBTu		\$181,202.12
Total Current Site Charges			\$181,202.12

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