

Jackson County Missouri Invitation to Bid No. 69-13
Page 2 of 18

A TERM AND SUPPLY CONTRACT for the furnishing of LP GAS (PROPANE FOR HEATING) for the Sheriff's Office and various locations in the Parks & Recreation Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and shall run from such date until the end of the 24th consecutive month from the month during which it first took effect unless it is sooner terminated in accord herewith.

This Contract consist of: (1) Contractor's offer, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (2) written modification to this Contract signed by the County's Purchasing Officer and consented to expressly or impliedly by Contractor. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County reserves the right to terminate this Contract for any reason upon at least 14 days written notice to Contractor.

The parties may annually extend this Contract beyond its original term for a time, not to exceed 36 months, from the last day of the original term provided that the County's consent to such an extension and the extension does not involve changes in the specifications, terms and conditions, or increase in prices unless such changes or increases are provided for in said specifications, terms or conditions in effect at the expiration of the original term has been approved by the County Legislature.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes No Initials ETD Minimum order, if applicable \$ 200 Gallons

ALL PAGES OF THIS INVITATION TO BID ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Ferrell gas, LP PHONE NO: 913-236-5656
ADDRESS: One Liberty Plaza Liberty, mo 64066 FAX NO: 913-236-7050
NAME OF AUTHORIZED AGENT (print or type): Eric Duckworth DATE: 11/7/13
SIGNATURE OF AUTHORIZED AGENT: [Signature] TITLE: Account Mgr
EMAIL ADDRESS OF AUTHORIZED AGENT: eric.duckworth@ferrellgas.com
FEDERAL ID NO: 43-1698481 and/or SOCIAL SECURITY NO: _____

SPECIFY: MINORITY OWNED (MBE): No WOMAN OWNED (WBE): No (Check If Applicable)

JACKSON COUNTY MISSOURI BY Q. TROY THOMAS, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF Q. TROY THOMAS: _____ DATE: _____

1.0 INTRODUCTION

Jackson County, Missouri is seeking bids for a Twenty-Four (24) Month Term & Supply Contract with Three Twelve Month Options to Extend, for furnishing LP GAS (PROPANE FOR HEATING) for the Sheriff's Office and various locations in the Park & Recreations Department. LP Gas (Propane for Heating) will be ordered on an "As Needed" basis.

Although exact usage cannot be determined, it is estimated that the County will spend at least \$25,000.00 annually on this contract.

2.0 AWARD REQUIREMENTS

- 2.1 Certificate of Insurance: The Successful Contractor will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item 15 under "General Conditions" and Exhibit A included herein with ten (10) business days after receiving Notification of Award. The Certificate of Insurance must be received by the County prior to the commencement of any work on this contract.

3.0 SPECIFICATIONS

- 3.1 The Successful Contractor may increase prices only when the increase applies to the General Public, is stated officially in writing and does not exceed the suggested price list.
- 3.2 Price increases shall not take effect against the County until the Successful Contractor has verified the fulfillment of each of these conditions to the reasonable satisfaction of the County's Purchasing Supervisor.
- 3.3 The price per gallon quoted must be firm for six (6) months from date of award.
- 3.4 No Fuel Surcharges/Delivery Fees allowed during the term of this contract. The Successful Contractor will not bill Jackson County for any fuel surcharges/delivery fees throughout the term of this contract and its extensions.
- 3.5 Price per gallon must include all delivery charges, if any.
- 3.6 The Successful Contractor shall respond to an order for propane whether verbal or written within the response time.
- 3.7 The Successful Contractor shall provide around-the-clock service throughout the Contract Term at no additional cost to the County.
- 3.8 If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department before providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract. The only exception is in the event of an extreme emergency. Purchasing must be notified of an extreme emergency delivery the next business day via phone, fax, or email.

CURRENT TANK CAPACITY & LOCATIONS

NO	LOCATION	TANK SIZE	CURRENT RENTAL	ANNUAL ESTIMATED CONSUMPTION
Group I - Sheriff's Department				
1.	3310 N.E. Rennau Drive	1000 gallon	Own	5,700 gallons per year for all tanks located at the Sheriff's Office.
2.	3310 N.E. Rennau Drive	1000 gallon	Own	
3.	3310 N.E. Rennau Drive	1000 gallon	Own	
4.	3310 N.E. Rennau Drive	1000 gallon	Own	
Group II - Parks & Recreation Department				
5.	Audubon House, Lake Jacomo	500 gallon	\$35.00/year	1,485 gallons
6.	Flemming Camp House, Lake Jacomo	500 gallon	\$35.00/year	1,000 gallons
7.	Ft. Osage, Interpretive Center (Museum), Sibley, MO	1000 gallon	Own	1,110 gallons
8.	Landahl Park, Maintenance & Operations, Highway FF	500 gallon	Own	800 gallons
9.	Landahl Park, Park House	500 gallon	Own	1,200 gallons
10.	Equestrian Area, 12600 Raytown Road	500 gallon	N/C Lease	1,710 gallons
11.	Longview Lake, Ranger Station	1000 gallon	Own	1,000 gallons
12.	Longview Lake, Bathhouse	1000 gallon	Own	1,000 gallons
13.	Polo Fields, 151 st & Holmes, Blue River Park	1000 gallon	Own	1,000 gallons
TOTAL GALLONS				16,005 gallons

4.0 REQUIRED SUBMITTALS

The following information must be submitted with your response to this Invitation to Bid:

- 4.1 List of fuel locations, including complete address and telephone number for each location.
- 4.2 Day and Hours of Operation for fuel locations.
- 4.3 Point of Contact Name and Telephone Number for this Contract.

Failure to provide these submittals MAY result in the REJECTION OF YOUR BID.

5.0 EVALUATION PROCESS

All bids received that are responsive to the General Conditions, Specifications and other provisions of this Invitation to Bid will be evaluated. An Evaluation Committee made up of Jackson County, Missouri personnel will evaluate bids and make recommendations. Jackson County, Missouri shall be the sole judge of the bids submitted and its decision shall be final.

6.0 QUESTIONS

All questions regarding this Invitation to Bid must be in writing and emailed as detailed under General Conditions, Item Number Five on Page Ten of this Invitation to Bid. Point of Contact for the Purchasing Department is Anessa Culbertson, email address: aculbertson@jacksongov.org. All questions will be answered in the form of Addenda on the Jackson County, Missouri website. Failure to follow this procedure MAY result in the REJECTION OF YOUR BID.

7.0 QUOTATIONS

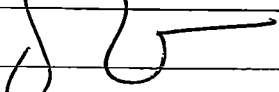
TANK RENTAL: From time to time throughout the Contract, the Successful Contractor shall lease to the County propane storage tanks, their fittings, and gas pressure regulators (herein referred to as "equipment"). Rental shall be at the quoted rate. The Successful Contractor shall also transfer, sell and deliver to the County, its requirements of Liquid Petroleum Gas (Propane for heating) at the quoted pricing.

Rental Rates for Tanks: These rates must be firm and shall not be increased during the term of the Contract and any of its extension options.

NO	DESCRIPTION OF EQUIPMENT OFFERED (USE ATTACHMENT IF ADDITIONAL SPACE IS REQUIRED)	WATER STORAGE CAPACITY	RENTAL PER MONTH
1.	Any size tank 500 gallons or more	500 to 1000	\$ ϕ
2.			\$
3.			\$
4.			\$

LP GAS (PROPANE FOR HEATING)

LP Gas (Propane for Heating), Price Per Gallon: \$ 1.513 / gallon

SIGNATURE:		DATE: 10/22/2013
NAME:	Eric Duckworth (Print or Type)	PHONE: 913-236-5656
TITLE:	Account Mgr (Print or Type)	CELL: 913-608-3110
COMPANY NAME:	Ferrellgas (Print or Type)	FAX: 913-236-7050
EMAIL ADDRESS:	ericduckworth@ferrellgas.com (Print or Type)	
WEB ADDRESS:	www.ferrellgas.com (Print or Type)	

Submittals


4.1 2837 Roe Ln KC KS 66103 913-236-5656

4.2 8:00am to 5:00pm M-F

4.3 Eric Duckworth 913-608-3110

ABSTRACT OF BIDS

BID NO: 69-13				Ferrellgas					
DATE: 11/12/13									
COMMODITY: LP Gas (Propane for Heating)									
NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
1	Description of Equip Offered								
	Water Storage Capacity		500 1000	\$1.513					
	Rental per month		0-						
2	Description of Equip Offered								
	Water Storage Capacity								
	Rental per month								
3	Description of Equip Offered								
	Water Storage Capacity								
	Rental per month								
4	Description of Equip Offered								
	Water Storage Capacity								
	Rental per month								
	LP Gas (Propane for Heating) per gallon								

CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED
 ON November 19, 2013 BY

CLERK OF THE LEGISLATURE

ABSTRACT OF BIDS

BID NO: 69-13				Ferrellgas					
DATE: 11/12/13									
COMMODITY: LP Gas (Propane for Heating)									
NO	DESCRIPTION	UNIT	QTY	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT
	<i>Armed & Dangerous</i> PURCHASING								



OFFICE OF THE
JACKSON COUNTY
SHERIFF

SHERIFF
MIKE SHARP
COLONEL
HUGH L. MILLS
COLONEL
BEN C. KENNEY

Anessa Culbertson
Finance Department (Purchasing)
Jackson County (MO)

Dear Ms. Culbertson

This letter is to serve as a request to recommend the following for award, for Bid No. 69-13 "LP Gas Propane for Heating." After review of the bid from Ferrellgas Propane. This Captain is recommending as the approved vendor, Ferrellgass Propane due to the only bidder for the services required.

Respectfully Submitted,


Captain Royce A. Richberg #6
Commander Staff Services Division



**JACKSON COUNTY
Parks + Rec**

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Anessa Culbertson, Senior Buyer
FROM: Nicol Mancini, Administrative Assistant
DATE: November 12, 2013
SUBJECT: Bid No. L69-13 LP Gas (Propane for Heating)

The Parks Department recommendation is to award the bid to Ferrell Gas.

Our **projected usage** during the next twelve months is \$ 23,000.

003 - 1602 - 57120 - \$20,000

003 - 1654 - 57120 - \$3,000



Michael D. Sanders, County Executive