



**LEGAL NOTICE**

**REQUEST FOR BID  
SEALED BID 14-040**

**For**

**Propane Gas (Bulk)**

**For**

**ST. CHARLES COUNTY GOVERNMENT  
ST. CHARLES, MISSOURI**

St. Charles County is seeking bids for **Propane Gas (Bulk)**. The vendor must guarantee the quoted prices for a period of one year. The County, with the consent of the vendor, shall have the option for two (2) one year extensions under the same terms and conditions. The county reserves the right to terminate the contract for any violation, by the successful bidder, of any term or condition of the contract by giving ninety (90) days written notice stating the reasons therefore and giving the party time to remedy any deficiencies.

## BID INSTRUCTIONS

One [1] signed original and one (1) signed copy of the bid must be received in a sealed envelope plainly marked "**Sealed Bid 14-040 Propane Gas (Bulk)**" with the date and time of the bid opening in the lower left corner of the envelope.

An authorized representative of the company/person submitting the bid must sign the bid, in blue ink.

Bids must be submitted to the St. Charles County Finance Department, 201 North Second Street, Room 541, St. Charles, MO 63301 prior to the bid opening.

**Bid opening will be on 1/07/2014 at 11:00 AM, in Room 523** of the St. Charles County Administration Building, 201 North Second Street, St. Charles, MO 63301.

St. Charles County reserves the right to accept and/or reject any and all bids.

Bid results may be obtained by emailing a request to the St. Charles County Purchasing Manager at [purchasing@sccmo.org](mailto:purchasing@sccmo.org), **no phone calls please**. Include the name and number of the bid and date of the bid opening when requesting the results. The time it takes for final bid results to be made public depends on the complexity of the project and the cost of the project.

## BID INQUIRIES

All questions or clarifications concerning this Request for Bid must be submitted in writing via E-mail (preferred), mail or fax to:

Kurt Mandernach, Purchasing Manager  
St. Charles County Government  
Finance Department  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7589  
[purchasing@sccmo.org](mailto:purchasing@sccmo.org)

**For questions or inquiries concerning the specifications please contact:**

Jeff Spalding, Highway Superintendent  
St. Charles County Government  
201 North Second St  
St. Charles, Missouri 63301  
Fax: (636)949-7307  
[jspalding@sccmo.org](mailto:jspalding@sccmo.org)

- The bid number and title shall be referenced on all correspondence.
- All questions must be received no later than **4:00 PM** on **12/30/13**. Any question received after this deadline may not be answered.

**Responses to questions/clarifications will be placed on the County's website [www.sccmo.org/businesses/](http://www.sccmo.org/businesses/). Check this website frequently for updates and any addendum that are issued.**

## **Prohibited Communication**

**Contact with any representative, other than through the procedure outlined in the section titled “Bid Inquiries”, concerning this request is prohibited PRIOR TO BID OPENING. Representative shall include, but not be limited to, all elected and appointed officials, and employees of St. Charles County and their Agents within St. Charles County.**

**Any Offeror engaging in such prohibited communications prior to Bid Opening may be disqualified at the sole discretion of St. Charles County.**

## **TERMS AND CONDITIONS**

- St. Charles County reserves the right to reject any and all bids or parts of a bid and waive technicalities, and to adjust quantities.
- All bids will be considered final. No additions, deletions, corrections, or adjustments will be accepted after the time of bid opening.
- All delivery costs or charges must be included in the F.O.B. destination bid price.
- City, County and State of Missouri Sales Tax and Federal Taxes are not applicable to sales made to St. Charles County and must be excluded.
- The contract shall be effective for the approximate twelve (12) month period from the date of the notice of award.
- The County, with the consent of the vendor, shall have the option to renew said contract for two (2) additional twelve (12) month periods at the same specifications and terms and conditions of any contract that may be derived from this request for proposal.
- The electronic version of this bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Purchasing Office does not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore, respondents are cautioned that the hard copy of this bid/RFP on file in the Purchasing Office governs in the event of a discrepancy between the information contained in or on the electronic version and that which is on the hard copy.
- Vendors are required to clearly identify any deviations from the specifications in this document.
- An authorized officer of the company submitting the bid must sign all bids, in blue ink.
- Vendors must submit two (2) signed copies of their bid; one is to be an original and so marked.
- All prices and notations must be in blue ink or typewritten on the attached form. Mistakes must be crossed out, corrections typed adjacent and must be initialed in blue ink by the person signing the bid.
- St. Charles County will not award any bid to an individual or business having any outstanding amounts due from a prior Contract or business relationship with the County or who owes any amount(s) for delinquent taxes, fees or licenses.
- Sealed proposals received after the designated time of the receipt of the sealed proposals will be considered as “No Bid” and “Void” and will not be opened.

- The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.
- All bidders must possess the necessary and appropriate business and/or professional licenses in their field.
- Award will be made to the low responsive, responsible bidder, or to the offeror whose proposal is most advantageous to the County, price and other factors considered. When payments are to be made to the County, award will be made to the most advantageous offer.
- County reserves the right to accept any item or group of items offered, unless the bidder qualifies his bid by specific limitations. The bid can be on an "all or none" basis if wording in the bid so states and if all items solicited are included in the bid.
- When applicable, provide unit prices and extension prices. Where there is disagreement in the unit and extension prices, the unit price shall govern.

**Employment of Unauthorized Aliens Prohibited (*Missouri Revised Statutes Section 285.530*)**

As a condition for the award of any contract or grant in excess of five thousand dollars by St. Charles County to a business entity, the business entity shall, by sworn affidavit and provision of documentation\*\*, affirm its enrollment and participation in a federal work authorization program (**E-Verify**) with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

An employer may enroll and participate in a federal work authorization program (**E-Verify**) and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. [RSMO 285.530 (4)]

Any entity contracting with St. Charles County shall only be required to provide the referenced affidavit on an annual basis. A copy of the affidavit is included in this bid request. Vendors may choose to send the required documentation using one of the following options:

- Send the notarized affidavit and E-Verify MOU signature page to: St. Charles County, Attn: Purchasing Manager, 201 N Second Street, Room 541, St. Charles, MO 63301 prior to responding to any solicitations; **OR**
- Send the notarized affidavit and E-Verify MOU signature page along with a bid solicitation response.

These documents will be kept on file. The notarized affidavit and E-Verify MOU signature page will remain current for **one year** from the date of the notarized affidavit.

**\*\* PLEASE NOTE:**

**Acceptable enrollment and participation documentation consists of a valid copy of the signature page Of the E-Verify Memorandum of Understanding, completed and signed by the Contractor, and the Department of Homeland Security - Verification Division  
The online address to enroll in the E-verify program is:**

<https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES>

**Open Records**

Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

## **BID SPECIFICATIONS**

It is the intent of St. Charles County to contract with a qualified supplier for the purchase of bulk propane for use by the Highway Department. The length of the Agreement will be for one (1) year with the option to renew for two (2) additional one-year terms.

The Highway Department will need approximately 10,000 gallons of propane.

The county reserves the right to adjust up or down the quantities ordered to meet the needs of the County.

### **Pricing**

The formula for calculating the final price to be paid by St. Charles County is:

$$\begin{aligned} & \text{O.P.I.S daily closing average price for the day prior to the delivery of fuel} \\ & \text{+/- Markup above /below O.P.I.S daily closing average price} \\ & = \text{Calculated price per gallon to be paid by the County} \end{aligned}$$

The OPIS rack city to be used to determine the daily closing average price-**St. Louis**

Monday deliveries will use the OPIS daily closing average price from the prior Friday.

All bids shall be in effect until new bids are let in 2015.

### **Delivery**

Deliveries will be made intermittently throughout the year upon the request from the authorized representative of the Highway Department to the following locations:

- Southern District Maintenance Building, 176 Sprock Road, Wentzville, MO 63385
- Sign Maintenance Facility, 3890 Greens Bottom Road, St. Charles, MO 63304
- Weldon Spring Facility, 7101 South Highway 94, St. Charles, MO 63304
- Weldon Spring Tower, 7105 South Highway 94, St. Charles, MO 63304
- Veterans Memorial Tower, 1562 Veterans Memorial Parkway, St. Charles, MO 63301
- St. Peters Howell Tower, 2480 St. Peters Howell Road, St. Peters, MO 63376
- Schluersburg Tower, 480 Schluersburg Road, Augusta, MO 63332
- Barnard Tower, 3699 South Point Prairie Road, Wentzville, MO 63385
- Dardenne Prairie Tower, 7801 Highway N, O'Fallon, MO 63368
- Schroeder Tower, 1079 Schroeder Creek Blvd., Wentzville, MO 63385
- Indian Camp Creek Tower, 1585 Dietrich Road, Foristell, MO 63348
- Riverdale Tower, 3211 Dyer Road, O'Fallon, MO 63366
- TR Hughes, 1250 TR Hughes Blvd. , O'Fallon, MO 63366
- Bethman Tower, 2552 Bethman Road, St. Charles, MO 63301
- Ameren Tower, 8499 Highway 94 North, West Alton, MO 63386

The Supplier shall perform all deliveries to facilities in a safe and professional manner. The supplier's equipment shall be in good working order and all personnel shall be trained in safety

measures to preclude accidents from endangering personnel on the property.

A Supplier's delivery truck operator must be present during delivery and take an active part in the prevention of spills. The fuel truck operator will take immediate action to stop the flow of product when the working capacity of the tank has been reached or when an emergency or spill occurs.

The Supplier must provide systems necessary to prevent spills and overfills from occurring during the product transfer.

Fuel metering devices must be utilized to provide accurate delivery quantities. The supplier's delivery vehicle must have a metering device.

A signature of a county representative must be obtained on each delivery ticket and a copy the delivery ticket must be left at the delivery location. If a county representative is not available this should be noted on the ticket and a copy of the ticket must be left at a location designated for these tickets

### **Invoicing**

Invoices must be mailed to: St. Charles County  
Finance Department-Accounts Payable  
Room 541  
201 N Second St  
St. Charles, MO 63301

Required information for each invoice:

- Delivery location
- Delivery date and time
- Product description
- Quantity delivered
- OPIS price per gallon in effect for that delivery
- Supplier margin/markup per gallon
- Each tax and fee charged per gallon (**St. Charles County is exempt from Federal Excise Tax**)
- Total amount due for that delivery

## Exception Sheet

If the item(s) and/or services proposed in the response to this bid is in any way different from that contained in this proposal or bid, the bidder is responsible to clearly identify all such differences in the space provided below. Otherwise, it will be assumed that the bidder's offer is in total compliance with all aspects of the proposal or bid.

Below are the exceptions or differences to the stated specifications (attach additional sheets as needed):

Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

Company: \_\_\_\_\_



**BID FORM**

**SB14-040**

**Propane Gas (Bulk)**

**BID OPENING DATE: 1/07/2014 at 11:00 AM**

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(Bidder name)

**Submits the following bid for this project:**

**Propane**

**Per gallon Markup above/below  
OPIS Daily Closing Average +/- \$ \_\_\_\_\_ per gallon**

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Authorized signature

Date \_\_\_\_\_

**THIS FORM MUST BE COMPLETED AND ENCLOSED WITH THE BID**

**Audit Clause for Contracts**

Examination of Records

The Contractor's records must include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The contractor must preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations, obtained during audits, will be kept confidential.

The Contractor will require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Business Hours: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
(Indicates acceptance of all bid terms and conditions)

Date: \_\_\_\_\_

**AFFIDAVIT OF WORK AUTHORIZATION**

The bidder/contractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the County for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided to the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**E-Mail Address**

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)

commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)

\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
**Signature of Notary**

\_\_\_\_\_  
**Date**