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1355 Capital Blvd. • P.O. Box 30013 • Reno, NV 89520-3013  
☎ 775.834.8080 • ☎ 775.834.8003

August 12, 2013

RE: Liquid Petroleum Gas  
Contract No. 1213-004  
Notice of Contract Renewal

To Whom It May Concern:

Pursuant to the attached documents and mutual agreement of all parties, this contract is extended until June 30, 2014, in accordance with the original terms, conditions and pricing contained in Truckee Meadows Water Authority's (TMWA's) award to Ferrellgas.

*Truckee Meadows Water Authority is a not-for-profit, community-owned water utility,  
overseen by elected officials and citizen appointees from Reno, Sparks and Washoe County.*



# Purchase Order

PO Accounting Date: 8/12/2013

**THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.**  
 Purchase Order # **PO-000448**

BILL TO

Truckee Meadows Water Authority  
 Accounts Payable  
 PO Box 30013  
 Reno NV 89520-3013

Delivery must be made within doors of specified destination.

SHIP TO

Ferrellgas  
 PO Box 173940  
 Denver CO 80217-3940

SHIP TO

Truckee Meadows Water Authority  
 1355 Capital Blvd  
 Reno NV 89502

Requester Contact Name		Requester Contact Phone Number		Vendor Number		
				000198		
Date Ordered	Date Requested	Freight Method/Terms				
8/12/2013	6/30/2014					
Line #	Description/Part No.	Qty	UOM	Unit Price	Discount Amount	Extended Price
1	Liquid Petroleum - One-Year Contract Renewal As Needed - Not to Exceed Contract Amount per for One-Year Extension. Supplies	5000.00	usd	1.00		\$5,000.00

Truckee Meadows Water Authority's Terms and Conditions shall govern this and all related transactions, review them at [http://tmwa.com/docs/po\\_terms\\_and\\_conditions.doc](http://tmwa.com/docs/po_terms_and_conditions.doc)

This Purchase Order number must be indicated on all Invoices, cartons and packing slips.

**PO Total** **\$5,000.00**



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June 27, 2012

RE: Liquid Petroleum Gas  
Contract No. 1213-004  
Notice of Contract Award

To whom it may concern,

TMWA formally bid this project as a joinder contract so that other public entities, whose requirements and standards coincide with the bid, can join or use this contract throughout the term of the contract. The bid permits multiple awards to facilitate other public entities needs being met. Both Bids are valid for agencies to choose what best fits their needs.

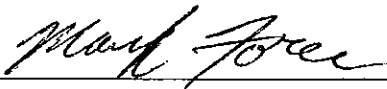
Both bids are posted to TMWA's website at [http://tmwa.com/about\\_us/doingbusinesswithtmwa](http://tmwa.com/about_us/doingbusinesswithtmwa)

Ferrellgas  
7757 North Virginia Street  
Reno, NV 89506  
775-331-1313

Amerigas  
720 Glendale Ave  
Sparks, NV 89431  
775-358-5246

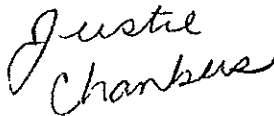
Contract Award approved to the above vendors by

Mark Forcee, TMWA General Manager

  
\_\_\_\_\_

June 27, 2012

Sincerely,



Justine Chambers  
Purchasing and Contract Administrator

*Truckee Meadows Water Authority is a not-for-profit, community-owned water utility,  
overseen by elected officials and citizen appointees from Reno, Sparks and Washoe County.*

# Bid Tabulation Report Liquid Petroleum Gas

Contract No. 1213-004

Bids Opened: June 22, 2012

	Bidder No. 1	Bidder No. 10
	Ferrell Gas	Amerigas
Cash Discount offered	none	none
<b>Description</b>	<b>Price Per</b>	<b>Price Per</b>
Hazmat Surcharge Per Delivery	0.91	1.08
Fuel Recovery Fee Per Delivery	0.91	1.08
<b>City of Sparks</b>		
8500 Clean Water Way, Reno, NV	0.91	1.08
<b>Washoe County</b>		
Bartley Ranch Park -1855 Del Monte Lane	0.91	1.08
Bowers Mansion -4005 Old Highway 395	0.91	1.08
Bowers Park – Maint -3905 Old Highway 395	0.91	1.08
Cold Springs Park - 3375 White Lake Pkwy	0.91	1.08
Davis Creek Park - 25 Davis Creek - East RR's	0.91	1.08
Davis Creek Park - 25 Davis Creek – Office	0.91	1.08
Davis Creek Park - 25 Davis Creek – Showers	0.91	1.08
Davis Creek Park - 25 Davis Creek - West RR's	0.91	1.08
Davis Creek Park - 25 Davis Creek - Prk Housing	0.91	1.08
Galena Camp - 18350 Mt Rose Hwy - RR's	0.91	1.08
Galena Camp - 18350 Mt Rose Hwy - Bldgs	0.91	1.08
Galena Creek - 18350 Mt Rose Hwy – Stone House	0.91	1.08
Galena Creek - 18350 Mt Rose Hwy - Marylyn Pond	0.91	1.08
No Valleys Reg Park - 8085 Silver Lake Blvd	0.91	1.08
Rifle Range - 21555 Pyramid Lk Hwy	0.91	1.08
So Valleys Reg Park - 15650 Wedge Parkway	0.91	1.08
Vya - Roads Maint Shop	no bid	1.08
Galena Creek - 18100 Mt Rose Hwy -- Ranger House	0.91	1.08
Galena Creek - 18100 Mt Rose Hwy – Shop	0.91	1.08

# Bid Tabulation Report Liquid Petroleum Gas

Contract No. 1213-004

Bids Opened: June 22, 2012

	Bidder No. 1	Bidder No. 10
	Ferrell Gas	Amerigas
RSR- Mus- GBA - 1595 No Sierra St – Discovery	0.91	1.08
Gerlach - Roads Maint - Del Ora & Fir	no bid	1.08
Ger - Sheriff Residence - 330 W Sunset	no bid	1.08
Ger – Courthouse - 330 W Sunset	no bid	1.08
Ger - Senior Center - 385 E Sunset	no bid	1.08
SFPD Headquarters - 3905 Old 395, Washoe Valley, NV 89701	0.91	1.08
Station 30 - 3905 Old 395, Washoe Valley, NV 89701	0.91	1.08
SFPD Station 30 - 3905 Highway 395, Washoe Valley, NV 89706	0.91	1.08
SFPD Station 35 - 100 South Garson Road, Verdi, NV 89439	0.91	1.08
SFPD Station 35 - 100 South Garson Road, Verdi, NV 89439	0.91	1.08
SFPD Station 38 - 16255 Mt. Rose Highway, Reno, NV 89511	0.91	1.08
SFPD Station 38 - 16255 Mt. Rose Highway, Reno, NV 89511	0.91	1.08
Cold Springs VFD - 250 South Avenue, Reno, NV 89506	0.91	1.08
Galena VFD - 16133 Mt. Rose Highway, Reno, NV 89511	0.91	1.08
Peavine VFD - 110055 Longview Lane, Reno, NV 89506	0.91	1.08
Redrock VFD - 16180 Red Rock Road, Reno, NV 895082	0.91	1.08
Gerlach VFD - 420 Cottonwood, Gerlach, NV 89412	no bid	1.08
<b>Wshoe County School District</b>		
Getto Transportation Center, GroundsKeeper Bldg. - 1850 Kleppe, Sparks, NV 89434	0.91	1.08
Marvin Picollo School - 900 Foothill Road, Reno, NV 89511	0.91	1.08
McQueen High School - 6055 Lancer St. Reno	0.91	1.08
North Valley Trans. Shop Maintenance - 330 Doubleback Road, Reno, NV 89506	0.91	1.08
Pleasant Valley Elementary School - 405 Surrey Drive, Reno, NV 89521	0.91	1.08

# Bid Tabulation Report Liquid Petroleum Gas

Contract No. 1213-004

Bids Opened: June 22, 2012

	Bidder No. 1	Bidder No. 10
	Ferrell Gas	Amerigas
Reno High B-Ball Stadium - 395 Booth Street, Reno, NV 89509	0.91	1.08
Reno High Tennis Courts - 395 Booth Street, Reno, NV 89509	0.91	1.08
Wadsworth High School - Gymnasium - Old School Rd., Wadsworth	0.91	1.08
<b>TMWA</b>		
Hunter Creek Reservoir - 4900 Ross Drive, Reno, NV 89509	0.91	1.08
rental tanks at various locations, for joinder agencies, not currently utilizing their		
100	0.00	1.00
120	0.00	1.00
172	0.00	1.00
288	0.00	1.00
350	0.00	1.00
499	0.00	1.00
500	0.00	1.00
550	0.00	1.00
575	0.00	1.00
800	0.00	1.00
1000	0.00	1.00
1150	0.00	1.00
Price per gallon of smaller purchases of LPG if obtained at your facility	0.91	1.18
facility locations attached	yes	yes
Total Bid Price Written in Words? y/n	yes	yes
Bidder Information Provided	yes	yes
Licensing Information Provided	yes	yes
Proposal Summary Executed	yes	yes



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**Notice to Bidders**  
**THIS IS NOT AN ORDER**

ADVERTISED BID #1213-004  
RELEASE DATE: June 12, 2012

**Liquid Petroleum Gas Re-Bid**

TMWA, as the situs for a Local Government Cooperative Agreement, is accepting sealed bids for the purchase of Liquid Petroleum Gas (LPG).

**QUESTIONS** will be accepted until **8am on June 20, 2012**. Exceptions to the bid document are not reviewed or approved at bid submission. All exception requests must be submitted through this question review period so that an addendum may be issued and all bidders will have access to bid on the same information on the project. All questions **must be submitted in writing**, and will receive a written response posted on the web page as an Addendum: TMWA's designated contact is:

Justine Chambers, Purchasing/Contracts Administrator  
Truckee Meadows Water Authority, P.O. Box 30013, Reno, NV 89502  
775-834-8056  
FAX No. 775-834-8285  
E-mail: [jchambers@tmwa.net](mailto:jchambers@tmwa.net)

**SEALED BIDS** must be submitted to **TRUCKEE MEADOWS WATER AUTHORITY (TMWA)**, in person to 1355 Capital Blvd., Reno, NV 89502 or by mail to P.O.Box 30013, Reno, NV 89520-3013, by not later than 1:00 p.m. on June 22<sup>nd</sup>, 2012. Bids received after the date and time set for receipt will be **REJECTED**.

**BID OPENING** will be held publicly at 1:05 p.m. on June 22<sup>nd</sup>, 2012 at 1355 Capital Blvd., Reno, NV 89502 .

**BID AWARD** is scheduled to be made by June 30, 2012

**PRICES** must be quoted FOB awarded agency.

**BID DOCUMENTS** may be downloaded from TMWA's web site at [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/).

**ADDENDUMS** are distributed from TMWA's web site at [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). It is each bidder's responsibility to ensure that they have received all Addendums prior to submission of their bid.

**TERM OF CONTRACT:** July 1, 2012 through June 30, 2013 and renewable for up to five (5) additional one year increments as long as supplier pricing remains competitive with market conditions or are reasonably adjusted to market price when found non-competitive. See escalation and de-escalation bid clauses for further information.

Justine Chambers, Purchasing/Contracts Administrator

1. **NOTICE OF RIGHTS**

1.1. TMWA reserves the right to reject any or all bids or any part thereof, and to waive any informalities or irregularities.

1.2. TMWA reserves the right to require such surety as may be deemed necessary for the protection of TMWA, or to ensure the satisfactory performance of a contractor in accordance with the specifications and bid documents.

1.3. TMWA reserves the right to withhold award for a period of thirty (30) days from the date of bid opening. Therefore, responses to this bid shall be valid for a period of thirty (30) days from the date required for receipt of bids.

1.4. TMWA reserves the right to award in whole or in part, by item, group of items, or by section where such action would serve TMWA's best interest. Bids identified on the basis of "**ALL OR NOTHING**" will be excluded from this provision.

1.5. TMWA, and its joiners, are tax exempt public entities and are not subject to federal excise, state or local taxes. Exemption numbers or certificates shall be furnished upon request.

1.6. TMWA may require prior to bid award an onsite demonstration of any item proposed at bidder's expense.

1.7. The Purchasing/Contracts Administrator for TMWA, acting as the Administrator of this contract, may audit any and all records pertaining hereto. TMWA shall have access to view all equipment and facilities utilized by the Contractor. Such access shall be to determine the ability of the Contractor to perform in accordance with the provisions of these documents.

2. **RIGHT OF JOINDER CONTRACTS:**

2.1. TMWA reserves the right, pursuant to Nevada Revised Statutes 332.195 to allow other public entities, whose requirements and standards coincide herewith, to join or use this contract throughout the term of this contract.

2.2. Any entity joining herewith shall have and reserve any and all rights held by TMWA herein and shall be given equal consideration.

2.3. TMWA shall require any public entity joining herewith to commit and pay for such equipment or product(s) by means of their individual accounting and Purchasing & Contracts Department.

3. **PREPARATION OF BIDS:**

3.1. Bids must be submitted in accordance with any document attached hereto and made an integral part hereof.

3.2. Bids must be submitted on forms supplied by TMWA and presented according to the instructions for the submission of bids.

3.3. Bidders are expected to examine these documents carefully. Failure to do so will be at the bidder's risk.

3.4. Bidders are urged to proofread their bids carefully for any errors.

3.5. Any irregularities or lack of clarity in any of the bid documents should be brought to the attention of the Purchasing/Contracts Administrator as soon as possible so that corrective addenda may be furnished to all bidders.

3.6. Alterations or erasures must be crossed out and the corrections thereof printed in ink or typewritten adjacent thereto. Any corrections must be initialed, in ink, by the person signing the bid.

3.7. In the case of a difference between written words and figures, the amount stated in written words shall govern.

3.8. In the case of a difference between a unit price and the extended price, the unit price shall govern.

3.9. All prices shall be F.O.B. TMWA. No additional charges for freight, packaging, handling, insurance, etc., shall be allowed. Bidder shall be responsible for all shipping charges for items returned due to error and/or unacceptable condition.

3.10. If the bidder proposes to modify a product so as to make it conform to the requirements of this bid, he shall make a request prior to bid opening. Any request for modification will be approved or not-approved by addendum to all bidders.

3.11. TMWA reserves the right to accept or reject any or all alternatives or exceptions offered, based solely on the value of said alternatives or exceptions to TMWA.

4. **COLLUSION, DISCRIMINATION AND/OR PRICE FIXING:**

4.1. The bidder certifies that any and all prices which he may charge under the terms of the contract do not, and will not, violate any existing federal, state or municipal laws or regulations concerning discrimination and/or price fixing. The bidder agrees to indemnify, exonerate, and hold TMWA, and any of its joiners, harmless from liability for any such .

6. **SUBMISSION OF BIDS:**

6.1. **Acknowledgment:** The successful bidder understands and acknowledges, when signing this bid solicitation, that if he fails to provide the product(s) within the requirements of the delivery schedule, or if he fails to satisfy the requirements of these documents or any guarantee or warranty by not performing in accordance therewith, that such failure shall be deemed a material breach and TMWA may pursue all remedies available at law.

6.1.1. No bidder may assign any agreement resulting from award of this bid without the express written permission of the TMWA Purchasing/Contracts Administrator or designee.

6.1.2. All bidders must hold all valid licenses and permits required for the business they seek to perform prior to any bid being awarded. However, possession of said license(s) is not a prerequisite for bidding.

6.2. The entire Proposal Summary shall be enclosed in a sealed envelope addressed to:

Truckee Meadows Water Authority (TMWA) Attention Justine Chambers:  
(Physical Address) 1355 Capital Blvd., Reno, NV 89502 (775) 834-8056  
(Mailing Address) P.O. Box 30013, Reno, NV 89520-3013

The mail received at the P.O. Box is picked up in the am. The Post Office does not put mail in the box other than early each morning. Overnighted mail should be sent to our physical address to be considered.

6.3. All signatures must be original. Copies will not be accepted.

6.4. All bids must be sealed. TMWA will not be responsible for the premature opening of a bid not properly addressed or identified. Clearly identify on the outside of the envelope the following information: The Contract Number, The Descriptive Project Name, The Date and Time the Submission is Due.

6.5. All bids received after the date and time set for receipt will be **REJECTED**.

6.6. No bids will be accepted by Facsimile transmission.

6.7. Bids may be modified by written notice provided such notice is received prior to the date and time set for receipt of bids. Facsimile modifications will not be accepted.

6.8. When a bid bond is required, said bond will be acceptable only in the form of a certified check, cashier's check, or a bond issued by a reputable solvent surety company authorized to do business in the State of Nevada.

7. **WITHDRAWAL OF BIDS**

8.1. Bids may be withdrawn by written notice, provided such notice is received prior to the date and time set for receipt of bids.

8.2. Notice of withdrawals received after the bid opening will not be considered.

9. **APPEAL BY UNSUCCESSFUL BIDDER(s)**

9.1. The Truckee Meadows Water Authority Contracts Division will post the recommendation for award of this Contract on the website: [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). Any Bidder which submitted a bid to TMWA may protest the recommendation for award in accordance with the procedures set forth in NRS 338.142.

9.2. The protest must be submitted in writing to TMWA's Purchasing and Contracts Administrator. In addition to any other information required by law, the protest shall include the following information:

9.3. The alleged violations(s) of:

9.3.1.1. Contract Documents referencing page number, item, and paragraph.

9.3.1.2. Nevada Revised Statutes referencing the specific chapter, section, and subsection.

9.3.1.3. Local codes or ordinances referencing section number.

9.3.1.4. Supporting documentation such as Nevada State Contractors Board licensing information or other detailed proof to substantiate the protest.

9.4. The Bidder filing the protest shall, at the time the protest is filed, post a bond with a good and solvent surety authorized to do business in the state of Nevada, or submit a cashiers check, money order, or certified check, to TMWA who will hold the bond or other security until a determination is made on the protest. The bond or other security submitted with the protest shall be in an amount equal to the lesser of 25 percent of the total Base Bid submitted by the Bidder filing the protest, or \$250,000.00.

9.5. If the protest is upheld, the bond or other security will be returned to the Bidder who submitted the protest.

9.6. If the protest is rejected, a claim may be made by TMWA against the bond or other security in an amount equal to the expenses incurred by TMWA because of the unsuccessful protest. Any money remaining after the claim has been satisfied will be returned to the Bidder who posted the bond or submitted the security.

9.7. The protest filed in accordance with these provisions operates as a stay of action in relation to award of the Contract until a determination is made by TMWA on the protest.

9.8. An unsuccessful Bidder may not seek any type of judicial intervention until TMWA has made a determination on the protest and awarded the Contract.

9.9. TMWA will not be liable for any costs, expenses, attorney's fees, loss of income, or other damages sustained by a Bidder, whether or not the Bidder files the protest.

9.10. TMWA's Administrator of Purchasing and Contracts will promptly issue a decision in writing to the protester and any other intervening party. If the protester or any other intervening party wishes to appeal the decision rendered by TMWA's Administrator of Purchasing and Contracts to the TMWA Board, such appeal shall be made within 48 hours from receipt of the decision by submitting a notice of appeal in writing to TMWA's Administrator of Purchasing and Contracts.

9.11. An award recommendation will be made and presented to the Truckee Meadows Water Authority Board for a final decision.

9.12. TMWA will not consider protests unless the procedures specified in this Section are followed.

#### 10. **AWARD OF CONTRACT**

10.1. TMWA will award the bid/contract on the basis of the bid or bids most advantageous in consideration of the criteria set forth in the State of Nevada Local Government Purchasing Act, Chapter 332 of the Nevada Revised Statutes. The evaluation of bids and the determination as to the quality of the product(s) offered shall be the responsibility of TMWA and will be based on information furnished by the bidder in his responding proposal, as well as other information reasonably available. In determining whether a bid is most advantageous, in addition to price, TMWA may consider the following:

- 10.1.1. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- 10.1.2. Whether the bidder can perform the contract or provide the service promptly, and within the time specified without delay or interference;
- 10.1.3. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- 10.1.4. The quality of performance on previous contracts;
- 10.1.5. Previous compliance of laws or ordinances by the bidder;
- 10.1.6. The financial responsibility of the bidder to perform under the contract or provide the service;
- 10.1.7. The limitations of any license the bidder may be required to possess;

10.1.8. The quality, availability, and adaptability of the product or service;

10.1.9. The ability of the bidder to provide future maintenance and/or service;

10.1.10. The number and scope of conditions attached to the bid; and

10.1.11. The life cycle, maintenance and performance of the equipment or product being offered.

10.2. A Purchase Order, faxed, mailed or otherwise furnished by the Purchasing & Contracts Department, to the successful bidder, is a binding contract without further action by either party.

10.3. After the award of bid, TMWA will post a notification of who the contract was awarded to on the web site: [http://www.tmh2o.com/about\\_us/doingbusinesswithtmwa/](http://www.tmh2o.com/about_us/doingbusinesswithtmwa/). All money order's or cashier's checks received will be returned within two (2) weeks from award of contract.

11. **TELEPHONE CONTACT:**

11.1. Awardee(s) shall be required to maintain telephone service such that TMWA may contact or leave a message for the Awardee(s) or their designee at any time. Awardee(s) shall provide advance notice to TMWA Purchasing & Contracts of any change in telephone number.

12. **HAZARDOUS SUBSTANCES AND MATERIAL:**

12.1. Awardee(s) agrees to submit complete and up-to-date Material Safety Data Sheets, herein referred to as MSDS, as defined and prescribed in 29 C.F.R. Section 1910.1200 on all chemicals/materials to be utilized in the performance of services as specified herein.

12.2. Awardee(s) shall submit all applicable MSDS to TMWA and Joining Agencies with the initial shipments of services.

12.3. Awardee(s) shall maintain on-site MSDS for chemicals/materials in storage or in use at any TMWA Facility, and conform with all applicable safety requirements regarding same, including the labeling of all secondary containers as to their contents.

13. **INDEMNIFICATION:**

13.1. Awardee(s) shall be required to indemnify and hold TMWA, including its joiners, officers, employees, and its agent's harmless from any liability with respect to, but not limited to, claims for damages as a result of bodily injury, sickness, disease, death, or property damage arising or resulting from the bidder fulfilling his responsibilities according to the bid documents and subsequent contract.

14. **COMPLIANCE WITH IMMIGRATION AND NATURALIZATION LAWS:**

14.1. Awardee(s) shall at all times comply with Immigration and Naturalization Laws regarding eligibility of their employees or subcontractors to work in the United States.

15. **COPYRIGHTS AND PATENTS:**

15.1. The successful bidder hereby guarantees that he will have full legal right of all processes, programs, methods, and techniques employed under the construction, production, and performance of the contract, and agrees to pay all rents, fees, and royalties of every description on any and all patents or patent rights, or copyrights, covering said processes, programs, methods, or techniques.

16. **WARRANTY AND GUARANTEES:**

16.1. The successful bidder agrees that any warranty or guarantee provided for herein or in the specifications shall not be considered as the exclusive remedy of TMWA, or its joiners, for any default in any respect by the bidder, but such warranty or guarantee shall be considered to be in addition to any right or remedy hereunder or otherwise allowed by law, equity, or statute.

17. **STATUS OF AWARDEE:**

17.1. Awardee(s) shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of TMWA.

17.2. The Awardee warrants that all persons employed by them to service in any way the equipment placed with TMWA as a result of this bid, have satisfactory past records indicating their ability and capability to accept the responsibilities anticipated with this type of work. All employees shall be required to present identification furnished by Awardee to establish their right to work on the equipment.

18. **ESCALATION AND DE-ESCALATION:**

Products supplied pursuant to the provisions of this Contract shall be subject to escalation and/or de-escalation of prices as indicated herein; (i.e., conditions brought about due to market fluctuation may result in such changes). Escalation and/or de-escalation shall be as set forth by the following provisions:

18.1. **Price Reductions:** If, during the term of the contract, the successful bidder reduces any or all prices charged to any customer other than TMWA, or its joiners, for the same product of the equivalent quantity, quality, delivery, performance and warranty, as said equipment specified herein, the bidders shall make an equivalent reduction for TMWA, and its joiners, in corresponding prices.

18.2. **Base Price:** For purposes of bid solicitation and contract award, the base price shall be established by the respondent's proposal to this Bid.

18.3. **Taxes:** TMWA, and its joiners, as political subdivisions of the State of Nevada are

eligible tax exempt entities and are not subject to sales tax or Federal Excise Tax.

18.4. **De-escalation:**

18.4.1. Adjustments decreasing the "Base Price" shall be concurrent with the Contractor's price from his supplier(s). Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing products that meet or exceed the requirements of the contract.

18.4.2. The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, product involved, and the date of effect.

18.5. **Escalation:**

18.5.1. Adjustments increasing the "Base Price" may be concurrent with the Contractor's price from his supplier(s), provided the Contractor can substantiate the necessity for such an adjustment, and that it is consistent with market conditions. Should the Contractor have legal access to more than one supplier, he shall be aggressive in his endeavor to obtain the lowest responsive and responsible supplier capable of providing products that meet or exceed the requirements of the contract.

18.5.2. The Contractor shall promptly notify the Purchasing/Contracts Administrator of the adjusted price, product involved, and the date of effect

18.5.3. In the event, price adjustments are inconsistent with market conditions, and in the opinion of the Purchasing/Contracts Administrator, the best interest of TMWA, and its joiners, would be served by a re-bid to the competitive market, TMWA reserves the right to waive the notification requirements of this agreement and terminate the contract without regard to the thirty (30) day written notice. The method necessary for such notice of termination shall be at the discretion of the Purchasing/Contracts Administrator.

19. **PAYMENTS:**

19.1. TMWA, and its joiners, agree to provide payment in a timely fashion, to the successful bidder, when the terms and conditions of the bid and specifications have been completed and fulfilled on the part of the bidder, to the satisfaction of TMWA, or its joiners, of the bid price as presented by a complete and descriptive invoice.

19.2. Prompt payment discounts shall be included in bid evaluation **ONLY** if discount period offered is fifteen (15) or more days.

19.3. Discount period will be computed from the date of completed delivery/performance or from the date the correct invoice is received by the appropriate TMWA department/division accounts payable clerk, whichever is the later date. Payment is deemed to be made on the date payment is mailed to the Awardee.

20. **DEFAULT OF CONTRACT**

20.1. In case of default by the contractor (successful bidder), TMWA may procure the product(s) or service(s) from other sources and hold the contractor responsible for any excess cost occasioned thereby.

20.2. If necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment shall be made at a proper adjustment in price.

20.3. Default by the bidder, in any manner, including failure or refusal to furnish any product(s) and or service(s) at the price and/or within the time specified in the bid, may be considered cause to commence with proceedings against any surety held with the bid, assess a penalty equal to five percent (5%) of the total bid price.

21. **LIQUIDATED DAMAGES:**

21.1. Availability or payment of liquidated damages shall not preclude TMWA, or any of its joiners, from claiming and collecting damages on account of delay, price changes, loss of other contracts, loss of income, inability of TMWA, or its joiners, to fulfill other damages direct or consequential arising out of the failure of the bidder to perform under the terms, conditions and requirements of the bid documents.

22. **ARBITRATION:**

22.1. Any litigation arising out of this Agreement shall be governed by the Nevada Short Trial Rules as adopted by the Nevada Supreme Court Rules.

23. **TERMINATION:**

23.1. Upon thirty (30) calendar days written notice, with or without cause, either TMWA or the Awardee, may terminate this contract.

**24. INSURANCE.**

**24.1 By Contractor.** Unless expressly waived in writing by TMWA, Contractor, as an independent contractor and not an employee of TMWA, must obtain and maintain policies of insurance in amounts specified in this Section 11 and pay all taxes and fees incident hereunto. TMWA shall have no liability except as specified in this Agreement. Contractor shall, at Contractor's sole expense, procure, maintain and keep in force the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by TMWA, the required insurance shall be in effect prior to the commencement of work by Contractor.

**24.2 Form of Coverage.** Any insurance or self-insurance available to TMWA shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by TMWA, Contractor shall provide TMWA with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Agreement, an insurer or surety shall fail to comply with the requirements of this Agreement, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify TMWA and immediately replace such insurance or bond with an insurer meeting the requirements.

**24.2.1. Additional Insured:** By endorsement to all liability policies, except Worker's Compensation and Professional Liability, evidenced by Contractor, TMWA, its officers, employees and immune Contractors as defined in NRS 41.0307, if any, shall be named as additional insureds for all liability arising from the Agreement.

**24.2.2. Waiver of Subrogation:** Each liability insurance policy shall provide that the insurance company waives all right of recovery by way of subrogation against TMWA, its officers, employees and immune contractors in connection with damage covered by any policy.

**24.2.3. Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by TMWA. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by TMWA.

**24.2.4. Approved Insurer:** Each insurance policy shall be (i) issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to TMWA and having agents in Nevada upon whom service of process may be made, and (ii) currently rated by A.M. Best as "A-VII" or better.

**24.3 Policies Required.**

**24.3.1 Workers' Compensation and Employer's Liability Insurance.** Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

**24.3.2 Commercial General Liability Insurance.** Contractor shall procure and maintain, during the term of this Agreement, occurrence comprehensive general liability insurance for limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damages, per occurrence, Two Million Dollars (\$2,000,000) products and completed operations aggregate, and Two Million Dollars (\$2,000,000) general aggregate. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**24.3.3 Business Automobile Liability Insurance.** Contractor shall procure and maintain, during the term of this Agreement, business automobile liability insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. Coverage shall be for "any auto", including owned, non-owned and hired vehicles.

**24.4 Evidence of Insurance.** Prior to the start of any Work, Contractor must provide the following documents to:

TMWA, Attention: Purchasing & Contracts, P.O. Box 30013, Reno, NV 89520-3013;  
City of Sparks, Attention: Contracts and Rick Mgmt., P.O. Box 857, Sparks, NV 89432  
Washoe County School District, 14101 Old Virginia Road, Reno, NV 89512  
Washoe County Purchasing, PO Box 11130, Reno, NV 89520

**24.4.1 Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to TMWA to evidence the insurance policies and coverage required of Contractor.

**24.4.2 Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to TMWA, by attachment to the Certificate of Insurance, to evidence the endorsement of TMWA as additional insured.

**24.4.3 Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to TMWA, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.

Compliance with the insurance requirements of this Agreement shall not limit the liability of

Contractor or its sub-contractors, employees or agents to TMWA or others, and shall be in addition to and not in lieu of any other remedy available to TMWA under this Agreement or otherwise. TMWA reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

# Technical Specifications

Doc. No. 4001  
(June 12, 2012)

1. **GENERAL:**

**DELIVERY, INSPECTION, ACCEPTANCE, TITLE, RISK OF LOSS:**

Vendor agrees to deliver the goods as indicated in the Contract, and upon acceptance by TMWA and/or the Joining Agency, title to the goods shall pass to TMWA and/or the Joining Agency . TMWA and/or the Joining Agency shall have the right to inspect the goods on arrival and, within a commercially reasonable time, TMWA and/or the Joining Agency must give notice to Vendor of any claim or damages on account of condition, quality, or grade of the goods, and TMWA and/or the Joining Agency must specify the basis of the claim in detail. Acceptance of the goods described in this Contract is not a waiver of UCC revocation of acceptance rights or of any right of action that the City may have for breach of warranty or any other cause. Unless otherwise stated above, risk of loss from any casualty, regardless of the cause, shall be on Vendor until the goods have been accepted and title has passed to TMWA and/or the Joining Agency. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

**NO ARRIVAL, NO SALE:** The Contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by Vendor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for ejection. TMWA and/or the Joining Agency may treat any deterioration of the goods as entitling TMWA and/or the Joining Agency to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the Contract.

End of Document

# Proposal Summary

(June 12, 2012)

**BID #** 1213-004

**BID TITLE:** Liquid Petroleum Gas

**CASH DISCOUNT** of \_\_\_ % may be taken in addition to the price(s) stated for the terms of \_\_\_ days.

**SUMMARY**

**INSTRUCTIONS:** Price your proposal based on the following format. If additional space is required, attach a supplemental page to this form. Incomplete proposals not containing all the requested information may be rejected at the option of the Owner. TMWA reserves the right to award this Contract on the bases of what is most advantageous to TMWA and the Joining Agencies. TMWA may award the bid to multiple bidders. Agencies other than those expressing interest in this bid at this time, may contact the successful bidder to join at a later date in accordance with NRS 332.

LIQUID PETROLEUM GAS COVERED IN THIS BID MUST CONFORM TO ALL FEDERAL, STATE, COUNTY AND CITY REGULATIONS AS RELATED TO POLLUTION CONTROL.

ALTERNATE PROPOSAL OPTION: The successful bidder will offer a 0 cent(s) per gallon discount to those entities that may own their LPG Tanks and not require the usage of a Bidder's LPG Tank. TMWA and the Joining Agencies reserve the right and privilege to accept or reject any or all bids or parts thereof, based solely on the judgment of representatives of the TMWA and/or the Joining Agencies.

TMWA and the Joining Agencies will not pay extra charges for convenience deliveries made by the vendor. Hazmat Surcharge and Fuel Recovery Fees will not be accepted. Bobtails may be utilized for delivery at the option of the bidder.

	Capacity\ estimated use	Location -- special instructions	Address	Price Per Gallon
<b>City of Sparks</b>				
<b>Billing and Delivery to 8500 Clean Water Way address below</b>				
1	15,340 used last year	TMWRF, Bulk quantity Purchases No Less than a transport load -- usually has 400 -- 1900 gallons delivered at a time. The two tanks are owned and are 1000 gallon tanks.	8500 Clean Water Way, Reno, NV	.91 CPG
<b>Washoe County</b>				

Capacity\ estimated use	Location -- special instructions	Address	Price Per Gallon
<b>Billing: Washoe County Comptroller, PO Box 11130, Reno, NV 89521 with a copy sent addressed to the Ordering Department at PO Box 11130, Reno, NV 89521</b>			
<b>Requires MSDS Sheets at the beginning of the contract and every six months.</b>			
<b>Tank Capacity is listed here / Washoe County will notify the bidder which tanks have keep full requirements after contract award and which tanks are owned or rented.</b>			
250	Bartley Ranch Park	1855 Del Monte Lane	.91
500	Bowers Mansion	4005 Old Highway 395	.91
288	Bowers Park -- Maint	3905 Old Highway 395	.91
500	Cold Springs Park	3375 White Lake Pkwy	.91
172	Davis Creek Park	25 Davis Creek - East RR's	.91
155	Davis Creek Park	25 Davis Creek -- Office	.91
288	Davis Creek Park	25 Davis Creek -- Showers	.91
172	Davis Creek Park	25 Davis Creek - West RR's	.91
250	Davis Creek Park	25 Davis Creek - Prk Housing	.91
288	Galena Camp	18350 Mt Rose Hwy - RR's	.91
1,000	Galena Camp	18350 Mt Rose Hwy - Bldgs	.91
500	Galena Creek	18350 Mt Rose Hwy - Stone	.91
	Galena Creek	18350 Mt Rose Hwy - Marylyn Pond	.91
575	No Valleys Reg Park	8085 Silver Lake Blvd	.91
575	Rifle Range	21555 Pyramid Lk Hwy	.91
1,150	So Valleys Reg Park	15650 Wedge Parkway	.91
1,000	Vya	Roads Maint Shop	NO BID
		18100 Mt Rose Hwy -- Ranger House	.91
250	Galena Creek	18100 Mt Rose Hwy -- Shop	.91
250	Galena Creek	18100 Mt Rose Hwy -- Shop	.91
130	RSR- Mus- GBA	1595 No Sierra St -- Discovery	.91
1,150	Gerlach - Roads Maint	Del Ora & Fir	NO BID
250	Ger - Sheriff Residence	330 W Sunset	NO BID
288	Ger -- Courthouse	330 W Sunset	NO BID
250	Ger - Senior Center	385 E Sunset	NO BID
288	SFPD Headquarters	3905 Old 395, Washoe Valley, NV 89701	.91
250	SFPD Station 30	3905 Highway 395, Washoe Valley, NV 89706	.91
499	SFPD Station 30	3905 Highway 395, Washoe Valley, NV 89706	.91
250	SFPD Station 35	100 South Garson Road, Verdi, NV 89439	.91
500	SFPD Station 35	100 South Garson Road, Verdi, NV 89439	.91
250	SFPD Station 38	16255 Mt. Rose Highway, Reno, NV 89511	.91
500	SFPD Station 38	16255 Mt. Rose Highway, Reno, NV	.91

Capacity/ estimated use	Location – special instructions	Address	Price Per Gallon
		89511	
500	Cold Springs VFD	250 South Avenue, Reno, NV 89506	.91
250	Galena VFD	16133 Mt. Rose Highway, Reno, NV 89511	.91
250	Peavine VFD	110055 Longview Lane, Reno, NV 89506	.91
325	Redrock VFD	16180 Red Rock Road, Reno, NV 89508	.91
495	Gerlach VFD	420 Cottonwood, Gerlach, NV 89412	No Bid
<b>Washoe County School District (Keep Full – Heating)</b> <b>Billing: Business Office, 425 East Ninth Street, Reno, NV 89512</b> <b>All tanks are owned by the District</b> <b>Estimates are from what was utilized last fiscal year</b>			
1809.70	Getto Transportation Center, GroundsKeeper Bldg.	1850 Kleppe, Sparks, NV 89434	.91
1937.40	Marvin Picollo School	900 Foothill Road, Reno, NV 89511	.91
1849.40	McQueen High School	6055 Lancer St. Reno	.91
10,951	North Valley Trans. Shop Maintenance	330 Doubleback Road, Reno, NV 89506	.91
22,336.70	Pleasant Valley Elementary School	405 Surrey Drive, Reno, NV 89521	.91
2,118.80	Reno High B-Ball Stadium	395 Booth Street, Reno, NV 89509	.91
1,228.10	Reno High Tennis Courts	395 Booth Street, Reno, NV 89509	.91
4,287.60	Wadsworth High School – Gymnasium	Old School Rd., Wadsworth	.91
<b>Truckee Meadows Water Authority</b> <b>Estimate is what was used last year</b> <b>TMWA rents a tank</b> <b>Billing Address: PO Box 30013, Reno, NV 89520-3013</b>			
1237.9	Hunter Creek Reservoir	4900 Ross Drive, Reno, NV 89509	.91

Pursuant to regulatory requirements, successful bidder may be required to provide rental tanks at various locations, for joinder agencies, not currently utilizing their brand. Please note rental costs for various size tanks as noted (if applicable).

Tank Size (Gallons)	Price Per Year	Tank Size (Gallons)	Price Per Year
100		500	0
120		550	0
172		575	0
288		800	0
350		1000	0
499		1150	0

Price per Gallon of smaller purchases of 1pg if obtained at your facility: \$ 0.91


A list of facility locations can also be attached to this bid.

Facility Location(s):

7757 NORTH VIRGINIA ST.

RENO, NV. 89506

<b>BIDDER INFORMATION</b>	
Company Name	FERRELL GAS
Address	7757 NORTH VIRGINIA ST.
City	RENO.
State / Zip Code	NV. 89506
Complete Telephone Number	775-331-1317
Complete Fax Number	775-331-4141
<b>LICENSING INFORMATION</b>	
Business License Number	060129
Date Issued	12-1-11
Date of Expiration	9-1-12
Name of Licensee	FERRELL GAS
Address of Licensee	7757 NORTH VIRGINIA ST.
Address of Licensee	
City, State, Zip Code of Licensee	RENO, NV. 89506
Telephone Number of Licensee	775-331-1317
Taxpayer Identification Number	1002082749
<b>DISCLOSURE OF PRINCIPALS:</b>	
<b>Individual and/or Partnership</b>	
<b>Owner 1) Name</b>	
Address	
City, State, Zip Code	
Telephone Number	
<b>Owner 2) Name</b>	
Address	
City, State, Zip Code	
Telephone Number	
<b>Other 1) Title</b>	
Name	
<b>Other 2) Title</b>	
Name	
<b>Corporation</b>	
State in which Company is Incorporated	KANSAS
Date Incorporated	1994
Name of Corporation	FERRELL GAS PARTNERS
Address	ONE LIBERTY PLAZA
City, State, Zip Code	LIBERTY MO.
Telephone Number	816-792-1600
President's Name	STEVEN WAMPOLD
Vice-President's Name	RYAN VAN WANKLE
<b>Other 1) Title</b>	
<b>Other 2) Title</b>	

ACKNOWLEDGEMENT AND EXECUTION	
STATE OF NEVADA	)
	) SS
	)
<p><u>JAY READ.</u> states under penalty of perjury that he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described product(s) or service(s) is to be provided by; that he/she has read the foregoing Documents and understands the terms, conditions, and requirements thereof;</p>	
<b>BIDER INFORMATION:</b>	
Printed Name of Bidder	<u>JAY READ</u>
Title	<u>ACCOUNT MANAGER</u>
Firm	<u>FERRELLUS</u>
Address	<u>7757 NORTH VIRGINIA ST.</u>
City, State, & Zip Code	<u>RENO, NV. 89506</u>
Telephone Number	<u>775-331-1713</u>
e-mail address	<u>JAYREAD@FERRELLUS.COM</u>
Signature of Bidder	<u>Jay Read</u>
Dated this	<u>22<sup>nd</sup></u> day of <u>JUNE</u> , 2012
<b>ATTEST:</b>	
On this <u>22</u> day of <u>June</u> , in the year 2012, before me, <del>Michelle Read</del> <u>Michelle Read</u> / Notary Public, personally appeared <u>Jay Read</u> personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it.	
WITNESS my hand and official seal.	
<u>Michelle K. Read</u>	L.S.
Notary's Signature	
My Commission Expires: <u>5/1/2015</u>	
	

END OF DOCUMENT