



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**ANC5483**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JOHN ABBOTT**  
**304-558-2544**

VENDOR

\*709022429 02  
 AMERIGAS PROPANE LP  
 2522 RIDGEFIELD ST NE  
 ROANOKE VA 24012

SHIP TO

ANTHONY CORRECTIONAL CENTER  
 BOX N-1, HC 70  
 ROUTE 92 (NEOLA)  
 WHITE SULPHUR SPRINGS, WV  
 24986 304-536-4151

DATE PRINTED <b>01/21/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>02/04/2010</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-03	\$1.34	\$120,600
LIQUID PROPANE GAS (LPG)  OPEN-END CONTRACT TO PROVIDE LIQUID PROPANE GAS (LPG) DELIVERED TO THE ANTHONY CORRECTIONAL CENTER, WHITE SULPHUR SPRINGS, WV, PER THE SPECIFICATIONS.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON ..... AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.  UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.  RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.  5 cents per gal above our laid in cost.						

RECEIVED

2010 FEB -2 A 9:55

PURCHASING DIVISION  
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales	23-2787917	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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01/21/2010				

BID OPENING DATE: 02/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>CANCELLATION:</b> THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p><b>OPEN MARKET CLAUSE:</b> THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p><b>QUANTITIES:</b> QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p><b>ORDERING PROCEDURE:</b> SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p><b>BANKRUPTCY:</b> IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	304 645-4104	2/1/10
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales	23-2789917	

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**304-558-2544**

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 \*709022429 02  
**AMERIGAS PROPANE LP**  
**2522 RIDGEFIELD ST NE**  
  
**ROANOKE VA 24012**

**SHIP TO**  
**ANTHONY CORRECTIONAL CENTER**  
**BOX N-1, HC 70**  
  
**ROUTE 92 (NEOLA)**  
**WHITE SULPHUR SPRINGS, WV**  
**24986 304-536-4151**

DATE PRINTED <b>01/21/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **02/04/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	<b>304 645-4104</b>	<b>2/1/10</b>
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
<b>Sales</b>	<b>23-2787917</b>	

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## **ANC5483 – Liquid Propane Gas (LPG)**

### **SPECIFICATIONS**

#### **GENERAL INFORMATION**

The West Virginia Department of Corrections (hereafter Agency) is soliciting quotations to establish an open end contract for the purchase and delivery of Liquid Propane gas (LPG) for consumption at the Anthony Correctional Center.

The Anthony Correctional Center is located at HC 70 Box N-1, Rt 92 North, White Sulphur Springs, West Virginia. The facility has (1), owned 18,000 gallons tank for the storage of Liquid Propane Gas. The gas is primarily used for cooking and heating of the facility.

#### **QUALITY OF PRODUCT**

The Agency reserves the right to require prospective Vendors to provide proof of the quality of product, both during the bid evaluation process, and at any time during the life of the contract. Such proof may include the identity and location of the refiner producing the fuel and the exact specifications/content of the fuel.

Vendors must be an established Refiner, Distributor or Dealer, and must satisfactorily prove to the Agency that adequate facilities and/or equipment are available to perform all the requirements of this contract. References may be required.

In the event any adulterated or substandard fuel is delivered, all costs associated with emptying and cleaning the Agency's tank(s) will be the responsibility of the vendor.

#### **DELIVERY**

All costs associated with delivery must be reflected within the below section(s) entitled "Pricing".

Direct drop-shipments will be accepted in order to obtain the best value pricing available.

If an order is placed by the Agency personnel, delivery must be made within 48 hours of the time when the order is placed. Agency orders will be placed by telephone or FAX. It is the intent of the Agency that "manual" orders of this type be the exception, and will only be used in other than normal circumstances (see "automatic fill" below).

Prospective Vendors must be willing and able to place the facility served by this contract on an “automatic fill” program. For the purpose of this contract the term automatic fill means the Vendor will monitor fuel consumption at the facility in order to establish a consumption record for the facility. Having established this track record the vendor will replenish the facility’s fuel tank(s) automatically without an order being placed by Agency personnel. The object of this program is to eliminate the need for Agency personnel to monitor fuel levels and place orders, while at the same time not running the risk of being without fuel.

Delivery documents must be presented to Agency personnel when fuel is unloaded. The documents must be signed by an Agency employee after unloading and verification of quantity received is made.

The Vendor will not be held liable in damages for the delay of shipment or failure to deliver caused by fire, flood, Act of God, Acts of Government or by any other circumstances which in the opinion of the Agency are beyond the control of the Vendor. The Agency may, in its discretion purchase the product on the open market until such time as products becomes available from the vendor.

### **TAXES**

The agency of the State of West Virginia is exempt from West Virginia consumer Sales Tax. (0.0485). The State of West Virginia does not charge State Excise Tax on LPG. All invoices are to be submitted for payment “Net” of taxes.

### **PRICING**

Vendors must bid a firm fixed mark-up price per gallon on fuel (inclusive of all delivery costs) with product prices tied to the Oil Price Information Service publication “Rack Fax”. The Vendor is to bid only a firm fixed mark-up for business profit and expenses in supplying the product to the Agency. Product cost shall be the LP Spot Weekly Average (TEPPCO) for Texaco at Greensburg, Pennsylvania as published for the week preceding delivery. (Oil Price Information Service, as published by United Communications Group, 11300 Rockville, Pike, Suite 1100, Rockville, Maryland 20852 (telephone 800-929-4824)). **Vendors shall be required to submit proof of cost in conjunction with the submissions of invoices.**

### **BID EVALUATION AWARD**

For the purpose of bid evaluation, the above specified price of Liquid Propane Gas reported in the OPIS publication for the week preceding the opening of this bid will be used. Pricing will be calculated pursuant to the formula set forth under “Pricing”

ANC5483 LPG Bid Form				
Description	* Estimated Annual Usage	**Unit Price	** % Mark-up	Total
Liquid Propane Gas (LPG)	90,000 Gal	\$ 1.34	5 cents	\$120,600
Failure to use this form may result in disqualification			per gallon	
Bidder / Vendor Information:				
above LIC				
Name:	AmeriGas			
Address:	413 Greenbiar Valley Mall Dr.			
	Suite #1			
Phone# :	Lewisburg WV 24901			
Email Address:	304 645-4104			
Contract Coordinator Information:				
Name:	Michael Cline			
Address:	2522 Rdigefield St.			
	Roanoke Va. 24012			
Phone# :	540 362-0286			
Email Address:	michael.cline@amerigas.com			
* Estimated Order Quantities are for bidding purposes only - more or less may & can be purchased				
** Published rate + % Mark-Up, per the requirements in the specifications				

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37 (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- \_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- \_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- XX \_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- \_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- \_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- \_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: AmeriGas Signed: \_\_\_\_\_

Date: 2/1/10 Title: Sales

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.



RFQ No. ANC5483

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, Limited Liability Company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: AmeriGas

Authorized Signature: *[Signature]* Date: 2/1/10

State of Va.

County of Roanoke, to-wit:

Taken, subscribed, and sworn to before me this 1 day of February, 2010

My Commission expired 8/31/2010, 2010.

AFFIX SEAL HERE

NOTARY PUBLIC

*[Signature]*

