



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
RJC692

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 32
 304-558-2544

RFQ COPY

TYPE NAME/ADDRESS HERE

*Egdon Farm Service
 P.O. Box 98
 Egdon WV 26716*

REG'L JAIL & CORR'L AUTH'Y
 POTOMAC HIGHLANDS REG'L JAIL

ROUTE 50
 AUGUSTA, WV
 26704

304-558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/09/2010	30 Days	as needed	delivered	M/A

BID OPENING DATE:	BID OPENING TIME
09/22/2010	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-03	1.51821	
LIQUID PROPANE OPEN-END CONTRACT TO PROVIDE LIQUID PROPANE GAS (LPG) TO THE POTOMAC HIGHLANDS REGIONAL JAIL AS DESCRIBED IN THE ATTACHED 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						

21.09.2010 10:01
 WV PURCHASING DIV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Maureen F Bump* TELEPHONE: *304-374-2641* DATE: *9-20-10*

TITLE: *PRESIDENT* FEIN: *550686394* ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UQP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>(1) YEAR PERIODS.</p> <p>CANCELLATION: 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>OPEN MARKET CLAUSE: 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>QUANTITIES: 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>ORDERING PROCEDURE: 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>BANKRUPTCY: 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 <i>Manuel A. Buep</i>	TELEPHONE <i>304-374-2691</i>	DATE <i>9-20-10</i>
TITLE <i>Purchasing</i>	FEIN <i>550686394</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

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, Acts of God, Acts of government or by any other circumstances in 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 product becomes available from the Vendor.

Taxes:

The West Virginia Regional Jail Authority, as an agency of the State of West Virginia, is exempt from West Virginia Consumer Sales Tax. 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:

The vendor must bid a "Firm Fixed Mark-Up Price" per gallon on fuel (inclusive of all deliver costs) with product prices tied to the OPIS publication "Rack Reports" (via fax or web). 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) at Greensburg, Pennsylvania as published for the week preceding delivery.

Invoicing:

Vendor shall invoice the Agency their "Firm Fixed Mark-Up Bid Price" plus the Oil Price Information Services (OPIS) weekly newsletter published price for the week preceding delivery. OPIS, as published by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, Maryland 20852 (telephone: 800-929-4824).

Vendor shall be required to submit proof of cost in conjunction with the submission of invoices. A copy of the page(s) showing the date and the cost will be acceptable.

Agency Points of Contact:

Maintenance Personnel or Fiscal Clerk
Potomac Highland Regional Jail
13 Dolan Drive,
Augusta, West Virginia 26704
Phone: (304) 496-7854
Fax: (304) 496-7591

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".

Failure to use the attached bid form may result in disqualification of bid.

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 owed 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 exceeds 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: Bruceton Farm Service Inc

Authorized Signature: Marlene F Popish Pres. Date: 9-20-10

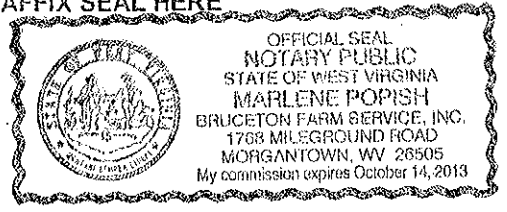
State of West Virginia

County of Monongalia, to-wit:

Taken, subscribed, and sworn to before me this 20th day of September, 2010.

My Commission expires October 14, 2013.

AFFIX SEAL HERE



NOTARY PUBLIC Marlene Popish