



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  
 DNR210202

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 FRANK WHITTAKER  
 804-558-2316

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

DIVISION OF NATURAL RESOURCES  
 BLACKWATER FALLS STATE PARK  
 ATTN: PARK SUPERINTENDENT  
 DRAWER 490  
 DAVIS, WV  
 26260 259-5216

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED MANDATORY PRE-BID SIGN IN SHEET, TECHNICAL QUESTIONS & ANSWERS AND THE MAP OF TANK INSTALLATIONS THAT WAS DISTRIBUTED AT THE MANDATORY PRE-BID MEETING.						
BID OPENING DATE AND TIME HAVE NOT CHANGED.						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		405-13		
PROPANE						
***** THIS IS THE END OF RFQ DNR210202 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

**GENERAL TERMS & CONDITIONS**  
**REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: DNR210202

Date:

Tuesday, August 24, 2010

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	<u>Suburban Propane</u>
Firm Address:	<u>342 Garrett Hwy Oakland MO 64550</u>
Representative Attending:	<u>Jen Wolterman + Terry Rex</u>
Phone Number:	<u>301-334-8434</u>
Fax Number:	<u>301-334-5315</u>
Email Address:	<u>JWolterman@Suburbanpropane.com</u>

Firm Name:	<u>Eglen Farm Service Inc</u>
Firm Address:	<u>PO Box 98 Eglen WV 26726</u>
Representative Attending:	<u>Charles H. Mayers</u>
Phone Number:	<u>304-379-2641</u>
Fax Number:	<u>304-379-2645</u>
Email Address:	<u>Charles.Mayers@SScoop.com</u>

Firm Name:	<u>Argos Mid America</u>
Firm Address:	<u>479 Rt 131 Shannon, WV</u>
Representative Attending:	<u>Wayne Fleak</u>
Phone Number:	<u>304-485-6353</u>
Fax Number:	<u>304-485-6355</u>
Email Address:	<u>wayne.fleak@argos.com</u>

Firm Name:	<u>Southern States Oakland Cooperative Inc.</u>
Firm Address:	<u>1862 Maryland Hwy. Mtn. Lake Park, MD 21550</u>
Representative Attending:	<u>Thomas Hart &amp; Suenelle Pomeroy</u>
Phone Number:	<u>301-334-3121</u>
Fax Number:	<u>301-334-6090</u>
Email Address:	<u>tom.hart@SSCOOP.COM</u>

Firm Name:	<u>Southern States Elkias</u>
Firm Address:	<u>1200 S Davis Ave Elkias WV 26241</u>
Representative Attending:	<u>Rick Yokum</u>
Phone Number:	<u>304-636-4144</u>
Fax Number:	<u>304-637-2459</u>
Email Address:	<u>Rick.Yokum@SSCOOP.COM</u>

Firm Name:	<u>Appalachian Heating + Propane</u>
Firm Address:	<u>Box 770 Bradley, WV 25818</u>
Representative Attending:	<u>DAN AREAS</u>
Phone Number:	<u>304-877-5566</u>
Fax Number:	<u>304-877-5376</u>
Email Address:	<u>DAN@SSRAPPHEAT.COM</u>

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SIGN IN SHEET

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Firm Name:	<u>Americas Propane</u>
Firm Address:	<u>Tunnetton Rd. PO Box 216 Kingwood, WV. 26537</u>
Representative Attending:	<u>Lee Ann Smith</u>
Phone Number:	<u>304-329-0872 ext 704 5574876</u>
Fax Number:	<u>304-329-3907</u>
Email Address:	<u>LeeAnnSmith@Americas.com LeeAnn1997@netscop.net</u>

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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Phone Number:	
Fax Number:	
Email Address:	

DNR 210202

**Mandatory Pre-bid Conference  
Blackwater Falls State Park  
August 24, 2010**

**Q.** The RFQ states on page 9, under Billing and Payment that the meter reading of each tank before and after each filling. Tanks do not have meters, but percentage gauges. Does the state want only the percentages off the tank gauges?

**A.** The buyer will answer for certain, but it is assumed that the itemized meter readings from the delivery vehicle is the requirement.

**Q.** Delivery system. Is the vendor required to go to the structure, or just from the tank?

**A.** Up to the structure. The RFQ states everything on the exterior will be vendor responsibility.

**Q.** Renewal. How long is the contract, 2 years?

**A.** One year, with an option to renew at the mutual written agreement of both parties, explained on pages 2 and 3 of the RFQ, up to 2 times. That would be three years possible.

**Q.** What are the access times on the park to fill tanks?

**A.** Emergencies are 24/7, 365 days a year. Normal operations are 8AM to 10 PM, 7 days a week.

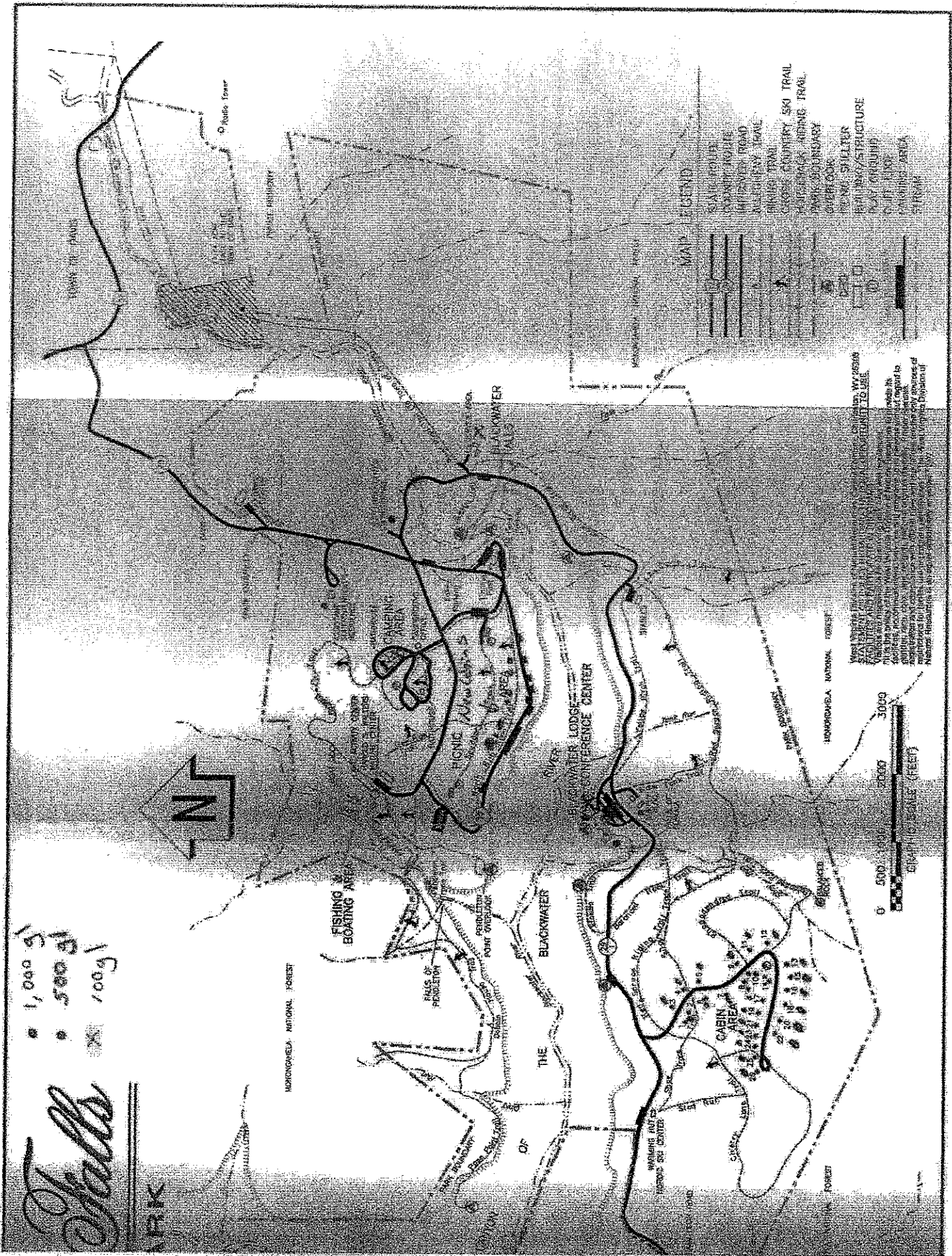
**Q.** What is the history of usage?

**A.** Refer to the Buyer for specifics. The estimated 47,000 gallons is based on 2009 actual usage.

**Q.** What is size of your regulators and BTU demand for all structures?

**A.** It will be up to the vendor to determine proper regulator size, in accordance with all regulatory authorities. BTU requirements can be provided at a later time by looking at each individual structure with the vendor.

end of document



Shells  
 1,000'  
 500'  
 100'

Blackwater Falls State Park  
PO Drawer 490  
Davis, WV 26260

**Owner's Line of Contract Administration Authority**

Rob Gilligan, Park Superintendent  
Telephone: (304)259-5216  
Fax: (304)259-5881  
email: [robertgilligan@wvdnr.gov](mailto:robertgilligan@wvdnr.gov)

Scott Fortney, Assistant Superintendent  
Telephone: (304)259-5216  
Fax: (304)259-5881  
email: [scottfortney@wvdnr.gov](mailto:scottfortney@wvdnr.gov)

Willis Crossland, Maintenance Coordinator  
Telephone: (304)259-5216  
Fax: (304)259-5881