



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

# Solicitation

NUMBER
ANC6000

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
TARA LYLE 304-558-2544

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

DATE PRINTED
03/27/2013

BID OPENING DATE: 04/10/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1 SEE ATTACHED PAGES. END OF ADDENDUM NO. 1						
0001	1	LS		405-63		
LIQUID PROPANE GAS						
***** THIS IS THE END OF RFQ ANC6000 *****						TOTAL: _____

SIGNATURE		TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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

**SOLICITATION NUMBER: ANC6000**  
**Addendum Number: 1**

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The purpose of this addendum is to modify the solicitation identified as ANC6000 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

**Description of Modification to Solicitation:**

To include the specifications. Question deadline remains at 5:00 pm on April 4, 2013. The bid opening is scheduled for April 10, 2013 at 1:30 pm.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
[ANC6000] [Liquid Propane Gas]

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SPECIFICATIONS

**1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of Division of Corrections, Anthony Correctional Center to establish an open-end contract for the purchase and delivery of Liquid Propane Gas (LPG) for consumption at the Anthony Correctional Center.

**1.1** Anthony Correctional Center is located in Neola, West Virginia on Rt. 92 in Greenbrier County, 15 miles north of White Sulphur Springs. With the physical U.S. postal address of Box N-1, HC70, White Sulphur Springs, 24986.

**1.2** The facility owns one (1) 18,000 gallons tank for the storage of Liquid Propane Gas.

**1.3** The Liquid Propane Gas is primarily used for cooking and heating of the facility.

**2. DEFINITIONS:**

**2.1 "Highest Quality Propane"** is considered propane regardless of the grade. There are three grades of propane processed or refined in the United States. Each of the three grades, **HD-5, HD-10, and Commercial Propane** differ in propane consistency.

**2.2 HD-5** grade Propane is the highest grade propane available to consumers. It is propane suitable and recommended for engine fuel use. HD-5 specifications consist of:

- **Minimum of 90% propane**
- **Maximum of 5% propylene**
- **Other gases constitute the remainder (iso-butane, butane, methane, etc)**

**2.3** The Agency will only accept HD-5 grade propane.

**2.4** HD-10 propane is one grade below HD-5 and allows up to 10% propylene in the propane/propylene mixture. HD-10 can possibly create problems in some engines and vehicle applications.

**2.5** Commercial Grade Propane, although commercial grade propane can be used in a manner similar to that of HD-10 propane it is not used in vehicle applications, but primarily used in Refineries.

**2.6** Vendor to provide HD-5 Grade Propane and supply proof of propane grade as specified by the Refinery, prior to contract award and upon agency request any time during the life of the contract.

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[ANC6000] [Liquid Propane Gas]

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2.7 Automatic Fill, as used herein means the Vendor shall monitor fuel consumption at the facility in order to establish a consumption record for the facility.

2.8 **"Pricing Page"** as stated herein shall mean the pages upon which Vendor should list its proposed price for the Contract Services. The Pricing Page is attached hereto as **Exhibit A**.

2.9 **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as ANC6000.

**3 QUALIFICATIONS:** Vendor shall have the following minimum qualifications:

3.1 Vendor must be a licensed Refiner, Distributor or Dealer.

3.2 Vendor shall submit references on working with **vaporizers**, and **bulk storage tanks**.

**4 GENERAL REQUIREMENTS:**

4.1 **Mandatory Contract Service Requirements:** Contract Items must meet or exceed the mandatory requirements as shown below.

4.2 Vendor shall provide proof of the quality of product prior to contract award and upon request by the agency at any time during the life of the contract. Such proof shall be propane grade as specified by the Refinery and in these specifications as HD-5.

4.3 Emergency response time for deliveries shall be one hour after vendor is notified.

4.4 Vendor must place the facility on an "automatic fill" program.

4.5 If propane is needed outside of automatic fill, orders placed by the Agency personnel, must be delivered within 48 hours of the time when the order is placed.

4.6 Agency orders shall be placed by telephone or fax. It is the intent of the Agency that "manual" orders of this type be the exception, and shall only be used in other than normal circumstances.

4.7 Vendor shall replenish the facility's fuel tank(s) automatically without an order being placed by the Agency personnel.

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- 4.8 The object of the automatic fill 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.
- 4.9 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.
- 4.10 Adulterated or substandard fuel means containing less than the minimum of 90% propane or more than the maximum of 5% propylene.

**5. CONTRACT AWARD:**

- 5.1 **Contract Award:** The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- 5.2 **Pricing Page:** Vendor shall complete the Pricing Pages by filling in the "Terminal Location", "OPIS Cost of Propane" "Fixed Markup" "Extended Cost" and "Total", including all delivery or other costs. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendors must bid a "Firm Fixed Mark-Up" per gallon on fuel. Vendor shall invoice Agency their "Firm Fixed Mark-Up" bid price plus the Oil Price Information Service (OPIS) weekly newsletter published price for the week preceding delivery. OPIS as published by United Communications Group, 1130 Rockville Pike, Suite 1100, Rockville, MD 20852. Vendors 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 cost will be acceptable.

**6. ORDERING AND PAYMENT:**

- a. **Ordering:** In accordance with Section 4 Subsections 4.7, 4.8, & 4.9 Vendor shall accept orders by telephone, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website.
- b. **Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

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[ANC6000] [Liquid Propane Gas]

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**7. DELIVERY AND RETURN:**

- a. **Delivery Time:** Vendor shall deliver standard orders in accordance with the automatic fill program.
- b. Vendor shall deliver emergency orders within one hour after orders are received.
- c. 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.
- d. **Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.
- e. **Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery.

**8. MISCELLANEOUS:**

- a. **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- b. **Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- c. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** \_\_\_\_\_  
**Telephone Number:** \_\_\_\_\_  
**Fax Number:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

**ANC6000**  
**Division of Corrections – Anthony Correctional Center**  
**Pricing Page – Exhibit A**

ITEM	LOCATION	TERMINAL LOCATION	ESTIMATED USAGE* (Annual)	OPIS COST OF PROPANE PER GALLON AS OF THE INDEX PRICE ON _____	FIRM FIXED MARKUP	EXTENDED COST
5.2	Neola, WV – Anthony Correctional Center		90,000 GALLONS		\$	
<b>TOTAL COST:</b>						<b>\$</b>

\*Estimated quantities are for bidding purposes only, more or less may be utilized by the agency.

Failure to use this form may result in disqualification of your bid.

**BIDDER / VENDOR INFORMATION:**

**VENDOR:**

\_\_\_\_\_

**Contact Person:**

\_\_\_\_\_

**ADDRESS:**

\_\_\_\_\_

\_\_\_\_\_

**PHONE:**

\_\_\_\_\_

**FAX No.:**

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**FEIN:**

\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_

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**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ANC6000**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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Company

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Authorized Signature

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Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.