



## Request for Quotation (RFQ) Q2017-00029 for LP Gas

### Specifications and Requirements

#### Purpose

The purpose of this solicitation is to establish a contract for the provision of LP Gas per the following specifications, terms and conditions. **This is an indefinite quantity contract with no guarantee on the quantity of product to be ordered or dollar volume.** Past annual purchases totaled approximately \$9,000. The County reserves the right to award contracts to multiple vendors if deemed in its best interest to do so.

The awarded vendor shall furnish all: labor, equipment, tools, transportation, fuel, hardware, software, and incidentals necessary for the proper delivery and dispensing of the product. The awarded vendor shall also supply tanks for County departments who do not own the tanks installed at their locations. See “Existing Tanks” section for further information.

The product supplied shall meet all applicable specifications of the State of Florida Department of Agriculture and Consumer Services, State of Florida Department of Transportation and the Federal government.

Pricing to be submitted in quotes includes: 1) a markup percentage that would be applied to the current rack/pipeline charge when an order is placed; and 2) a vendor administrative margin markup percentage. In addition to the markups, vendors are asked to submit pricing for new tanks (See paragraph titled “New Tanks” for further information; this does not include vendor-supplied tanks at the onset of the contract – see “Existing Tanks” paragraph.) Note: The electronic RFQ system pricing form requires a quantity be entered; therefore, quantities of one (1) each have been entered for all items - the RFQ pricing form will total the four items automatically, but for evaluation, the markups will be evaluated separately from the tank prices.

#### LP Gas Specification:

Propane Gas shall have the following properties and meet all current regulations, including ASTM D1835-82, 86, 87, 91, 97, and State of Florida and Federal regulations:

- Specific Gravity of Gas at 60° F 1.53
- Specific Gravity of Liquid at 60° F 0.511
- Boiling Point degrees F -44
- BTU per Gallon- 91,500
- BTU per Pound- 21,600
- BTU per Cu. Ft. 2,530
- Pounds per gallon 4.24
- Cu. Ft. of Gas per gallon of liquid 36.2
- Cu. Ft. of Gas per pound 8.5
- Vapor Pressure, PSI at 70° F 122
- Flammability Range in Air 2.4 to 9.5%

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### **Compliance with Federal Standards**

All items supplied under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

### **Term of Contract**

The initial term under this contract shall commence upon the date of the purchase order or related notice of award and shall remain in effect for twelve (12) months. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term.

### **Option to Renew**

The County shall have the option to renew this contract for two (2) additional one (1) year periods. The County may consider an adjustment to the then current "Handling/Transportation Fee Mark-up" and "Vendor Administrative Mark-up" price expressed in the contract based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI-U, US City average, all items (1982-84)= 100. **It is the vendor's responsibility to request in writing any pricing adjustment under this provision.** The vendor's written request should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor's request for adjustment must include documentation that clearly substantiates the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change, and except under the most exceptional circumstances, not in excess of 3%. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered. The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

### **Method of Award**

As the best interests of the County may require, the County reserves the right to award to multiple vendors, to reject any and all offers, or waive any minor irregularity or technicality in quotes received.

### **Delivery**

The Vendor shall make deliveries within forty-eight (48) hours after placement of the order by the County (except in emergency situations which shall be 24 hour response time). When tank capacity reaches 30%, an order will be placed by the County. All required delivery timeframes shall be adhered to by the Vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered.

Tanks shall be properly equipped to enable Vendor to safely deliver the product. The Vendor shall notify County of any situation deemed unsafe. A Vendor may refuse to deliver fuel to an unsafe site until the safety issue is resolved. The County shall be responsible for having proper equipment installed. The County shall work with the Vendor making a delivery to assure that the Vendor has proper accessibility to all tanks being fueled.

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**Delivery During Emergency/Hurricane/Disasters or Similar Events**

It is hereby made part of this contract that before, during, and after a public emergency, disaster or event, hurricane, flood or other acts of God, that Lake County shall require a “first priority” basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Vendor agrees to sell all goods and services to Lake County, as opposed to private citizen, on a first priority basis. The County reserves the right to request the vendor to top off its tanks, regardless of tank levels, in emergency situations. The County expects to pay contractual prices for the goods required during an emergency situation. The Vendor shall furnish an emergency contract and a twenty four (24) hour phone number to County representatives for use in the event of such an emergency. In emergency situations, the Vendor shall make deliveries within twenty-four (24) hours after placement of an order. Lake County Public Safety will provide an escort if necessary to ensure the vendor’s safety.

**Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the Vendor shall furnish all labor, materials, and equipment necessary for satisfactory contract performance. When not specifically identified in the specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County’s contact person/representative.

**Local Office Shall be Available**

The Vendor shall maintain an office within Central Florida, defined as within the geographic boundaries of Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, or Sumter counties. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

**Existing Tanks**

Some of the LP tanks currently installed are owned by the County; others were supplied by the current vendor. If the current vendor is not awarded a contract under this solicitation, the current vendor shall be responsible for removing its tanks within five business days of notice by the County. The new vendor would then have three business days to provide and install its tanks at no additional cost to the County. These tanks would become the property of Lake County during the duration of the contract. The County may request a purchase price for the tanks at the end of the contract; the decision whether or not to purchase would be solely made by the County.

**New Tanks**

If deemed necessary for County-owned tanks due to tank condition, the Vendor may be requested to provide and/or install new tanks on site. Please submit pricing for new tanks as an additional alternate item in the pricing form where noted. The County would request a quote for installation at the time a new tank was needed. The request for a new tank and/or installation would be strictly on an if-needed basis, for those tanks currently owned by the County, with no guarantee of volume or need. The County shall own any new tank(s) supplied by vendor under this provision. The County reserves the right to obtain installation quotes from other sources if the contracted vendor’s installation quote is deemed unreasonable.

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**Locations**

Locations currently serviced for LP gas are listed below. The County reserves the right to add or delete locations to be serviced under the contract. Contact persons for the locations will be given to the awarded vendor(s).

**Public Safety Radio Tower Sites with LP Gas fueled emergency generators (tanks are owned by County):**

<u>Location / Address</u>	<u>LP Tank Size (Gallons)</u>
Astatula Tower, 26312 CR 561, Astatula	1000
Astor Tower, 23025 SR 40, Astor	500
Buckhill Tower, 21923 South Buckhill Rd, Clermont	500
Groveland Tower, 12331 Dry Fork Rd, Groveland	1000
Lady Lake Tower, 1113 Teal Lane, Lady Lake	500
Minneola Tower, 18250 Scrub Jay Lane, Minneola	500
Orange Mtn Tower, 8325 North Bradshaw Rd, Clermont	500
Progress Energy Tower, 14237 SR 50, Clermont	500
Royal Trails Tower, 43320 Redlands Rd, Eustis	500
Sorrento Tower, 27020 CR 46A, Sorrento	500
Station 112 Tower, 16300 CR 474, Clermont	500
Station 13 Tower, 25316 CR 42, Paisley	1000
Mt Dora WWTP Tower, 1870 SR 46, Mt Dora	500
Tavares Water Tower, 316 N. Ingraham Ave, Tavares	1000
Umatilla SBA Tower, 19430 East Third St, Umatilla	500
Countywide Radio Shop, 20415 Independence Blvd., Groveland	500

**Other Sites (tanks are owned by current vendor):**

Traffic Operations Center, 28127 CR 561, Tavares	500
MA1, 2310 W. Griffin Road, Leesburg	500
MA2, 609 Disston Ave., Minneola	325
MA3, 19720 E. Fifth St, Umatilla	500
Road Operations Center, 12901 County Landfill Rd, Tavares	500

**Additional Facilities May be Added**

Although this solicitation and resultant contract identifies specific facilities and locations to be serviced, it is hereby agreed and understood that other facilities and/or locations may be added to this contract at the option of the County. Additional facilities and/or locations would be added to the current contract(s) by contract modification.

**Deletion of Facilities**

Although this solicitation identifies specific facilities and locations to be serviced, it is hereby agreed and understood that the County may delete service for any facility(ies) or location when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the Vendor.

**Termination of Contract for Default**

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein, including delivery timeframes (48 hours for regular deliveries; 24 hours for emergencies). The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest.