

## Propane Tank and Vaporizer Bid Specs.

### Overview:

The Department of Correction has declared the following property surplus, and according to state code the property it is being offered for sale via a public bid process:

Bid Lot	Quantity	Description
1	2	30,000 gallon, 131" horizontal, above-ground, liquefied propane storage tanks and associated piping and pressure regulators. The tanks and piping have been emptied of liquefied propane, but they may contain an unknown quantity of gaseous propane <ul style="list-style-type: none"><li>• Serial Number 122844 Manufactured 1996</li><li>• Serial Number 124405 manufactured 1999</li></ul>
2	2	Direct-fired propane vaporizers <ul style="list-style-type: none"><li>• Manufacturer and Model Number: Ransome RW350</li><li>• Years Built: One Vaporizer, 1996 and One Vaporizer, 2009</li></ul>

### Bidder Requirements:

1. The two storage tanks and the two direct-fired vaporizers are being offered for sale as two lots (see chart above); bids may submitted for the storage tanks (bid lot 1) and/or the direct-fire vaporizers (bid lot 2).
2. Bidders shall have the financial capacity, experience, and technical ability to safely disconnect, remove and transport the storage tanks or vaporizers while minimizing the discharge of propane to the atmosphere and according to rules, regulations and requirements promulgated by the Delaware State Fire Marshal.
3. The Delaware Office of Management and Budget shall have sole discretion to reject bids from entities that do not have the financial capacity, experience or technical ability to remove and transport the propane storage tanks or vaporizers, and to accomplish the scope of work specified herein.
4. The successful bidder or bidders may be required to apply for, and receive security clearance from the Delaware Department of Correction, Sussex Correctional Institution (SCI) for its personnel and contractor/subcontractor personnel prior to the removal of the tanks or vaporizers. If SCI security denies security clearance(s) and the bidder cannot provide substitute personnel or contractor/subcontractor personnel within a reasonable period of time who can obtain security clearance from SCI, the Office of Management and Budget may reject the bid and may award the lot to the next highest bidder who can obtain required security clearances.
5. Prior to the start of work, the successful bidder shall notify the State Fire Marshal and the Georgetown Volunteer Fire Company of its intent to remove the propane storage tanks and/or vaporizers.
6. Prior to the start if work, the successful bidder shall provide the Department of Correction with a written work plan including drawings, diagrams or pictures to describe how the bidder will accomplish the scope of work described herein. The Department of Correction shall review the

bidder's work plan and shall approve it as submitted or may require revisions prior to approval. If the successful bidder is unable to obtain approval of its work plan from the Department of Correction, which will not be unreasonably withheld, the Office of Management and Budget may reject the bid and may award the lot to the next highest bidder.

7. The successful bidder shall provide the Department of Correction with proof of insurance reflecting the following minimum coverage requirements:

<b>Bodily Injury</b>	<b>\$500,000</b> <b>\$1,000,000</b> <b>\$1,000,000</b>	<b>for each person</b> <b>for each occurrence</b> <b>aggregate</b>
<b>Property Damage</b>	<b>\$500,000</b> <b>\$1,000,000</b>	<b>for each occurrence</b> <b>aggregate</b>

**Contractor's Protective Liability Insurance**

<b>Bodily Injury</b>	<b>\$500,000</b> <b>\$1,000,000</b> <b>\$1,000,000</b>	<b>for each person</b> <b>for each occurrence</b> <b>aggregate</b>
<b>Property Damage</b>	<b>\$500,000</b> <b>\$500,000</b>	<b>for each occurrence</b> <b>aggregate</b>

**Automobile Liability Insurance**

<b>Bodily Injury</b>	<b>\$1,000,000</b> <b>\$1,000,000</b>	<b>for each person</b> <b>for each occurrence</b>
<b>Property Damage</b>	<b>\$500,000</b>	<b>per accident</b>

8. Risk of loss for the storage tanks and/or vaporizers shall pass to the successful bidder concurrent with the start of work to prepare the tanks and/or vaporizers for removal from the SCI campus. In the event the storage tanks or vaporizers are destroyed, rendered unusable, or are subject to post-bid damage due to any man-made or natural event, the bidder may request, and the State shall return the bidder's deposits and payments, but the State shall not be liable for any consequential, direct, or indirect damages as a result of the loss of, or to damage the storage tanks, vaporizers, or any associated piping, equipment or fittings that may have accompanied the tanks and/or vaporizers.
9. The propane storage tanks and vaporizers are being sold as-is and without any express or implied warranty.
10. The successful bidder shall hold harmless, indemnify and defend the Agency, the State of Delaware and their respective officers, agents and employees (the "Indemnified Parties") from any and all losses, damages, costs, expenses, liabilities, obligations, fines, penalties, actions, judgments, suits, and causes of action, claims, demands and proceedings of any kind or description ("Claims") and all costs and expenses of any kind or nature, including all attorneys' fees, disbursements, court costs

and any other costs of litigation related thereto arising out of, resulting from or directly or indirectly connected to the removal and transport to the successful bidder's site of the propane storage tanks and/or vaporizers, including Claims arising out of, resulting from or directly or indirectly connected to negligence, intentional misconduct, breach of contract, or other violation by the successful bidder, its employees, subcontractors, or its agents.

11. The successful bidder shall determine if it has to notify the Delaware Department of Transportation and/or the Delaware State Police for prior approval to transport the two propane storage tanks from SCI to its location. The successful bidder shall be responsible for all required notifications and fees, if applicable.
12. The successful bidder shall complete all work specified herein within ninety-days after the close of the auction. A bidder may request additional time to complete the scope of work, but the request shall be subject to the approval of the Office of Management and Budget and Department of Correction.
13. All work to prepare and remove the storage tanks and/or vaporizers shall be scheduled at the convenience of the Department of Correction.

#### Scope of Work:

1. The propane storage tanks, piping, pressure regulators, and/or vaporizers shall be evacuated of all remaining propane and purged with Nitrogen in a way that minimizes the release of uncombusted propane into the atmosphere according to all applicable rules, regulations and requirements of the Delaware State Fire Marshal.
2. All tank valves and piping shall be removed; all tank openings shall be capped or plugged prior to transport.
3. Vaporizers may be transported with piping and valves installed, but all openings shall be plugged or capped before removal for transport.
4. Hydrocarbon residues, scale, dirt, rust and other contaminants that may accumulate in piping, fittings, tanks and equipment shall remain contained and shall not be allowed to contaminate the ground surrounding the tanks and vaporizers, or any route across the SCI campus used to transport tanks, vaporizers, piping, etc. from their installed location to public roads.
5. Existing underground piping associated with the now- unused propane distribution system shall remain in-place. However, the successful bidder shall cap all in-ground piping where it exits the ground according to plans previously approved by the Delaware Department of Correction.
6. The evacuated and capped propane storage tanks shall be removed from their support piers and placed on appropriate trucks for transport.
7. All above-ground propane piping, valves, fittings, etc. removed from the storage tanks and/or vaporizers shall be removed from the site.
8. Concrete tank piers shall either be demolished to ground level and removed from the site or removed from existing footings and then removed from the site.
9. Crash posts associated with the storage tanks and vaporizers shall be removed and then transported off the SCI campus.
10. Any grounds, roadways or infrastructure disturbed or damaged in the process of removing the tanks and/or vaporizers and transporting them across the SCI campus to public roads shall be restored to their original condition.