



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
FUELHD09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS
304-558-8802

*709044938 304-466-1733

R T ROGERS OIL COMPANY INC
 PO BOX 160

HINTON WV 25951

PURCHASER

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/28/2008				

BID OPENING DATE: **09/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION		
				BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY DIESEL AND HEATING FUEL FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.		
				VENDORS SHALL USE THE ATTACHED "FUELHD09 PRICING PAGE" TO ENTER THEIR QUOTATION. AN ELECTRONIC VERSION OF FUELHD09 PRICING PAGE CAN BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM		
				BIDDERS ARE REQUESTED THAT IN ADDITION TO THE REQUIRED PAPER BID THAT AN ELECTRONIC VERSION BE SUBMITTED WITH THEIR BID. VENDORS SHALL NOT E-MAIL THE ELECTRONIC COPY. IN THE EVENT THE PAPER BID AND THE ELECTRONIC BID COPY DO NOT MATCH, THE PAPER BID SHALL PREVAIL.		
				***** A PRE-BID MEETING WILL BE HELD ON SEPTEMBER 9, 2008 AT 10:30 AM IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET E., CHARLESTON, WV 25305. ***** ****THIS MEETING IS NOT MANDATORY**** *****		
				QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS 09/08/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:		

RECEIVED

08 SEP 23 PM 1:13

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>[Signature]</i>	TELEPHONE 304-466-1733	DATE 9-22-08	
TITLE President	FEIN 55-0575547	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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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0001	1	LS		405-09		
JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JO.A.ADKINS@WV.GOV ATTACHMENTS TO THIS REQUEST FOR QUOTATION. 1. FUELHD09 SPECIFICATIONS, 7 PAGES. 2. FUELHD09 PRICING PAGE, 1 PAGE. 3. WV MAP DIVIDED BY REGIONS/DISTRICTS. 4. PURCHASING AFFIDAVIT DIESEL AND HEATING FUELS EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Michael R...</i>	304-466-1733	9-22-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0575547	

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<p>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.</p> <p>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) SIX (6) MONTH 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</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Henry Ray</i>	304-466-1733	9-22-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0575547	

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<p>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 OR AN ELECTRONIC VERSION SHALL BE SENT 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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Ray Roy</i>	304-466-1733	9-22-08
TITLE	FIRM	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0575547	

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<p>BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED SIX (6) MONTHS.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p>						

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SIGNATURE <i>Ray</i>	TELEPHONE 304-466-1733	DATE 9-22-08
TITLE President	FEIN 55-0575547	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p>						

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SIGNATURE <i>Aug Ro</i>	TELEPHONE 304-466-1733	DATE 9-22-08
TITLE President	FEIN 55-0575547	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(<input checked="" type="checkbox"/>) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH</p>						

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SIGNATURE <i>Ray Boyz</i>	TELEPHONE 304-466-1733	DATE 9-22-08
TITLE President	FED ID 55-0575547	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>R.T. Rogers Oil Co., Inc.</u></p> <p>DATE: <u>9-22-08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>President</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

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SIGNATURE <u>[Signature]</u>	TELEPHONE 304-466-1733	DATE 9-22-08
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BID OPENING DATE: 09/23/2008		BID OPENING TIME		01:30PM		
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: FUEL09</p> <p>BID OPENING DATE: 09/23/2008</p> <p>BID OPENING TIME: 1:30PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE <i>Ray Ross</i>			TELEPHONE 304-466-1733		DATE 9-22-08	
TITLE President		FEIN 55-0575547			ADDRESS CHANGES TO BE NOTED ABOVE	

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



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
FUELHD09

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JO ANN ADKINS
 304-558-8802

VENDOR

*709044938 304-466-1733
 R T ROGERS OIL COMPANY INC
 PO BOX 160
 HINTON WV 25951

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/28/2008				

BID OPENING DATE: **09/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>TO CONTACT YOU REGARDING YOUR BID:</p> <p style="text-align: center;">----- 3044661733 ----- Fax: 304-466-1735</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p style="text-align: center;">----- Greg Rogers -----</p> <p>***** THIS IS THE END OF RFQ FUELHD09 ***** TOTAL: _____</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Greg Rogers</i>	TELEPHONE 304-466-1733	DATE 9-22-08
TITLE President	FEIN 55-0575547	ADDRESS CHANGES TO BE NOTED ABOVE

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

**FUELDH09 Diesel & Heating Fuel
Specifications**

VENDOR ELIGIBILITY: Vendors must be an established refiner, distributor or dealer for a minimum of three (3) years and must provide to the Purchasing Division the locations of all facilities that will be delivering to any of the ten regions within West Virginia and a list of equipment available to perform all the requirements of the contract. It is preferred the required information be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

All qualifying vendors will be awarded a contract. Vendors may bid multiple terminal source locations and shall be required to provide a firm fixed mark-up cost for each terminal source location for tanker trucks and tank wagons.

The State has been divided geographically into ten regions (which are the same as the ten DOH Districts) as follows:

Region I: Mason, Putnam, Kanawha, Clay and Boone counties.

Region II: Cabell, Wayne, Lincoln, Logan and Mingo counties.

Region III: Pleasants, Wood, Ritchie, Wirt, Calhoun, Roane, and Jackson counties.

Region IV: Doddridge, Harrison, Marion, Taylor, Monongalia, and Preston counties.

Region V: Grant, Hardy, Mineral, Hampshire, Morgan, Berkeley and Jefferson counties.

Region VI: Tyler, Wetzel, Marshall, Ohio, Brooke and Hancock counties.

Region VII: Gilmer, Barbour, Lewis, Braxton, Upshur and Webster counties.

Region VIII: Tucker, Randolph, Pendleton and Pocahontas counties.

Region IX: Nicholas, Fayette, Greenbrier, Summers and Monroe counties.

Region X: Raleigh, Wyoming, McDowell and Mercer counties.

**FUELDH09 Diesel & Heating Fuel
Specifications**

NOTE: All fuel deliveries shall be metered at the point of delivery and shall issue a printed ticket, to meet the Department of Labor requirements: Tanker trucks may make a delivery of a complete compartment and are permitted to use the allocation metered ticket from the loading point for this printed ticket. West Virginia Code 47-1-11 adopts NCWM Hand Book 130 part "Uniform Engine Fuels...Regulation". Section 3 of that Regulation, subparagraph 3.1.1 concerns documentation.

DIESEL FUEL: Diesel Fuel Oil shall comply with ASTM D 975-07b or the latest edition except the Minimum Cetane Rating shall be 40. The cloud points are as follows:

TYPE II +10F
TYPE II ULTRA LOW SULFUR

Diesel Fuel Oil shall be an ultra low sulfur all-purpose diesel fuel oil intended for the use in all automotive type diesel engines under all normal conditions of service. Fuel shall be free from water, grit, acid, and fibrous or other foreign matter likely to clog or injure pumps, nozzles, or valves.

SPECIAL REQUIREMENT OF THE DEPARTMENT OF HIGHWAYS: During the period of November 1 to February 28, diesel motor fuels shall be blended with a permissible diesel additive to reduce operability parameters (cloud point, cold filter plug point) to increase winter operability, maintaining state/federal mandated regulatory specifications for on-road diesel fuel.

NOTE: Any alternative fuel that becomes available may be added to contract at the discretion of West Virginia Department of Highways.

HEATING OIL: These specifications cover the grades #1, #2, #4, and #5 fuel oils for various types of fuel burning equipment. Must meet specifications of ASTM Heating Oil D396-04

The fuel oils herein specified shall be hydrogen oils free from grit, acid and fibrous or other foreign matter likely to clog or injure the burner or valves. If required, the oil shall be strained by being drawn through filter or wire of 16 mesh to the inch. (U.S. Standard sieve 16, ASTM 1, 190 microns). The clearance area through the strainers shall be at least twice the area of the suction pipe and strainers shall be in duplicate.

**FUELDH09 Diesel & Heating Fuel
Specifications**

The various grades of fuel oil shall conform to the detailed requirements for Fuel Oils "National Bureau of Standards" CS-12-48, dated September 25, 1948, or the latest edition: It is the intent of these specifications that failure to meet any requirements of a given grade does not automatically place an oil in the next grade unless in fact it meets all requirements of the lower grade.

The technical requirements of the National Bureau of Standards Commercial Standard CS-12-48 are identical in substance with tentative specifications for fuel oil, American Society of Testing Materials D396-48T latest edition.

All fuel oil not meeting specifications is not acceptable to any of the localities and must be removed from tank at ~~contractor's~~ expense. No additional product may be added to change the grade of the product.

Vendors

SAMPLING, INSPECTION, AND TESTS: Sampling, inspection and testing shall be in accordance with Federal Specifications to obtain a fuel which meets the detailed requirements as specified and determined in the Department of Highway Laboratory. No allowances shall be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Samples will be taken without prior notices.

The various grades of fuel oil shall conform to the detailed requirements for Fuel Oils "National Bureau of Standards" CS-12-48, dated September 25, 1948, or the latest edition: It is the intent of these specifications that failure to meet any requirements of a given grade does not automatically place an oil in the next grade unless in fact it meets all requirements of the lower grade.

The technical requirements of the National Bureau of Standards Commercial Standard CS-12-48 are identical in substance with tentative specifications for fuel oil, American Society of Testing Materials D396-48T latest edition.

All fuel oil not meeting specifications is not acceptable to any of the localities and must be removed from tank at ~~contractor's~~ expense. No additional product may be added to change the grade of the product.

Vendors

**FUELDH09 Diesel & Heating Fuel
Specifications**

DELIVERIES: ALL Agencies shall be responsible for placing orders with awarded vendors. Agencies at the time of order will look at the **OPIS price for each terminal source location, by vendor, by area and factor in the appropriate markup for the source location and delivery type to determine the lowest bid.** Orders will be issued to the “lowest bid source location” at the time of order. The State has sole discretion to determine **Method of Delivery, by tanker truck or tank wagon.** Such **Method of Delivery shall be specified at the time of order.** Normal use requirements will be ordered three (3) working days in advance of the required delivery date. Vendors SHALL complete fuel deliveries within the three (3) working day period of order placement. Emergency requirements or situations which cannot be scheduled in advance will necessitate 24 hour delivery. Cost for 24 hour emergency delivery shall be at a fixed upcharge. Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday. Deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of West Virginia, Department of Weights and Measures, and stamped with quantities, location, time (a.m./p.m.) date, driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket. A copy of the delivery ticket, signed by both the driver and a person from the receiving facility, should be left at the location receiving the fuel. Emergency requirements or situations which cannot be scheduled in advance will require 24 hour delivery.

The vendor shall FAX to the number below or E-mail to the people below, as shown under invoicing section, delivery slips within 24 hours after the delivery. Delivery slips must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

Vendors must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank.

DELAY OR FAILURE TO DELIVER: The vendor shall not be liable in damages for the delay of shipment or failure to deliver caused by fire, flood, Acts of God, Acts of Government, Act of an alien enemy, or by any other circumstances which in the opinion of the state agency is beyond the control of the contractor. The state agency may, in its discretion purchase the product on the market until such time product becomes

**FUELDH09 Diesel & Heating Fuel
Specifications**

available by the supplier. In the event the vendor is unable to drop fuel due to an error by the DOH a flat fee of \$250.00 may be charged.

TAXES: The State of West Virginia agencies are exempt from the Federal Excise Tax, and the State Consumers Sales Tax. State of West Virginia agencies are not exempt from State Excise Tax. West Virginia State agencies currently pay a variable rate component of the motor fuel excise tax on motor fuel sold or used of 11.7/cents per gallon. State agencies also currently pay 20.50/cents per gallon for the flat rate component of the West Virginia Excise Tax.

Any Superfund Tax must be included in the bidder's mark-up price. The State will not accept bids from bidders who cannot meet the above conditions regarding taxes.

PRICING: The State of West Virginia will accept bids only by District locations. Vendors must bid a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE (OPIS) publication. All prices quoted shall be the delivered price to any location within that district. If more than one terminal is listed, the Agency at the time of order will review the current OPIS price for each terminal source location, by vendor, by area and factor in the appropriate markup for the source location and delivery type to determine the lowest bid. Agencies shall utilize the lowest bid source location.

FIRM FIXED MARK-UP PER GALLON: Vendors shall bid only a firm fixed mark-up (percentages not acceptable) for business profit and expenses in supplying the product to the State Agencies and Political Subdivisions. Product cost shall be the average rack price of the products as published (for the preceding week) for the vendor supply terminal location in the OIL PRICE INFORMATION SERVICE as published by United Communications Group 11300 Rockville Pike, Suite 1100, Rockville, MD. 20852. Telephone number (800)929-4824.

Bids are requested for single pricing category:

Irrespective of method of transport, the minimum delivery quantity shall be 1,000 gallon. The bid prices for one District shall not be conditioned on the award of any other District.

**FUELDH09 Diesel & Heating Fuel
Specifications**

AGENCY ORDERING PROCEDURE: The Division of Highways, district locations shall place their order with vendor via e-mail or phone if computers are down. All West Virginia State Agencies will place their own order with the approved vendor.

Agencies at the time of order will look at the OPIS price for each terminal source location, by vendor, by area to determine the “lowest bid source location”. Orders will be issued to the “lowest bid source location” at the time of order. The State has sole discretion to determine Method of Delivery, by tanker truck or tank wagon. Such Method of Delivery shall be specified at the time of order.

The listing for Division of Highways locations is as follows:

WVDOH/DISTRICT 1
1334 Smith St.
Charleston, WV 25301

WVDOH/DISTRICT 2
801 Madison Ave.
Huntington, WV 25712

WVDOH/DISTRICT 3
624 Depot St.
Parkersburg, WV 26102

WVDOH/DISTRICT 4
PO Box 4220
Clarksburg, WV 26301

WVDOH/DISTRICT 5
PO Box 99
Burlington, WV 26710

WVDOH/DISTRICT 6
1 DOT Drive
Moundsville, WV 26041

**FUELDH09 Diesel & Heating Fuel
Specifications**

WVDOH/DISTRICT 7
Rt 33 & Brushy Fork Road
Buckhannon, WV 26201

WVDOH/DISTRICT 8
PO Box 1516
Elkins, WV 26241

WVDOH/DISTRICT 9
HC 82, Box 3-A
Lewisburg, WV 24901

WVDOH/DISTRICT 10
270 Hardwood Lane
Princeton, WV 24740

VENDOR ACKNOWLEDGEMENT PROCEDURE: The vendor must e-mail agency upon receipt of order showing order received, and giving tentative delivery information.

Contact Information: same as above listing

Since the product pricing is subject to weekly changes, the state agency is to verify pricing information provided by the Department of Highways and the Notice of Contract Award. The actual price is computed as follows:

NORMAL: Average rack price from OPIS report + State Excise Tax for Motor Fuel (if applicable).
+ Vendors mark-up as quoted in contract = price per gallon delivered.

WINTERIZED FUEL: (November thru February)

- **Blended with Additive:** Average rack price for #2 Diesel (gallons delivered) from OPIS report:
 - + State Excise Tax
 - +Vendors mark-up per gallon

**FUELDH09 Diesel & Heating Fuel
Specifications**

- **Blended with Kerosene (or #1 Diesel Fuel):** Average rack price for #2 diesel (gallons delivered) from OPIS report:
 - + State Excise Tax
 - + Vendor's mark-up per gallon

 - = Price per gallon #2 Diesel delivered

 - + Average rack price for Kerosene (or #1 Diesel), gallons delivered, from OPIS report

 - + State Excise Tax
 - + Vendor's mark-up per gallon

 - = Price per gallon Kerosene a (or #1 Diesel) delivered

REPORTING REQUIREMENTS: Winning bidders shall be required to submit monthly reports to the Equipment Division in a format which shall be supplied. This report shall show the quantity of each product and the Location (district) or agency to which it was delivered, and a total of each product for each quarter.

AWARD:

1. Resident Vendor Preference shall be considered, if requested on the bid documents, by West Virginia vendor, and such preference shall be added to the out of state vendors' mark-up price for the purpose of evaluation.

2. All qualifying vendors will be awarded a contract. Orders will be issued to the "lowest bid source location" at the time of order.

PAYMENT: Shall be made based on the terminal fuel is pulled from.

**FUELDH09 Diesel & Heating Fuel
Specifications**

INVOICING: Vendors of DOH fuel deliveries are encouraged to utilize a paperless invoice process, submitting the following information via e-mail to the DOH ordering locations.

- A. Delivery ticket number(s) for fuel delivery, date and time of delivery and DOH location of the delivery.
- B. Fuel types, total quantities, unit prices, applicable taxes, total prices, and the terminal source of supply for all deliveries.

NOTES: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of fuel in excess of the quantity requested via the telephone or electronic order.

Government entities other than the WVDOH, utilizing this contract, must have the option of formulating their invoicing procedures with the successful vendors.



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
FUELHD09

PAGE
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ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS
304-558-8802

*709044938 304-466-1733

R T ROGERS OIL COMPANY INC
 PO BOX 160

HINTON WV 25951

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/08/2008				

BID OPENING DATE: 09/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>1. QUESTION PERIOD HAS BEEN EXTENDED TO CLOSE OF BUSINESS SEPTEMBER 11, 2008. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THAT TIME.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>*****END OF ADDENDUM NO. *****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-466-1733	9-22-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0575547	

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

EXHIBIT 10

REQUISITION NO.: FUELHDO9

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND 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.

[Signature]
SIGNATURE

R.T. Rogers Oil Co., Inc.
COMPANY

9-22-08
DATE



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
FUELHD09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JO ANN ADKINS
 304-558-8802

VENDOR

*709044938 304-466-1733
 R T ROGERS OIL COMPANY INC
 PO BOX 160
 HINTON WV 25951

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/10/2008				

BID OPENING DATE: 09/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2***** L. TO REPLACE THE TEAM RVP WITH THE ATTACHED FORM. *****END OF ADDENDUM NO. 2*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Amy Roy</i>	TELEPHONE 304-466-1733	DATE 9-22-08
TITLE President	FEIN 55-0575547	ADDRESS CHANGES TO BE NOTED ABOVE

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

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: R.T. Rogers Oil Co., Inc. Signed: Guy Roy
Date: 9-22-08 Title: President

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".



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
FUELHD09

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

*709044938 304-466-1733

R T ROGERS OIL COMPANY INC
 PO BOX 160

HINTON WV 25951

VENDOR

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/17/2008				
BID OPENING DATE: 09/23/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 3*****</p> <p>1. FUELHD09 SPECIFICATIONS, REVISED, DATED 09/15/2008.</p> <p>2. FUELHD09 PRICING/INFORMATION PAGES, REVISED.</p> <p>3. FUEL09/FUELHD09 QUESTIONS AND ANSWERS.</p> <p>4. MANDATORY PRE-BID SIGN-IN SHEETS ATTACHED.</p> <p>5. REMOVING EXHIBIT 6 - PRICE ADJUSTMENT PROVISION. LOCATED ON PAGE 4 OF THE ORIGINAL REQUEST FOR QUOTATION.</p> <p>*****END OF ADDENDUM NO. 3*****</p>						
0001	1	LS		405-09		
DIESEL AND HEATING FUELS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304-466-1733	9-22-08
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
President	55-0575547	

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

**FUEL09 – Gasoline
Specifications –Revised**

This is a request for quotation to supply unleaded gasoline to all West Virginia State Agencies and Political Subdivisions.

Unleaded Gasoline shall comply with the most recent ASTM D 4814-07a or the most current edition Standard Specifications for Automotive Gasoline.

The minimum anti-knock octane for: **Unleaded Gasoline: 87**

The State has been divided geographically into ten regions (which are the same as the ten DOH Districts) as follows:

Region I: Mason, Putnam, Kanawha, Clay and Boone counties.

Region II: Cabell, Wayne, Lincoln, Logan and Mingo counties.

Region III: Pleasants, Wood, Ritchie, Wirt, Calhoun, Roane, and Jackson counties.

Region IV: Doddridge, Harrison, Marion, Taylor, Monongalia, and Preston counties.

Region V: Grant, Hardy, Mineral, Hampshire, Morgan, Berkeley and Jefferson counties.

Region VI: Tyler, Wetzel, Marshall, Ohio, Brooke and Hancock counties.

Region VII: Gilmer, Barbour, Lewis, Braxton, Upshur and Webster counties.

Region VIII: Tucker, Randolph, Pendleton and Pocahontas counties.

Region IX: Nicholas, Fayette, Greenbrier, Summers and Monroe counties.

Region X: Raleigh, Wyoming, McDowell and Mercer counties.

VENDOR ELIGIBILITY: **Vendors must be an established refiner, distributor or dealer** for a minimum of three (3) years and must provide to the Purchasing Division the locations of all facilities that will be delivering to any of the ten regions within West Virginia along with a list of equipment available to perform all the requirements of the contract. It is preferred the required information be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

**FUEL09 – Gasoline
Specifications –Revised**

SAMPLING, INSPECTION, AND TESTS: Sampling, inspection and testing shall be in accordance with Federal Specifications to obtain a fuel which meets the detailed requirements as specified and determined by the Division of Highways Laboratory. No allowances shall be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Samples will be taken without prior notices.

PRICING: The State of West Virginia will accept bids only by Region locations. Vendors must bid a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE (OPIS) publication. All prices quoted shall be the delivered price to any location within the ten regions

Pricing will be based on the Weekly OPIS on the DAY OF ORDER.

FIRM FIXED MARK-UP PER GALLON: Vendors shall bid only a firm fixed mark-up (percentages not acceptable) for business profit and expenses in supplying the product to the State Agencies and Political Subdivisions. Product cost shall be the average rack price of the products as published (for the preceding week) for the vendor supply terminal location in the OIL PRICE INFORMATION SERVICE as published by United Communications Group 11300 Rockville Pike, Suite 1100, Rockville, MD. 20852. Telephone number (800)929-4824.

Bids are requested for two pricing categories:

Tank-wagon (T/W) and Truck Transport (T/T). Vendor must indicate the minimum delivery quantity for truck transport (T/T) delivery pricing.

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallons. The bid prices for one Region shall not be conditioned on the award of any other Region.

**FUEL09 – Gasoline
Specifications –Revised**

If more than one terminal is bid, payment shall be the lowest price and proof of terminal shall be provided.

PAYMENT: Shall be made based on the terminal fuel is pulled from.

TAXES: The State of West Virginia agencies are exempt from the Federal Excise Tax, and the State Consumers Sales Tax. State of West Virginia agencies are not exempt from State Excise Tax. West Virginia State agencies currently pay a variable rate component of the motor fuel excise tax on motor fuel sold or used of 11.7/cents per gallon. State agencies also currently pay 20.50/cents per gallon for the flat rate component of the West Virginia Excise Tax.

Any Superfund Tax must be included in the bidder's mark-up price. The State will not accept bids from bidders who cannot meet the above conditions regarding taxes

AGENCY ORDERING PROCEDURE: All State Agencies and DOH districts shall be responsible for placing orders with awarded vendors.

The Division of Highways, district locations shall place their orders with vendor via e-mail or telephone, when computers are unavailable.

West Virginia State Agencies utilizing this contract must purchase an OPIS license allowing the agency access to OPIS weekly pricing. Contact OPIS at 888-301-2654.

Orders shall be placed Monday through Friday and utilize the published preceding week OPIS average rack price. Pricing will be based on the Weekly OPIS on the DAY OF ORDER.

Refer to the attached map of West Virginia Division of Highway's District areas. The listing for Division of Highways District Office locations is as follows:

**FUEL09 – Gasoline
Specifications –Revised**

WVDOH/DISTRICT 1
1334 Smith St.
Charleston, WV 25301

WVDOH/DISTRICT 2
801 Madison Ave.
Huntington, WV 25712

WVDOH/DISTRICT 3
624 Depot St.
Parkersburg, WV 26102

WVDOH/DISTRICT 4
PO Box 4220
Clarksburg, WV 26301

WVDOH/DISTRICT 5
PO Box 99
Burlington, WV 26710

WVDOH/DISTRICT 6
1 DOT Drive
Moundsville, WV 26041

WVDOH/DISTRICT 7
PO Box 1728
Weston, WV 26452

WVDOH/DISTRICT 8
PO Box 1516
Elkins, WV 26241

WVDOH/DISTRICT 9
HC 82, Box 3-A
Lewisburg, WV 24901

WVDOH/DISTRICT 10
270 Hardwood Lane
Princeton, WV 24740

**FUEL09 – Gasoline
Specifications –Revised**

VENDOR ACKNOWLEDGEMENT PROCEDURE: The vendor must e-mail ordering agency upon receipt of order showing order received, and giving tentative delivery information.

Since the product pricing is subject to weekly changes, the state agency is to verify pricing information provided by OPIS. The actual price is computed as follows:

NORMAL: Average rack price from OPIS report + State Excise Tax for Motor Fuel (if applicable).
+ Vendors mark-up as quoted in contract
= Price per gallon delivered

DELIVERIES: The State has sole discretion to determine Method of Delivery, by tanker truck or tank wagon. Such Method of Delivery shall be specified at the time of order based on the order volume. Normal use requirements will be ordered three (3) working days in advance of the required delivery date. Vendors SHALL complete fuel deliveries within the three (3) working day period of order placement. Emergency requirements or situations which cannot be scheduled in advance will necessitate 24 hour delivery. Cost for 24 hour emergency delivery shall be at a fixed up-charge. Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday. Deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of West Virginia, Division of Weights and Measures, and stamped with quantities, location, time (a.m./p.m.) date, driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket. A copy of the delivery ticket, signed by both the driver and a person from the receiving facility, shall be left, (on delivery date) at the location receiving the fuel. Emergency requirements or situations which cannot be scheduled in advance will require 24 hour delivery.

Delivery tickets must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

**FUEL09 – Gasoline
Specifications –Revised**

Vendors must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank.

NOTE: All fuel deliveries shall be metered at the point of delivery and shall issue a printed ticket, to meet the Division of Labor requirements: Tanker trucks may make a delivery of a complete compartment and are permitted to use the allocation metered ticket from the loading point for this printed ticket. West Virginia Code 47-1-11 adopts NCWM Hand Book 130 part “Uniform Engine Fuels...Regulation”. Section 3 of that Regulation, subparagraph 3.1.1 concerns documentation. A Bill of Lading from the terminal source locations is acceptable and shall contain quantities, location, time (a.m./p.m.) date, driver and product.

DELAY OR FAILURE TO DELIVER: The vendor shall not be liable in damages for the delay of shipment or failure to deliver caused by fire, flood, Acts of God, Acts of Government, Act of an alien enemy, or by any other circumstances which in the opinion of the state agency is beyond the control of the contractor. The state agency may, in its discretion purchase the product on the market until such time product becomes available by the supplier. In the event the vendor is unable to drop fuel due to an error by the ordering agency, a flat fee of \$250.00 may be charged.

INVOICING: Vendors of DOH fuel deliveries are encouraged to utilize a paperless invoice process, submitting the following information via e-mail to the DOH ordering locations:

- A. Delivery ticket number(s) for fuel delivery, date and time of delivery and DOH location of the delivery.
- B. Fuel types, total quantities, unit prices, applicable taxes, total prices, and the terminal source of supply for all deliveries.
- C. It is the intent of the Division of Highways to utilize the State Purchasing Card for all vendor reimbursement of fuels purchased.

**FUEL09 – Gasoline
Specifications –Revised**

NOTES: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of fuel in excess of the quantity requested via the telephone or electronic order.

Government entities other than the WVDOH, utilizing this contract, must have the option of formulating their invoicing procedures with the successful vendors.

REPORTING REQUIREMENTS: Winning bidders **shall** be required to submit quarterly reports to the Equipment Division in a format which shall be supplied. This report shall show the quantity of each product and the location (district) or agency to which it was delivered, and a total of each product for each quarter. This report **SHALL** also be sent to jo.a.adkins@wv.gov.

AWARD:

The award will be a single award per Region (1 through 10)/ per delivery method. Each Region will be split into tank transport and tank wagon pricing. Pricing will be from the source fuel was pulled from (terminal location).

FUEL09/FUELHD09 QUESTIONS & ANSWERS

1.	Q	For both contracts, will the pricing be based on a weekly OPIS or daily OPIS?
	A	See revised specifications.
2.	Q	If pricing is based on a daily OPIS, will we be paid based on the day it was ordered or the day it was delivered?
	A	See revised specifications.
3.	Q	On FUELHD09, to what locations or regions are the gallons assigned to on the quote sheet?
	A	See revised specifications.
4.	Q	What will be the qualifier on whether unleaded regular or E-10 will be delivered once it available at a terminal and possibly the only product?
	A	If absolutely necessarily required, a change order will be issued.
5.	Q	Could a bill of lading replace a metered delivery ticket on transport deliveries?
	A	Yes
6.	Q	What day of the week are orders to be placed?
	A	Order will be placed Monday through Friday.
7.	Q	With a three day delivery window, are orders to be placed before Tuesday so that deliveries will be made in same week as opis publication?
	A	See question 6.
8.	Q	What criteria will be used to determine whether the method of delivery will be tankwagon or transport?
	A	Order volume.
9.	Q	Are gas and diesel going to be ordered at the same time?
	A	Depends on need.
10.	Q	Is our minimum transport quantity of 7200 gallons acceptable?
	A	Based on vendor information provided on pricing pages.
11.	Q	How will quality issues be handled? Example; two companies are delivering and fuel related equipment problems arise. Who will be held responsible?
	A	See revised specifications.
12.	Q	Are we required to bid more than one terminal per district?
	A	Specifications have been revised, vendor is to list potential terminals.
13.	Q	May we process the purchasing card as an ACH transaction? May we confirm directly with banks representatives purchasing card acceptance features?

FUEL09/FUELHD09 QUESTIONS & ANSWERS

	A	Yes. Vendors are welcome to contact Amy Lewis or Jim Smith with the WV Auditor's Office Purchasing Card Division to discuss card acceptance features. Amy Lewis – 304-558-2261 ext-2105 Jim Smith – 304-558-2261 ext-2239
14.	Q	What bank issues the purchasing card and may we contact acquiring bank?
	A	Citi Bank. All inquiries must be directed through the Purchasing Card Division, please contact Amy Lewis or Jim Smith.
15.	Q	Is the \$250.00 flat fee due to an agency error negotiable? This fee will not cover diverting the load to an alternate location. Will alternate delivery locations be provided?
	A	No change to specifications.
16.	Q	How can we forecast volume requirements when we do not know if we will have the business from week to week?
	A	See revised specifications.
17.	Q	If awarded on a weekly basis and OPIS report does not come out until Monday (sometimes not until Tuesday) and it takes time to calculate low bidder for the week, that may only leave Weds, Thurs, and Fri. for deliveries. Some locations are closed on Fridays. Who delivers to locations that are out of fuel on Mondays and Tuesdays?
	A	See revised specifications.
18.	Q	What happens when somebody on the district level miscalculates who low bidder is for the week and award is given to wrong vendor?
	A	See revised specifications.
19.	Q	What happens in the event of a tie bid???
	A	The Purchasing Division will request the "Best of Final Offer" which is mandated by West Virginia Law.
20.	Q	Who is to blame for product integrity issues if different vendors are awarded and service the same district?
	A	See revised specifications.
21.	Q	Why are there no specifications or considerations for E-10 gasoline? At some point that may be the only product available out of some terminal ling areas. Any E-10 deliveries need to be based off of an E-10 OPIS index.
	A	If absolutely necessarily required, a change order will be issued from the ordering agency.
22.	Q	What happens when allocation problems prevent product from being pulled from certain terminals specified to the bid?
	A	State requires proof of allocation.

FUEL09/FUELHD09 QUESTIONS & ANSWERS

23.	Q	What happens to a vendor who is unable to make all deliveries during a week in which he is low bidder and awarded contract for the week? Because this bid is awarded on a weekly basis it will be impossible for a vendor to gauge manpower needed during any given week to service the contract (particularly if there are only a couple of days in which to make the deliveries).
	A	See revised specifications.
24.	Q	Delivery method ordering procedure "tank truck or tankwagon" is going to be variable based on delivery sizes and accessibility to the location with tank trucks. Also, with the bid being separated specifically by product (one vendor may have the gasoline, another may have the diesel fuel), a lot of deliveries may turn out to be tankwagon deliveries by default. Won't this cost the State of WV a lot more in freight and product cost?
	A	No change in specifications.
25.	Q	On page six of the specifications it says: PAYMENT: Shall be made from terminal fuel is pulled from. What happens in the event of allocations when we have to pull fuel from terminal other than where it was intentionally bid from? In most cases, tankwagon deliveries are not made from a terminal but from a vendors "bulk plant". Fuel from our bulk plant may have been sourced from various terminals. How is payment determined in this event??? Why would the State care where the fuel comes from as long as it is billed at the proper cost and meets specifications??
	A	See revised specifications.
26.	Q	Could you provide the information about how the large transaction fee works so it could be communicated with the vendors?
	A	There are several steps and variables involved in the determination of a merchant's overall discount rate with their acquirer. However, in order for them to have applicable transactions qualify for large ticket interchange, there are certain steps they need to take. First, they need to notify their acquirer they wish to participate in the Visa Purchasing Large Ticket fee program for eligible credit card transactions. They will need to communicate if they wish to become CPS qualified with VISA and be set up with software that passes level 3 data for card transactions to their financial institution. I understand there is a fee for this process however, the exact amount may vary based on the merchants banking relationship with their acquirer. Once set up, the interchange reimbursement fee along with any other processing service fees the merchant has bought from their acquirer may be included in their overall merchant discount rate, which is typically a percentage rate per transaction. This information should be obtainable by financial institutions offering acquiring services to the merchant.
27.	Q	Additionally more than one vendor asked that the state educate the vendors about the fees associated with p-cards. If there is training on the horizon we would like to communicate that to the vendors.
	A	We don't have any places or dates set at this time, however, the Auditor has spoken with the Banker's Association regarding a joint effort to educate vendors on issues including fees associated with credit card transactions. We will notify agencies once these meetings have been set so they may in turn notify their vendors.

FUEL09/FUELHD09 QUESTIONS & ANSWERS

28.	Q	Petroleum Traders Corporation sent a "No Bid Statement" in 2005 in regards to the local preference given. It stated that the bid invitation as written rendered the bid as a restriction for award to local vendors only due to the 5% preference; therefore, until the State of West Virginia withdrew the \$.07 to \$.08 liability to its taxpayers, we could not make a competitive bid on your fuel. The estimated aggregate amount of this preference is \$240,408.
	A	Vendor Preference is required by law.
29.	Q	I noticed that this clause to give a 5% local preference was still in both bids this year. Will it be enforced?
	A	Required by law
30.	Q	In regards to the Open Records Requests for each bid, do you know when we might be able to receive that information?
	A	Previously Provided
31.	Q	Are the contract terms for these bids only 6 months?
	A	Yes, with the option to renew.
32.	Q	What are your actual payment terms? (Net 5 days, Net 10 days, etc)
	A	N30
33.	Q	Do we have to bid both Transport Truck and Tank Wagon, or can we just bid mark ups for Transport Truck delivery?
	A	Either/Or
34.	Q	On the pricing page, are we supposed to just bid one markup for both Ultra Low Sulfur and Heating Fuel, or are we supposed to differentiate two markups (one for Ultra Low and one for Heating Fuel). --If we are supposed to differentiate markups between products, how do we know which product is which? The pricing pages don't label two different diesels.
	A	See revised pricing page.

SIGN IN SHEET

Request for Proposal No. FUEL(HD)09

PLEASE PRINT

Page _____ of _____

Date: _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: Petroleum Products, Inc.	PO Box 457	PHONE (304) 755-9117 X1014
Rep: David Martin	Nitro, WV 25143	TOLL FREE (800) 774-4645
Email Address: dmartin@petroleumproductsinc.com		FAX (304) 755-3792
Company: Tri State Petroleum	PO Box 4006	PHONE 304 257 3232
Rep: Kevin Olson	Wheeling WV 26003	TOLL FREE 800 541 3835
Email Address: kolson@tsaet.com		FAX 304 257-1437
Company: R.T. Rogers Oil Co.	P.O. Box 160	PHONE 304 446 1733
Rep: Greg Rogers	Hinton, WV 25951	TOLL FREE
Email Address: grogers@rtrogers.com		FAX 304 446 1735
Company: Bruce & Sons Petroleum	1768 Mileground Road	PHONE 304-291-6980
Rep: Mike Groves	Morgantown WV 26525	TOLL FREE
Email Address: mgroves@bfscompanies.com		FAX 304-291-6987
Company: Harris Oil Co.	Harris Oil Co.	PHONE 304-927-2470
Rep: Wayne Harris	P.O. Box 685	TOLL FREE
Email Address: wharris@harrisoil.com	Spencer, W.V. 25226	FAX 304-927-4972

SIGN IN SHEET

Request for Proposal No. FUEL(HD)09

PLEASE PRINT

Date: _____

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Fred Petersburg Oil</u> Rep: <u>Thad Ours</u> Email Address: _____	<u>12 S Grove St</u> <u>Petersburg WV 26847</u>	PHONE <u>304 - 257 - 4440</u> TOLL FREE _____ FAX <u>304 - 257 - 2252</u>
Company: <u>GUTTMAN Oil Company</u> Rep: <u>MARILEE TALBOT</u> Email Address: <u>mtalbot@guttmanoil.com</u>	<u>PO Box 1728</u> <u>ELKINS, WV 26241</u>	PHONE <u>304-636-2600</u> TOLL FREE <u>800-296-5823</u> FAX <u>304-636-8133</u>
Company: <u>Bandy INC</u> Rep: <u>CK Bandy</u> Email Address: <u>Kent-Bandy, Inc@wholesale.net</u>	<u>31618 Midland Trail</u> <u>LOOKOUT WV</u>	PHONE <u>304 574 2509</u> TOLL FREE _____ FAX <u>304 574-2507</u>
Company: _____ Rep: _____ Email Address: _____		PHONE _____ TOLL FREE _____ FAX _____
Company: _____ Rep: _____ Email Address: _____		PHONE _____ TOLL FREE _____ FAX _____



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
FUELHD09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**JO ANN ADKINS
 304-558-8802**

RFQ COPY
 TYPE NAME/ADDRESS HERE

RFQ COPY

RFQ COPY

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/18/2008				

BID OPENING DATE: **09/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 4***** 1.FUELHD09 REVISED SPECIFICATIONS ATTACHED. *****END OF ADDENDUM NO. 4*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Gray Ran* TELEPHONE: **304-466-1733** DATE: **9-22-08**

TITLE: *President* FEIN: **55-0575547** 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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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

**FUELHD09 Diesel & Heating Fuel
Specifications – Revised 09/15/2008**

This is a request for quotation to supply unleaded diesel and heating fuel to all West Virginia State Agencies and Political Subdivisions.

The State has been divided geographically into ten regions (which are the same as the ten DOH Districts) as follows:

Region I: Mason, Putnam, Kanawha, Clay and Boone counties.

Region II: Cabell, Wayne, Lincoln, Logan and Mingo counties.

Region III: Pleasants, Wood, Ritchie, Wirt, Calhoun, Roane, and Jackson counties.

Region IV: Doddridge, Harrison, Marion, Taylor, Monongalia, and Preston counties.

Region V: Grant, Hardy, Mineral, Hampshire, Morgan, Berkeley and Jefferson counties.

Region VI: Tyler, Wetzel, Marshall, Ohio, Brooke and Hancock counties.

Region VII: Gilmer, Barbour, Lewis, Braxton, Upshur and Webster counties.

Region VIII: Tucker, Randolph, Pendleton and Pocahontas counties.

Region IX: Nicholas, Fayette, Greenbrier, Summers and Monroe counties.

Region X: Raleigh, Wyoming, McDowell and Mercer counties.

VENDOR ELIGIBILITY: Vendors must be an established refiner, distributor or dealer for a minimum of three (3) years and must provide to the Purchasing Division the locations of all facilities that will be delivering to any of the ten regions within West Virginia and a list of equipment available to perform all the requirements of the contract. It is preferred the required information be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

DIESEL diesel fuel Oil shall comply with ASTM D 975-07b or the latest edition except the Minimum Cetane Rating shall be 40. The cloud points are as follows:

TYPE II +10F
TYPE II ULTRA LOW SULFUR

**FUELHD09 Diesel & Heating Fuel
Specifications – Revised 09/15/2008**

Diesel Fuel Oil shall be an ultra low sulfur all-purpose diesel fuel oil intended for the use in all automotive type diesel engines under all normal conditions of service. Fuel shall be free from water, grit, acid, and fibrous or other foreign matter likely to clog or injure pumps, nozzles, or valves.

SPECIAL REQUIREMENT OF THE DIVISION OF HIGHWAYS:

During the period of November 1 to February 28, diesel motor fuels shall be blended with a permissible diesel additive to reduce operability parameters (cloud point, cold filter plug point) to increase winter operability, maintaining state/federal mandated regulatory specifications for on-road diesel fuel.

NOTE: Any alternative fuel that becomes available may be added to contract at the discretion of West Virginia Division of Highways.

HEATING OIL: These specifications cover the grades #1, #2, #4, and #5 fuel oils for various types of fuel burning equipment. Must meet specifications of ASTM Heating Oil D396-07 or the latest edition.

The fuel oils herein specified shall be hydrogen oils free from grit, acid and fibrous or other foreign matter likely to clog or injure the burner or valves. If required, the oil shall be strained by being drawn through filter or wire of 16 mesh to the inch. (U.S. Standard sieve 16, ASTM 1, 190 microns). The clearance area through the strainers shall be at least twice the area of the suction pipe and strainers shall be in duplicate.

The various grades of fuel oil shall conform to the detailed requirements for Fuel Oils "National Bureau of Standards" CS-12-48, dated September 25, 1948, or the latest edition: It is the intent of these specifications that failure to meet any requirements of a given grade does not automatically place an oil in the next grade unless in fact it meets all requirements of the lower grade.

The technical requirements of the National Bureau of Standards Commercial Standard CS-12-48 are identical in substance with tentative specifications for fuel oil, American Society of Testing Materials D396-48T latest edition.

All fuel oil not meeting specifications is not acceptable to any of the localities and must be removed from tank at vendor's expense. No additional product may be added to change the grade of the product.

**FUELHD09 Diesel & Heating Fuel
Specifications – Revised 09/15/2008**

SAMPLING, INSPECTION, AND TESTS: Sampling, inspection and testing shall be in accordance with Federal Specifications to obtain a fuel which meets the detailed requirements as specified and determined in the Department of Highway Laboratory. No allowances shall be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Samples will be taken without prior notices.

PRICING: The State of West Virginia will accept bids only by Region locations. Vendors must bid a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE (OPIS) publication. All prices quoted shall be the delivered price to any location within the ten regions

**Pricing will be based on the Weekly OPIS on the DAY OF ORDER.
The OPIS Weekly Average is posted every Friday morning.**

FIRM FIXED MARK-UP PER GALLON: Vendors shall bid only a firm fixed mark-up (percentages not acceptable) for business profit and expenses in supplying the product to the State Agencies and Political Subdivisions. Product cost shall be the average rack price of the products as published (for the preceding week) for the vendor supply terminal location in the OIL PRICE INFORMATION SERVICE as published by United Communications Group 11300 Rockville Pike, Suite 1100, Rockville, MD. 20852. Telephone number (800)929-4824.

Bids are requested for two pricing categories:
Tank-wagon (T/W) and Truck Transport (T/T). Vendor must indicate the minimum delivery quantity for truck transport (T/T) delivery pricing.

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallon. The bid prices for one Region shall not be conditioned on the award of any other Region.

If more than one terminal is bid, payment shall be the lowest price and proof of terminal shall be provided.

**FUELHD09 Diesel & Heating Fuel
Specifications – Revised 09/15/2008**

PAYMENT: Shall be made based on the terminal fuel is pulled from. If vendors bid multiple terminal sources, the invoice will be based on the lowest price, or vendor shall provide proof of terminal product is pulled from.

TAXES: The State of West Virginia agencies are exempt from the Federal Excise Tax, and the State Consumers Sales Tax. State of West Virginia agencies are not exempt from State Excise Tax. West Virginia State agencies currently pay a variable rate component of the motor fuel excise tax on motor fuel sold or used of 11.7/cents per gallon. State agencies also currently pay 20.50/cents per gallon for the flat rate component of the West Virginia Excise Tax.

Any Superfund Tax must be included in the bidder's mark-up price. The State will not accept bids from bidders who cannot meet the above conditions regarding taxes.

AGENCY ORDERING PROCEDURE: The Division of Highways, district locations shall place their order with vendor via e-mail or phone if computers are down. All West Virginia State Agencies will place their own order with the approved vendor.

West Virginia State Agencies utilizing this contract must purchase an OPIS license allowing the agency access to OPIS weekly pricing. Please contact OPIS at 888-301-2654.

Orders shall be placed Monday through Friday and utilize the published preceding week OPIS average rack price. Pricing will be based on the Weekly OPIS on the DAY OF ORDER.

Refer to the attached map of West Virginia Division of Highway's District areas. The listing for Division of Highways District Office locations is as follows:

The listing for Division of Highways locations is as follows:

**FUELHD09 Diesel & Heating Fuel
Specifications – Revised 09/15/2008**

WVDOH/DISTRICT 1
1334 Smith St.
Charleston, WV 25301

WVDOH/DISTRICT 2
801 Madison Ave.
Huntington, WV 25712

WVDOH/DISTRICT 3
624 Depot St.
Parkersburg, WV 26102

WVDOH/DISTRICT 4
PO Box 4220
Clarksburg, WV 26301

WVDOH/DISTRICT 5
PO Box 99
Burlington, WV 26710

WVDOH/DISTRICT 6
1 DOT Drive
Moundsville, WV 26041

WVDOH/DISTRICT 7
PO Box 1728
Weston, WV 26452

WVDOH/DISTRICT 8
PO Box 1516
Elkins, WV 26241

WVDOH/DISTRICT 9
HC 82, Box 3-A
Lewisburg, WV 24901

WVDOH/DISTRICT 10
270 Hardwood Lane
Princeton, WV 24740

**FUELHD09 Diesel & Heating Fuel
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VENDOR ACKNOWLEDGEMENT PROCEDURE: The vendor must e-mail agency upon receipt of order showing order received, and giving tentative delivery information.

Since the product pricing is subject to weekly changes, the state agency is to verify pricing information provided by OPIS. The actual price is computed as follows:

NORMAL: Average rack price from OPIS report + State Excise Tax for Motor Fuel (if applicable).
+ Vendors mark-up as quoted in contract
= price per gallon delivered.

WINTERIZED FUEL: (November thru February)

- **Blended with Additive:** Average rack price for #2 Diesel (gallons delivered) from OPIS report:

+ State Excise Tax
+ Vendors mark-up per gallon

- **Blended with Kerosene (or #1 Diesel Fuel):** Average rack price for #2 diesel (gallons delivered) from OPIS report:

+ State Excise Tax
+ Vendor's mark-up per gallon

= Price per gallon #2 Diesel delivered

+ Average rack price for Kerosene (or #1 Diesel), gallons delivered, from OPIS report

+ State Excise Tax
+ Vendor's mark-up per gallon

= Price per gallon Kerosene a (or #1 Diesel) delivered

**FUELHD09 Diesel & Heating Fuel
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DELIVERIES: The State has sole discretion to determine Method of Delivery, by tanker truck or tank wagon. Such Method of Delivery shall be specified at the time of order based on the order volume. Normal use requirements will be ordered three (3) working days in advance of the required delivery date. Vendors SHALL complete fuel deliveries within the three (3) working day period of order placement. Emergency requirements or situations which cannot be scheduled in advance will necessitate 24 hour delivery. Cost for 24 hour emergency delivery shall be at a fixed up-charge fee. Vendors should enter the fixed up-charge fee on the pricing page and submit with bid. Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday. Deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of West Virginia, Division of Weights and Measures, and stamped with quantities, location, time (a.m./p.m.) date, driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket. A copy of the delivery ticket, signed by both the driver and a person from the receiving facility, should be left at the location receiving the fuel. Emergency requirements or situations which cannot be scheduled in advance will require 24 hour delivery.

Delivery tickets must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

Vendors must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank.

NOTE: All fuel deliveries shall be metered at the point of delivery and shall issue a printed ticket, to meet the Division of Labor requirements: Tanker trucks may make a delivery of a complete compartment and are permitted to use the allocation metered ticket from the loading point for this printed ticket. West Virginia Code 47-1-11 adopts NCWM Hand Book 130 part "Uniform Engine Fuels...Regulation". Section 3 of that Regulation, subparagraph 3.1.1 concerns documentation. A Bill of Lading from the terminal source locations is acceptable and shall contain quantities, location, time (a.m./p.m.) date, driver and product

**FUELHD09 Diesel & Heating Fuel
Specifications – Revised 09/15/2008**

DELAY OR FAILURE TO DELIVER: The vendor shall not be liable in damages for the delay of shipment or failure to deliver caused by fire, flood, Acts of God, Acts of Government, Act of an alien enemy, or by any other circumstances which in the opinion of the state agency is beyond the control of the contractor. The state agency may, in its discretion purchase the product on the market until such time product becomes available by the supplier. In the event the vendor is unable to drop fuel due to an error by the ordering agency a flat fee of \$250.00 may be charged.

INVOICING: Vendors of DOH fuel deliveries are encouraged to utilize a paperless invoice process, submitting the following information via e-mail to the DOH ordering locations:

- A. Delivery ticket number(s) for fuel delivery, date and time of delivery and DOH location of the delivery.
- B. Fuel types, total quantities, unit prices, applicable taxes, total prices, and the terminal source of supply for all deliveries.
- C. It is the intent of the Division of Highways to utilize the State Purchasing Card for all vendor reimbursement of fuels purchased.

NOTES: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of fuel in excess of the quantity requested via the telephone or electronic order.

Government entities other than the WVDOH, utilizing this contract, must have the option of formulating their invoicing procedures with the successful vendors.

REPORTING REQUIREMENTS: Winning bidders shall be required to submit quarterly reports to the Equipment Division in a format which shall be supplied. This report shall show the quantity of each product and the location (district) or agency to which it was delivered, and a total of each product for each quarter. This report **SHALL** also be sent to jo.a.adkins@wv.gov.

**FUELHD09 Diesel & Heating Fuel
Specifications – Revised 09/15/2008**

AWARD: The award will be a single award per Region/District (1 through 10)/per delivery method. Each Region/District will be split into tank transport and tank wagon pricing. Pricing will be from the source fuel was pulled from (terminal location).

FUELHD09 Pricing/Information Pages

Vendor: *R T Rogers Oil Co Inc.*

DISTRICT	TYPE OF FUEL:	ESTIMATED Needs: - Gallons 6 mo.	FIRM MARKUP PRICE PER GALLON: T/W	FIRM MARKUP PRICE PER GALLON: T/T
ONE	#1 Diesel/Kerosene	20,000	\$.2918	\$ 0.1632
ONE	#2 Diesel	225,000	\$.2482	\$ 0.1282
ONE	#2 Diesel/Winter Additive	1,000	\$.2991	\$ 0.1632
ONE	#1 Heating/Kerosene	5,000	\$.3163	\$ 0.1632
ONE	#2 Heating	1,000	\$.3446	\$ 0.1282
TWO	#1 Diesel/Kerosene	20,000	\$.2864	\$ 0.1667
TWO	#2 Diesel	150,000	\$.2444	\$ 0.1244
TWO	#2 Diesel/Winter Additive	1,000	\$.2972	\$ 0.1617
TWO	#1 Heating/Kerosene	10,000	\$.3428	\$ 0.1653
TWO	#2 Heating	1,000	\$.3741	\$ 0.1244
THREE	#1 Diesel/Kerosene	20,000	\$.3138	\$ 0.1924
THREE	#2 Diesel	240,000	\$.2724	\$ 0.1537
THREE	#2 Diesel/Winter Additive	1,000	\$.3154	\$ 0.1977
THREE	#1 Heating/Kerosene	1,000	\$.3117	\$ 0.1931
THREE	#2 Heating	1,000	\$.2831	\$ 0.1537
FOUR	#1 Diesel/Kerosene	45,000	\$.3588	\$ 0.1894
FOUR	#2 Diesel	275,000	\$.3712	\$ 0.1472
FOUR	#2 Diesel/Winter Additive	1,000	\$.3588	\$ 0.1891
FOUR	#1 Heating/Kerosene	10,000	\$.3588	\$ 0.1879
FOUR	#2 Heating	1,000	\$.3172	\$ 0.1472
FIVE	#1 Diesel/Kerosene	30,000	\$.3375	\$ 0.1986
FIVE	#2 Diesel	185,000	\$.2981	\$ 0.1581
FIVE	#2 Diesel/Winter Additive	1,000	\$.3368	\$ 0.1992
FIVE	#1 Heating/Kerosene	5,000	\$.3343	\$ 0.1977
FIVE	#2 Heating	10,000	\$.2981	\$ 0.1581
SIX	#1 Diesel/Kerosene	40,000	\$.3257	\$ 0.1776
SIX	#2 Diesel	140,000	\$.2837	\$ 0.1337
SIX	#2 Diesel/Winter Additive	1,000	\$.3241	\$ 0.1783
SIX	#1 Heating/Kerosene	1,000	\$.3268	\$ 0.1794
SIX	#2 Heating	1,000	\$.2837	\$ 0.1337
SEVEN	#1 Diesel/Kerosene	35,000	\$.3992	\$ 0.1977
SEVEN	#2 Diesel	245,000	\$.3876	\$ 0.1676
SEVEN	#2 Diesel/Winter Additive	1,000	\$.4213	\$ 0.1995
SEVEN	#1 Heating/Kerosene	1,000	\$.4198	\$ 0.1984
SEVEN	#2 Heating	1,000	\$.3876	\$ 0.1676
EIGHT	#1 Diesel/Kerosene	30,000	\$.3963	\$ 0.1973
EIGHT	#2 Diesel	185,000	\$.3588	\$ 0.1588
EIGHT	#2 Diesel/Winter Additive	1,000	\$.3972	\$ 0.1962
EIGHT	#1 Heating/Kerosene	15,000	\$.3934	\$ 0.1955
EIGHT	#2 Heating	1,000	\$.3588	\$ 0.1217
NINE	#1 Diesel/Kerosene	Page 1 of 2 30,000	\$.2674	\$ 0.1791

FUELHD09 Pricing/Information Pages

Vendor: <i>R T Rogers Oil Co, Inc</i>				
DISTRICT	TYPE OF FUEL:	ESTIMATED Needs: - Gallons 6 mo.	FIRM MARKUP PRICE PER GALLON: T/W	FIRM MARKUP PRICE PER GALLON: T/T
NINE	#2 Diesel	225,000	\$ 0.2364	\$ 0.1364
NINE	#2 Diesel/Winter Additive	1,000	\$ 0.2712	\$ 0.1753
NINE	#1 Heating/Kerosene	1,000	\$ 0.2689	\$ 0.1788
NINE	#2 Heating	5,000	\$ 0.2364	\$ 0.1364
TEN	#1 Diesel/Kerosene	2,000	\$ 0.3129	\$ 0.1946
TEN	#2 Diesel	175,000	\$ 0.2743	\$ 0.1543
TEN	#2 Diesel/Winter Additive	1,000	\$ 0.2993	\$ 0.1922
TEN	#1 Heating/Kerosene	1,000	\$ 0.3237	\$ 0.1931
TEN	#2 Heating	1,000	\$ 0.2743	\$ 0.1543
Minimum Gallonage for T/T Diesel & Heating Oil:			7,500	
Deliver gasoline and distillates on the same T/T Load?			Yes	✓
Able to split deliveries between multiple locations?			Yes	✓
Emergency Fee (Upcharge):			\$250	
Contract Coordinator:	<i>Greg Rogers</i>		Fax Number:	<i>304-466-1733</i>
Phone Number:	<i>304-466-1733</i>		Email Address:	<i>grogers@rtrogers.com</i>
Signature:	<i>Greg Rogers</i>			
Date:	<i>9-22-08</i>			
Submit (below) potential Terminals where vendor will be obtaining fuel:				
<i>1. Altoona, PA</i>				
<i>2. Ashland, KY</i>				
<i>3. Charleston, WV</i>				
<i>4. Marietta, OH</i>				
<i>5. Pittsburgh, PA</i>				
<i>6. Roanoke, VA.</i>				