



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
FUELTT12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 42 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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
07/14/2011				

BID OPENING DATE: 08/04/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-15		
<p>FUEL TRUCK TRANSPORT</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>BLANKET OPEN END STATEWIDE CONTRACT</p> <p>THE STATE OF WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN END STATEWIDE CONTRACT FOR UNLEADED GASOLINE, E-10, UNLEADED DIESEL, WINTERIZED DIESEL, B5 BIODIESEL, WINTERIZED B5 BIODIESEL, AND HEATING FUELS TO ALL WEST VIRGINIA STATE AGENCIES VIA TRANSPORT TRUCK DELIVERY PER THE ATTACHED SPECIFICATIONS.</p> <p>THIS CONTRACT SHALL BE BASED ON REGION AS CONTAINED IN THE ATTACHED SPECIFICATIONS. VENDORS MUST DELIVER TO THE ENTIRE REGION AS LISTED.</p> <p>THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE FOR QUESTIONS HAS LAPSED.</p> <p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFP SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	804-955-1442	8-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Director	32-0135618	

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



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# Request for Quotation

RFQ NUMBER  
**FUELTT12**

PAGE  
**3**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 42  
 804-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

PURCHASER

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/14/2011				

BID OPENING DATE: **08/04/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
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AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*[Handwritten Signature]*  
 .....  
 SIGNATURE  
*James River Solutions*  
 .....  
 COMPANY  
 .....  
 8-5-2011  
 .....  
 DATE

NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.

REV. 09/21/2009  
 EXHIBIT 3

LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD 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.

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.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Handwritten Signature]</i>	TELEPHONE 804-955-1142	DATE 8-5-11
TITLE Manager	FEIN 32-0138618	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

### INSTRUCTIONS TO BIDDERS

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



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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RFQ NUMBER  
**FUELTT12**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 42  
 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED <b>07/14/2011</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **08/04/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<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 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 SERVICE 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 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 TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE <b>804-955-1142</b>	DATE <b>8-5-11</b>
TITLE <b>Manager</b>	FEIN <b>32-0135219</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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**FUELTT12**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 42  
 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/14/2011				
BID OPENING DATE: 08/04/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT. SEE ADDITIONAL ORDERING INSTRUCTIONS CONTAINED IN SECTION IX OF THE ATTACHED</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT 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. 05/26/2009</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 EXTEN 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> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHIC</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	804-955-1142	8-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Monique Parker	32-015218	

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



State of West Virginia  
 Department of Administration  
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# Request for Quotation

RFQ NUMBER  
**FUELTT12**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

ALL STATE AGENCIES  
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07/14/2011				

BID OPENING DATE: **08/04/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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;">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: KRISTA FERRELL FOR FILE 42</p> <p>RFQ. NO.: FUELTT12</p> <p>BID OPENING DATE: 08/04/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	804-955-1142	8-5-11
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Partner	32-0138618	

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



State of West Virginia  
 Department of Administration  
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 2019 Washington Street East  
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 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**FUELTT12**

PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 BUYER 42  
 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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07/14/2011				

BID OPENING DATE: **08/04/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID:						
				804-955-1151	-----	
CONTACT PERSON (PLEASE PRINT CLEARLY):						
				Kitty Stallings	-----	
***** THIS IS THE END OF RFQ FUELTT12 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE 	TELEPHONE 804-955-1142	DATE 8-8-2011
TITLE Managing Director	FEIN 32-0138618	ADDRESS CHANGES TO BE NOTED ABOVE

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

**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

**This is a request for quotation to supply unleaded gasoline, E-10, unleaded diesel, winterized diesel, B5 biodiesel, winterized B5 biodiesel, and heating fuels to all West Virginia State Agencies and Political Subdivisions by Truck Transport delivery.**

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.

Vendors submitting Truck Transport (T/T) delivery quotes for any Region as listed above **shall be required to provide Truck Transport (T/T) deliveries to the entire Region as listed.**

**I. 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.



**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

## II. SCOPE

**2.1 UNLEADED GASOLINE** shall comply with the most recent ASTM D 4814-07a or the most current edition of the Standard Specifications for Automotive Gasoline. The minimum anti-knock octane for Unleaded Gasoline is 87. E-10, Ethanol Blend (87 Octane minimum) shall be an acceptable substitute fuel for unleaded gasoline. Whenever E-10 is delivered, it must be noted as E-10 Blended Fuel on the vendor's invoice.

**2.2 DIESEL** Fuel Oil shall comply with ASTM D 975-09 or the latest edition except the Minimum Octane 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.

### **2.3 Biodiesel B5**

Biodiesel blend shall be B5 composed of a vegetable-based 5% (B100) biodiesel fuel blend stock and 95% Ultra-Low Sulfur Fuel Oil (ULSD) or winter blend fuel oil for the time period of November 1 to February 28. The biodiesel (B100) fuel blend stock shall meet the requirements for B100 in ASTM D6751 Standard Specification for biodiesel. The biodiesel blend (B5) shall conform to the requirements of ASTM D975 Standard Specification for biodiesel blend B5.

Biodiesel fuel blending, mixing, or addition of additives shall be done at the vendor's location and/ or the refinery. Manifold or tank blending at time of delivery shall not be acceptable. Vendors shall provide biodiesel B5 quotes for those terminal sources (vendor pulls from to supply West Virginia) listed on the OPIS Weekly pricing publication at the time quotes are submitted. As of 07/11/2011, only Altoona (APA) and Pittsburg (PPA) terminals list weekly OPIS B5 prices. **Vendor mark-up quoted for the B5 products will not be a factor in the award of the FUELTT 12 Contract.** Deliveries of

**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

biodiesel shall be clearly marked as such on vendor's invoice and delivery ticket.

**2.4 SPECIAL REQUIREMENT OF THE DIVISION OF**

**HIGHWAYS:** During the period of November 1 to February 28, diesel motor fuels, including the biodiesel B5, shall be blended with a permissible diesel/biodiesel additive to reduce operability parameters (cloud point, cold filter plug point) and to increase winter operability, maintaining state/federal mandated regulatory specifications for on-road diesel fuel.

**2.5 HEATING OIL:** These specifications cover the grades #1, #2, #4, and #5 fuel oils for various types of fuel burning equipment. Heating oil specifications must meet the specifications of ASTM Heating Oil D396-09 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.

Fuel oil not meeting specifications is unacceptable 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.

**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

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

**III. 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.

**IV. 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.**

**4.1 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 ALL products, except B5 products, where the vendor does not pull product from the Altoona and Pittsburg Terminals for delivery to a region.**

Vendors must indicate the minimum delivery quantity for two (2) locations within 20 miles proximity delivered via Truck Transport (T/T).

Additionally, vendors shall bid a fixed up-charge fee (see Vendor Quote Sheet) for Truck Transport delivery to a maximum of four (4) locations within 30 miles proximity.

**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

The bid prices for one Region shall not be conditioned on the award of any other Region.

**V. REPORTING REQUIREMENTS:** Winning bidders **shall** be required to submit quarterly reports to the WV Department of Transportation Finance & Administration Division in a format which shall be supplied. This report shall show the quantity and cost of each product and the location (district/non-DOH deliveries separated and combined by location) to which it was delivered, and a total of each product for each quarter, for each contract award. This report **SHALL** also be sent to the Purchasing Division, Attention: krista.s.ferrell@wv.gov.

**VI. AWARD:** The award will be a single award per Region/District (1 through 10). Pricing will be from the source fuel was pulled from (terminal location). The biodiesel B5 product quotes will not be a factor in the award process. The winning bidder for any (T/T) region will also be awarded the B5 biodiesel product if quoted.

**VII. 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 on the invoice.

**VIII. 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. In addition, state agencies are responsible for the Federal L.U.S.T. Fee which is assessed at 0.001/cents per gallon. No other fuel taxes or fees shall be charged to state agencies.

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.

**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

**IX. AGENCY ORDERING PROCEDURE:** The Division of Highways, district locations – one (1) point of contact for orders, per district, 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 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

**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

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

**X. VENDOR ACKNOWLEDGEMENT PROCEDURE:** The vendor must e-mail agency upon receipt of order showing order received, and giving tentative delivery information. **Receipt of the vendor's acknowledgement showing the vendor's scheduled delivery date/time is important, as this allows the agency to insure staff will be available for the scheduled delivery.**

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:

Average rack price from OPIS report + State Excise Tax for  
 Motor Fuel (if applicable) + Federal L.U.S.T. Fee  
 + Vendors mark-up as quoted in contract  
 = price per gallon delivered

**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

**XI. 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. The three (3) working day period shall start the next business day after receipt of order. Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday.

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.

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, must be left at the location receiving the fuel. 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.

Delivery errors by the vendor's delivery personnel or agents/sub contractors shall be the responsibility of the vendor and must be corrected to the agency's satisfaction.

A penalty fee of \$250 (reduction of invoice), can be imposed for failure to provide delivery of fuel within the three (3) working day period of order

**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

placement, unless such delay is attributable to terminal allocations. Vendors can submit documentation related to allocation issues to avoid the penalty.

**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.

**XII. 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.

**XIII. 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.



**FUELTT 12**  
**Truck Transport Delivery of:**  
**Gasoline, E-10, Diesel, Winterized Diesel,**  
**Biodiesel B5, Winterized B5 & Heating Fuels**  
**Specifications**

**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.

Should fuel products become unavailable from a quoted terminal location, (in the event of an Emergency Declaration by the Governor) the wholesale fuel vendor shall have the option to pull fuel products from the next closest terminal location. If that fuel terminal location was not quoted as a potential source of supply, the agency shall reimburse the wholesale vendor the OPIS price for that terminal location as well as the additional transport expenses associated with the deliveries and documented by the vendor.

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  
**FUELTT12**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 BUYER 42  
 304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/25/2011				

BID OPENING DATE: **08/09/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-15		
<p style="text-align: center;">ADDENDUM NO. 1</p> <p>THIS ADDENDUM IS ISSUED TO:</p> <p>1.) CLARIFY THE DEADLINE FOR TECHNICAL QUESTIONS</p> <p>TECHNICAL QUESTIONS CONCERNING THIS RFQ SHALL BE SUBMITTED TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 07/26/2011 AT THE CLOSE OF BUSINESS.</p> <p>2.) EXTEND THE BID OPENING DATE</p> <p>BID OPENING DATE IS EXTENDED TO: 08/09/2011          BID OPENING TIME REMAINS: 1:30 PM</p> <p>3.) PROVIDE A COPY OF THE BID SHEET INADVERTANTLY OMITTED FROM THE ORIGINAL RFQ.</p> <p>NOTE: ALL TECHNICAL QUESTIONS SHALL BE ANSWERED BY SUBSEQUENT ADDENDUM.</p> <p>***** END ADDENDUM NO. 1 *****</p>						
<p style="text-align: center;">SEE REVERSE SIDE FOR TERMS AND CONDITIONS</p>						

SIGNATURE: TELEPHONE: 804-955-1142 DATE: 8-8-2011

TITLE: Marnie Porter FEIN: 32-0105618 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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

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

### INSTRUCTIONS TO BIDDERS

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

FUEL 12 VENDOR QUOTE SHEET - James River Solutions

VENDOR:				
DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/T Markup Bid per Gallon	Potential Terminal Locations fuel will be pulled from
ONE	Unleaded Gasoline/E 10	201,000		
	No. 2 Diesel	50,000		
	No. 2 Diesel w/ Winter add.	170,000		
TWO	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	33,000		
	No. 2 Diesel w/ Winter add.	120,000		
THREE	Unleaded Gasoline/E 10	166,000		
	No. 2 Diesel	63,000		
	No. 2 Diesel w/ Winter add.	181,000		
FOUR	Unleaded Gasoline/E 10	243,000		
	No. 2 Diesel	87,000		
	No. 2 Diesel w/ Winter add.	245,000		
FIVE	Unleaded Gasoline/E 10	167,000		
	No. 2 Diesel	55,000		
	No. 2 Diesel w/ Winter add.	143,000		
	No. 2 Heating**	25,500		
SIX	Unleaded Gasoline/E 10	127,000		
	No. 2 Diesel	52,000		
	No. 2 Diesel w/ Winter add.	110,000		
SEVEN	Unleaded Gasoline/E 10	207,000		
	No. 2 Diesel	98,000		
	No. 2 Diesel w/ Winter add.	184,000		
EIGHT	Unleaded Gasoline/E 10	126,000		
	No. 2 Diesel	58,000		
	No. 2 Diesel w/ Winter add.	170,000		
	No. 1 Heating/Kerosene**	12,000		
	No. 2 Heating**	440,000		
NINE	Unleaded Gasoline/E 10	173,000		
	No. 2 Diesel	75,000		
	No. 2 Diesel w/ Winter add.	210,000		
	No. 2 Heating**	20,000		
TEN	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	68,000		
	No. 2 Diesel w/ Winter add.	145,000		

• 1202 RVA, APA, FVA  
 • 1155 AKY, MOH  
 • 1185 CWV, PPA

Minimum gallonage for T/T delivery: Gas 8000 Diesel 7200

Able to split deliveries between multiple locations? YES  NO

Minimum Qty: T/T delivery for 2 locations within 20 mile proximity: SAME ABOVE Gals.

Minimum Qty: T/T delivery for 4 locations within 30 mile proximity (upcharge): \$100 per location after 1st delivery

Emergency Delivery Fee (upcharge): 500.00

- Terminal Abbreviations:
- Altoona, PA - APA
  - Ashland, KY - AKY
  - Charleston, WV - CWV
  - Fairfax, VA - FVA
  - Marletta, OH - MOH
  - Pittsburgh, PA - PPA
  - Roanoke, VA - RVA

Vendor Contact/Coordinator: KATH STUBING

Telephone Number: 804-955-1151

Fax Number: 804-622-1003



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
FUELTT12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42 304-558-8802

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOA	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF ADDENDUM NO. 1 (FUELTT12),						
2.) PROVIDE AMENDED PRICING SHEETS PER THE ATTACHED.						
BID OPENING DATE REMAINS: 08/09/2011						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		405-15		
FUEL TRUCK TRANSPORT						
***** THIS IS THE END OF RFQ FUELTT12 ***** TOTAL:						_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
	804-985-1142	8-8-2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Manager of Purch	32-0135618	

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

**RFQ: FUELTT12**  
**Addendum No. 2**  
**Technical Questions and Answers**

- 1.) What happened to the 800 gallon minimum order requirement in order to qualify for contract purchases? All previous contracts contained this provision?
  - a. Irrespective of the method of transport, the minimum delivery quantity shall be 800 gallons. Vendors should remind ordering agencies that less than 800 gallons can be delivered as "off contract" purchases.
- 2.) Why are the bids being opened on separate dates? Historically, these are due on the same date and time. For those of us who hand deliver our bids and stay for the opening one bid opening date is more convenient and time effective.
  - a. While the Purchasing Division may open bids on any specified date and time, both the FUELW12 and FUELTT12 bids will open on 08/09/2011 at 1:30 pm.
- 3.) The first paragraph of each RFQ specifies unleaded diesel and it should be ultra low sulfur diesel.
  - a. Unleaded diesel is a typographical error and is herein replaced by "ultra low sulfur diesel"
- 4.) B5 Biodiesel on the tankwagon RFQ (FUELW12) will be difficult to obtain for most vendors who do not inventory B5 Biodiesel at their bulk plants (virtually all of us). B5 is readily available in some (PA) terminaling areas and can be readily accessed and delivered via transport deliveries only.
  - a. Agree. B5 Biodiesel is stricken from FUELW12, but remains a part of FUELTT12.
- 5.) There are no bid sheets included in either RFQ.
  - a. Bid sheets were provided as a part of Addendum, but revised bid sheets are included as a part of this addendum.

**FUELTT 12 VENDOR QUOTE SHEET**  
**Biodiesel Blend 5%**

VENDOR:				
DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/T (Inject-Blend) Markup Bid per Gallon	(See Terminals Listed Below) Potential Terminal Locations fuel will be pulled from
ONE	No. 2 Biodiesel	1,000		
	No. 2 Biodiesel w/ Winter add.	1,000		
TWO	No. 2 Biodiesel	1,000		
	No. 2 Biodiesel w/ Winter add.	1,000		
THREE	B5 Biodiesel	1,000		
	B5 Biodiesel w/ Winter add.	1,000		
FOUR	B5 Biodiesel	1,000		
	B5 Biodiesel w/ Winter add.	1,000		
FIVE	B5 Biodiesel	1,000		
	B5 Biodiesel w/ Winter add.	1,000		
SIX	B5 Biodiesel	1,000		
	B5 Biodiesel w/ Winter add.	1,000		
SEVEN	B5 Biodiesel	1,000		
	B5 Biodiesel w/ Winter add.	1,000		
EIGHT	B5 Biodiesel	1,000		
	B5 Biodiesel w/ Winter add.	1,000		
NINE	B5 Biodiesel	1,000		
	B5 Biodiesel w/ Winter add.	1,000		
TEN	B5 Biodiesel	1,000		
	B5 Biodiesel w/ Winter add.	1,000		

Minimum gallonage for T/T delivery: \_\_\_\_\_

Able to deliver gasoline and distillates on the same T/T load? YES \_\_\_\_\_ NO \_\_\_\_\_

Able to split deliveries (T/T) between multiple locations? YES \_\_\_\_\_ NO \_\_\_\_\_

Minimum Qty: T/T delivery for 2 locations within 20 mile proximity: \_\_\_\_\_ Gals.

Minimum Qty: T/T delivery for 4 locations within 30 mile proximity (upcharge): \_\_\_\_\_

Emergency Delivery Fee (upcharge): \_\_\_\_\_

Terminal Abbreviations:  
Altoona, PA - APA      Pittsburgh, PA - PPA  
B5 Biodiesel Products

Vendor Contact/Coordinator: V.A. Stallings e-mail: vstallings@jrcpro.com

Telephone Number: 804-955-1181

Fax Number: 804-622-1003

Signature/Date: [Signature]

*No Bid  
James River Solutions*

FUELTT 12 VENDOR QUOTE SHEET

VENDOR:				
DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/Y Markup Bid per Gallon	Potential Terminal Locations fuel will be pulled from
ONE	Unleaded Gasoline/E 10	201,000		
	No. 2 Diesel	50,000		
	No. 2 Diesel w/ Winter add.	170,000		
TWO	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	93,000		
	No. 2 Diesel w/ Winter add.	120,000		
THREE	Unleaded Gasoline/E 10	166,000		
	No. 2 Diesel	63,000		
	No. 2 Diesel w/ Winter add.	181,000		
FOUR	Unleaded Gasoline/E 10	243,000		
	No. 2 Diesel	87,000		
	No. 2 Diesel w/ Winter add.	245,000		
FIVE	Unleaded Gasoline/E 10	167,000		
	No. 2 Diesel	55,000		
	No. 2 Diesel w/ Winter add.	143,000		
	No. 2 Heating**	25,500		
SIX	Unleaded Gasoline/E 10	127,000		
	No. 2 Diesel	52,000		
	No. 2 Diesel w/ Winter add.	110,000		
SEVEN	Unleaded Gasoline/E 10	207,000		
	No. 2 Diesel	98,000		
	No. 2 Diesel w/ Winter add.	184,000		
EIGHT	Unleaded Gasoline/E 10	126,000		
	No. 2 Diesel	58,000		
	No. 2 Diesel w/ Winter add.	170,000		
	No. 1 Heating/Kerosene**	12,000		
	No. 2 Heating**	440,000		
NINE	Unleaded Gasoline/E 10	173,000		
	No. 2 Diesel	75,000		
	No. 2 Diesel w/ Winter add.	210,000		
	No. 2 Heating**	20,000		
TEN	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	68,000		
	No. 2 Diesel w/ Winter add.	145,000		

*reversed amounts from 10070)*

*1202  
1755  
1755  
APA, AKY, RVA  
CWV, FVA  
MOH, PPA*

\*\* Quantities represent Other Agency Estimated Quantities  
 Minimum gallonage for T/T delivery: 500-8000 Diesel 7300  
 Able to split deliveries between multiple locations? YES  NO   
 Minimum Qty: T/T delivery for 2 locations within 20 mile proximity: same as above Gals.  
 Minimum Qty: T/T delivery for 4 locations within 30 mile proximity (upcharge): \$100 per location after 1st delivery  
 Emergency Delivery Fee (upcharge): 500.00

- Terminal Abbreviations:  
 Altoona, PA - APA      Fairfax, VA - FVA  
 Ashland, KY - AKY      Marietta, OH - MOH  
 Charleston, WV - CWV      Pittsburgh, PA - PPA  
 Roanoke, VA - RVA

Vendor Contact/Coordinator: Tracy E. Little  
 Telephone Number: 803-371-1145  
 Fax Number: 803-371-1003  
 Signature/Date: [Signature]





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
FUELTW12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
BUYER 42
304-558-8802

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/28/2011				

BID OPENING DATE: 08/09/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (FUELTW12)		
				2.) PROVIDE AMENDED PRICING SHEETS PER THE ATTACHED		
				BID OPENING DATE REMAINS: 08/09/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		405-15		
				FUEL TANK WAGON		
				***** THIS IS THE END OF RFQ FUELTW12 ***** TOTAL:		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
	804-955-1172	8-8-2011
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Managing Director	32-0155218	

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

**RFQ: FUELW12**  
**Addendum No. 2**  
**Technical Questions and Answers**

- 1.) What happened to the 800 gallon minimum order requirement in order to qualify for contract purchases? All previous contracts contained this provision?
  - a. Irrespective of the method of transport, the minimum delivery quantity shall be 800 gallons. Vendors should remind ordering agencies that less than 800 gallons can be delivered as "off contract" purchases.
- 2.) Why are the bids being opened on separate dates? Historically, these are due on the same date and time. For those of us who hand deliver our bids and stay for the opening one bid opening date is more convenient and time effective.
  - a. While the Purchasing Division may open bids on any specified date and time, both the FUELW12 and FUELTT12 bids will open on 08/09/2011 at 1:30 pm.
- 3.) The first paragraph of each RFQ specifies unleaded diesel and it should be ultra low sulfur diesel.
  - a. Unleaded diesel is a typographical error and is herein replaced by "ultra low sulfur diesel"
- 4.) B5 Biodiesel on the tankwagon RFQ (FUELW12) will be difficult to obtain for most vendors who do not inventory B5 Biodiesel at their bulk plants (virtually all of us). B5 is readily available in some (PA) terminaling areas and can be readily accessed and delivered via transport deliveries only.
  - a. Agree. B5 Biodiesel is stricken from FUELW12, but remains a part of FUELTT12.
- 5.) There are no bid sheets included in either RFQ.
  - a. Bid sheets were provided as a part of Addendum, but revised bid sheets are included as a part of this addendum.

FUELTW 12 VENDOR QUOTE SHEET

*James River Solutions*

VENDOR:				
DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/W Markup Bid per Gallon	Potential Terminal Locations fuel will be pulled from
ONE	Unleaded Gasoline/E 10	201,000		
	No. 2 Diesel	50,000		
	No. 2 Diesel w/ Winter add.	170,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	2,556		
TWO	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	33,000		
	No. 2 Diesel w/ Winter add.	120,000		
	No. 1 Heating/Kerosene	1,000		
	No. 2 Heating	1,500		
THREE	Unleaded Gasoline/E 10	166,000		
	No. 2 Diesel	63,000		
	No. 2 Diesel w/ Winter add.	181,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	2,200		
FOUR	Unleaded Gasoline/E 10	249,000		
	No. 2 Diesel	87,000		
	No. 2 Diesel w/ Winter add.	245,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	5,000		
FIVE	Unleaded Gasoline/E 10	167,000		
	No. 2 Diesel	55,000		
	No. 2 Diesel w/ Winter add.	143,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	25,500		
SIX	Unleaded Gasoline/E 10	127,000		
	No. 2 Diesel	52,000		
	No. 2 Diesel w/ Winter add.	110,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	2,000		
SEVEN	Unleaded Gasoline/E 10	207,000		
	No. 2 Diesel	98,000		
	No. 2 Diesel w/ Winter add.	184,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	1,000		
EIGHT	Unleaded Gasoline/E 10	126,000		
	No. 2 Diesel	58,000		
	No. 2 Diesel w/ Winter add.	170,000		
	No. 1 Heating/Kerosene	12,000		
	No. 2 Heating	440,000		
NINE	Unleaded Gasoline/E 10	173,000		
	No. 2 Diesel	75,000		
	No. 2 Diesel w/ Winter add.	210,000		
	No. 1 Heating/Kerosene**	1,000		
	No. 2 Heating**	20,000		
TEN	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	68,000		
	No. 2 Diesel w/ Winter add.	145,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	1,000		

\*\* Quantities represent Other Agency Estimated Quantities

Emergency Delivery Fee (upcharge): \_\_\_\_\_

Terminal Abbreviations:

- Altoona, PA - APA
- Ashland, KY - AKY
- Charleston, WV - CWV
- Fairfax, VA - FVA
- Marietta, OH - MOH
- Pittsburgh, PA - PPA
- Roanoke, VA - RVA

*No Bid T/W James River Solutions*

Vendor Contact/Coordinator: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Signature/Date: \_\_\_\_\_

*James River Solutions*  
 804.985.1111  
 804.632.1003



August 8, 2011

RFQ – FUELTT12 – FUELW12

James River Solutions is pleased to provide this RFQ for delivery of fuel products to the State of West Virginia.

James River Solutions strives to provide customized solutions to meet the needs of its municipal, state, and federal customers in an ever changing energy market, one in which rising energy costs challenge our customer's energy budgets. Market research, communication, ongoing education, and frequent product updates are the core elements of our approach. We pride ourselves on the personal interaction in being able to meet with our state agencies face to face and scheduling routine site visits to discuss any and all fueling issues.

Many entities today are fixated more on saving a penny per gallon on fuel costs than on effectively managing the overall costs associated with their energy needs. This is where James River Solutions can help. We are a wholly-owned subsidiary of James River Petroleum, which focuses on retail operations and wholesale fuel service to hundreds of commercial fuel users across the United States. We have more than 30 years of industry experience and are headquartered just north of Richmond, Virginia in Ashland. We endeavor to exceed the expectations presented in this IFB.

Sincerely,



Tracy G. Little, Managing Partner,  
James River Solutions

RECEIVED  
AUG - 9 A 9:36  
DIVISION  
STATE OF WV

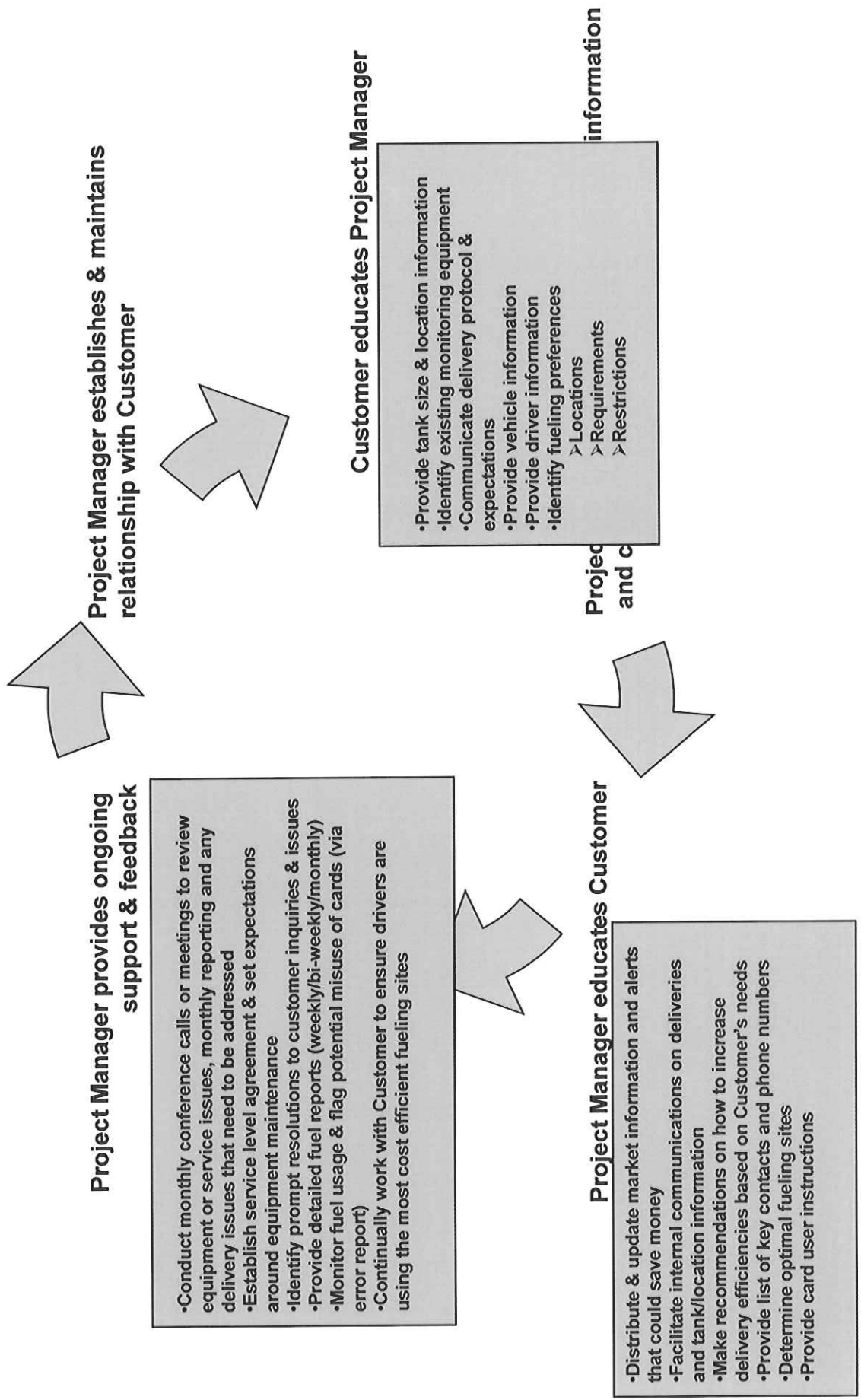


I. PURPOSE:

The purpose of our response to this RFQ FUELTT12 is to provide to the state of West Virginia a concise and efficient method for providing various fuel products. This could be on an as needed basis, or scheduled delivery, whichever is determined by the ordering entity. James River Solutions will provide fuel and data management services to maintain the minimum level of capacity requested at all times.

- Project Management Methodology (see attachment Project Management Process)
- Tankwagon and Transport capabilities
- Adequate fuel allocations at all terminals across the state (listed) and other terminals.
  - Altoona, PA
  - Ashland, KY
  - Charleston, WV
  - Fairfax, VA
  - Marietta, OH
  - Pittsburgh, PA
  - Roanoke, VA
- 24 hour delivery capability upon notification and/or automatic fueling schedule. Ex. Fueling at a specific site every Tues. and Thurs. during the months of October through March.
- Documented emergency response procedures (see attachment Emergency/Priority Delivery Service Policy and Oil Spill Response Plan)
- Proposed “roll out” time for delivery – Two week maximum upon receipt of contract due to current agencies we deliver to on an on-going basis.

# Project Management Process





P.O. BOX 7200 • RICHMOND, VIRGINIA • 23221-0200 • 804-358-9000

## EMERGENCY/PRIORITY DELIVERY SERVICE POLICY GENERAL INFORMATION

IF UNEXPECTED EMERGENCY DEVELOPES THE FOLLOWING STEPS WILL BE IMPLEMENTED

- FILL ALL ON SITE FUEL STORAGE TANKS
- CONTACT CUSTOMERS TO BEGIN FUELING THEIR TANKS, EMERGENCY GENERATORS AHEAD OF IMPENDING WEATHER
- AQUIRE ADDITIONAL STORAGE CAPABILITY IF POSSIBLE
- CUSTOMER SERVICE MEETING TO GO OVER EMERGENCY AND EMERGENCY/PRIORITY DELVIERY SERVICE POLICY
- CONTACT TERMINALS TO CONFIRM OUR SUPPLY REQUIREMENTS NEEDED FOR OUR HOSPITALS, EMERGENCY RESPONSE CUSTOMERS AND OTHER PUBLIC SAFETY FACILITIES
- CONTACT PARTNERS TO AID IN FUEL DELIVERIES TO ALL PRIORITY CUSTOMERS. ARRANGE MOBILE FUELING ON SITE WHEN NECESSARY
- BEGIN ALLOCATION DELIVERIES AND SUPPLY CUSTOMERS IN THE FOLLOWING ORDER.
  - HOSPITALS
  - EMERGENCY RESPONSE FACILITIES
  - PRISONS
  - FUELING STATIONS
  - CONTRACT CUSTOMERS OUTSIDE OF ABOVE LIST
  - NON CONTRACT CUSTOMERS
  - OTHER CUSTOMERS AS SUPPLY DICTATES

## Oil Spill Prevention and Response Plan

### Scope

This plan is designed to inform interested people, including employees that Eastern Transportation is complying with the Oil Spill Prevention and Response Plan requirement of Title 40 Code of Federal Regulations Section 130. The requirements specify communication, packaging and emergency response for all operations involving the transport of oil and the offering or acceptance of all for transportation.

### Responsibilities

The transportation and petroleum distribution manager is responsible for all transportation related operations, the constant review and update of this program, and any directed training associated with the transport of Hazardous Materials.

### Program Objectives

Under this program our employees will be informed of the contents of DOT's oil prevention and response rules, appropriate packing procedures to prevent accidental release to the environment, and actions to take in the event of a spill or the threat of one. We encourage all suggestions; we are committed to good corporate citizenship and environmental stewardship that will foster the success of our oil prevention and response program. We strive for clear understanding, safe behavior, and involvement in the program from every level of the company.

### Communication Requirements

In order for our prevention and control efforts to succeed, it is important that we know when, where, and the destination of all shipments that we accept. The petroleum distribution manager is the person responsible for accepting loads for transport and insuring proper packing and labeling of transport vehicles, including driver training. Transport documents will be legible and carried within reach of each driver during operation of his vehicle at all times.

### Transport Equipment

Although we take every precaution to prevent an oil discharge, we are prepared in the event one should occur. For instance we are very careful that trailers, hoses, and tractors are maintained at the highest level of maintenance possible. Hoses and fittings checks are part of the driver's pre-check walk around. All checks are done in accordance with DOT's requirements.

### Definitions

**Spill Level 1:** Any spill that is not caused by an accident with the public, is not environmentally threatening, and the driver can maintain and dispose of with use of the onboard spill containment kit.

**Spill Level 2:** Any spill that is not caused by an accident with the public, cannot be contained by the driver, is environmentally threatening and creates a hazardous condition to the public.



**Spill Level 3:** Any spill as a direct result of an accident involving the general public with or without injuries.

**Preventative Measures and Response**

==== **Spill Level 1** =====

- Shut off spill at the source
- Stop all operations
- Contain the spill
- Warn the public if necessary
- Clean up the spill
- Place contaminated supplies in disposable bag and return to terminal for proper disposal
- Inform Distribution Manager
- Continue operation once authorized

**Contact Numbers**

Name	Title	Office	Cell	Home
Jimmy C. Williams	Manager	1-804-748-7321	1-804-640-2056	1-804-748-3298

==== **Spill Level 2** =====

- Control the spill if possible at source; if it can't be stopped totally - try to reduce the flow
- Stop all operations
- Utilize containment kit to contain or divert flow away from waterways, sewers, and drains
- Warn the public and route traffic away from the hazardous area until a local authority arrives
- Contact local emergency crew - DAIL 911
- Contact Terminal Manager
- Have MSD available for emergency response teams

**Contact Numbers**

Name	Title	Office	Cell	Home
Local Response .....		911		
Jimmy C. Williams	Manager	1-804-748-7321	1-804-640-2056	1-804-748-3298
Lloyd Little	President	1-804-358-9000		

**Primary Emergency Recovery and Disposal Services**

LCM Corporation	1-804-275-5380
24 Hour Service	1-800-888-7689
Anthony King (Project Manager)	1-804-400-9181

**Secondary Emergency Recovery and Disposal Service**

IMS Services	1-804-752-2351
Bob Creech (Project Manager)	1-804-752-2352
VA Dept of Emergency Services	1-804-674-2499
Emergency Only	1-804-674-2400
VA Pollution Response Office	1-804-527-5200
National Response Center	1-804-424-8802

==== Spill Level 3 =====

- Render First Aid if necessary
- Clear area of all personnel if necessary
- Control the spill if possible at source; if it can't be stopped totally - try to reduce the flow
- Stop all operations
- Utilize containment kit to contain or divert flow away from waterways, sewers, and drains.
- Warn the public and route traffic away from the hazardous area until a local authority arrives
- Contact local emergency crew DAIL 911
- Contact Terminal Manager
- Have MSD available for emergency response teams

**Contact Numbers**

Name	Title	Office	Cell	Home
Local Response .....		911		
Jimmy C. Williams	Manager	1-804-275-7023	1-804-640-2056	1-804-748-3298
Lloyd Little	President	1-804-358-9800		

Primary Emergency Recovery and Disposal Services

LCM Corporation	1-804-275-5380
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Emergency Only	1-804-674-2400
VA Pollution Response Office	1-804-527-5200
National Response Center	1-804-424-8802

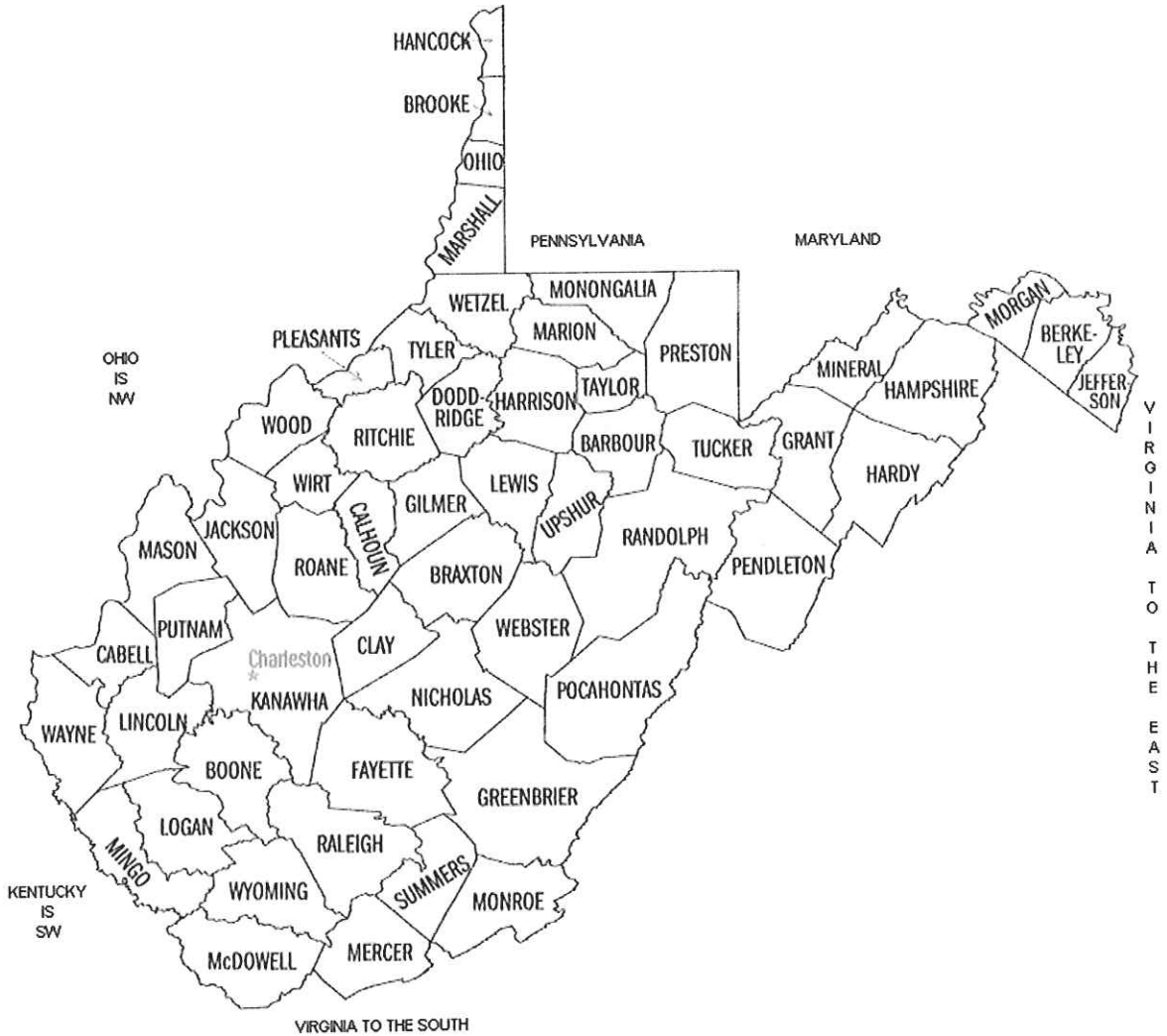
Primary Wrecker Service

Jenkins Wrecker Service	1-804-275-9244
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II. BACKGROUND:

James River Solutions is a small, woman owned fuel supplier based out of Ashland, Virginia with the capability of handling multiple state contracts. We handle both commercial and government contracts in the state of West Virginia and have delivered to multiple districts under the previous contract,





### III. GENERAL INFORMATION:

James River Solutions has been established as a SWAM certified company since 2006. Our SWAM certification number is #649287. Tracy G. Little is the Managing Partner of James River Solutions and has been since 2004. We have a workforce of 45 plus in the Commonwealth of Virginia. Attached is a protocol sheet with contacts and departments that agencies work with on a daily basis. (see attachment Protocol and Dedicated Org Chart)





**Title: Protocol for Ordering Fuel**

Scope of Services: James River Solutions shall agree and maintain sufficient quantities of fuel necessary for normal operations at all locations, unless otherwise mandated.

**Ordering** – Monday through Friday 8:00am – 5:00pm call customer service **804-358-9000**

**Customer Service Representatives:**

Courtney Munch 804-955-1141      [courtney@jrpetro.com](mailto:courtney@jrpetro.com)  
Heather Coolbaugh 804-955-1168      [hcoolbaugh@jrpetro.com](mailto:hcoolbaugh@jrpetro.com)  
Terri Sanderson 804-955-1139      [tsanderson@jrpetro.com](mailto:tsanderson@jrpetro.com)

**Operations Manager** – Darlene Harris 804-955-1148      [darlene@jrpetro.com](mailto:darlene@jrpetro.com)

**Account Information:**

Kitty Stallings (804) 955-1151 (cell) 804-986-6372      [kstallings@jrpetro.com](mailto:kstallings@jrpetro.com)  
Tracy Little (President) 804-955-1142 (cell) 804-399-8900      [tracy@jrpetro.com](mailto:tracy@jrpetro.com)

**Project Management** – Contact Kristen Dillon 804-955-1130      [kdillon@jrpetro.com](mailto:kdillon@jrpetro.com)

**Project Management** – Contact Julie Borill 804-955-1147      [jborill@jrpetro.com](mailto:jborill@jrpetro.com)

**Dispatch Support** – Jimmy Williams 804-640-2056 (cell)      [jwilliams@jrpetro.com](mailto:jwilliams@jrpetro.com)

**Emergency after hours or weekend** – 804-393-1150. If no one answers please leave a message and your call will be returned ASAP.

**Fax:** 804-622-1003      **Toll Free:** 1-800-825-5599

**James River Solutions Federal Tax ID is:** 32-0135618

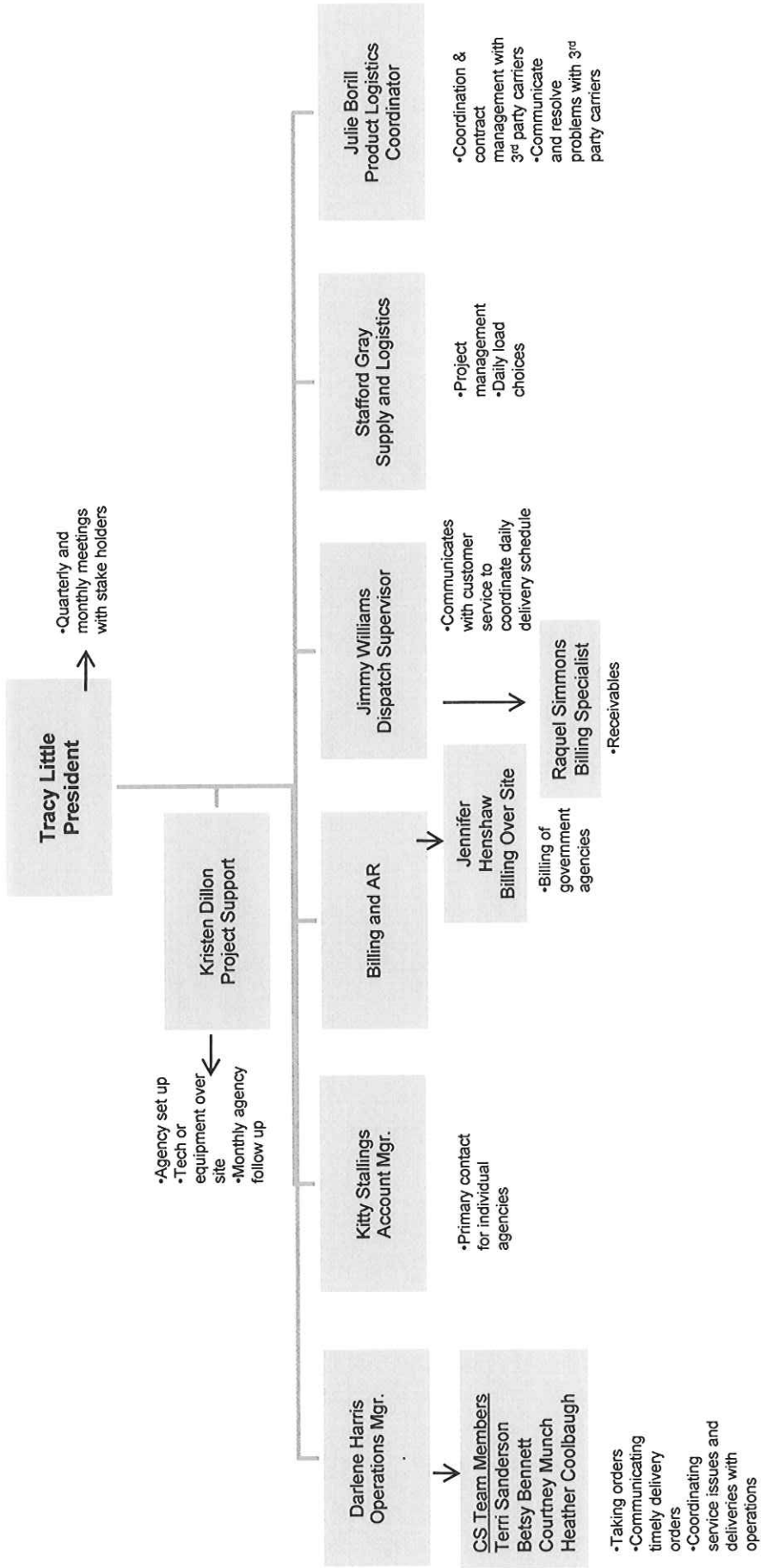
**SWAM Certification #649287** – Small Woman Owned Company (VA)

**Billing Address:**      **PO Box 7200**  
   **Richmond, Virginia 23221**

**Physical Address:**      **10487 Lakeridge Parkway Suite 100**  
   **Ashland, Virginia 23005**



# Dedicated Org. Chart for West Virginia





IV. STATEMENT OF NEEDS:

a. Supply Requirements:

James River Solutions works with all government agencies to understand their fueling needs. We have all agencies and their specific tank information entered in our accounting DM2 system. We will regularly request customer service to update this information. We will help all agencies evaluate whether it is more beneficial to receive deliveries of fuel on a “will call” or an “automatic” basis. James River Solutions will keep requested tank levels maintaining the minimum level of capacity requested at all times. We can monitor all tanks with SMARTank technology, Symbology bar coding and metered tank readings. Products included in this proposal to the State of West Virginia are: Gasoline E10 (unleaded) and Diesel Fuel ULSD, and ULSD with Winter Additive

b. Fueling Requirements:

1. James River Solutions already delivers fuel to West Virginia and hope to continue the relationship moving forward. We also are looking forward to the opportunity that other agencies will attach to the contract and we will strive to exceed all expectations.
2. All fuel delivered conforms to ASTM standards. We will be glad to submit the MSDS sheets upon request.
3. James River will furnish a letter of certification upon request
4. No price adjustment will be made for temperature allowable for fuel oil as specified under the publication by the American Society for Testing Materials.

c. **Conditions of Delivery:**

1. Delivery window will be 7:30am and 5:00pm, unless otherwise indicated and special arrangements are required
2. The invoices will include the following: (see attachment – ex. of invoice)
  - a. The name of the fuel supplier – will be on Bill of Laden (BOL)
  - b. The date the fuel is ordered and shipped
  - c. The volume: Gross (is what West Virginia has requested in the past)
  - d. Sulfur content when required
3. If pump is required for above ground tank information will be provided
4. We will supply fuel histories on each agency and location (see attachment ex. monthly reporting)
5. Please review Emergency Procedures. (see previous attachment)

d. **Facilities:**

1. James River Solutions is capable of delivering to all agencies that require various fueling sites to West Virginia. Our experience and dedication to ensuring supply and on time deliveries has been established for over 8 years.
2. We have ample supply of products across the state of West Virginia and surrounding states and we have the capability to bring fuel in from “other” resources if necessary.

e. **Certification Requirements:**

1. James River Solutions is very familiar with the fuel certification certificate. Any agency that requests a letter of certification we can deliver.

f. **Fuel orders and delivery:**

1. It is advisable to place orders with James River Solutions via our protocol sheet to ensure that all information is documented. (see attachment Protocol Sheet)



2. Agencies are encouraged to call James River Solutions to place order and give specifics so that deliveries are documented and scheduled accordingly. We will provide a contact list to all agencies and update any changes as they occur.
3. All orders placed with James River will be delivered within a 48 hour time frame. Cut off time for ordering is 3:00pm daily. We will designate morning or afternoon deliveries and note any specifics for the locations receiving fuel. Ex. please call before arriving to access entry to fuel tanks.
4. Delivery window will be 7:30am – 5:00pm unless special delivery arrangements are specified. Emergency and/or special delivery arrangements are up to the ordering agency and will be worked out on an individual basis.

g. **Special Needs:**

1. Customer Service: Any billing and/or delivery issues that might occur will be addressed immediately. All contact information (see protocol sheet) will be supplied to each and every agency and delivery site.
2. Contract will have language addressing fuel spills and emergency deliveries. Please refer to the Emergency / Priority Delivery Service Policy and Oil Spill Response address in index I.
3. At any time James River will provide a usage report for product and deliveries. These reports will be provided upon request.



## SMARTank Technology

SMARTank is a completely wireless tank-level monitoring system designed to provide our customers with the ultimate in flexibility and performance. SMARTank monitors require no external power, telephone connection or control boxes. Simple installation and unparalleled ease of use puts SMARTank in a class of it's own. What SMARTank enables you to do is the following:

- Increase accurate delivery by 40%
- Eliminate costly emergency deliveries
- Consolidate dispatching functions
- Never run out of product
- Never need to stick tanks
- Never need to call or fax orders
- Minimize down time so operations run at peak performance

SMARTank is the simplest, most dependable solution available to distributors and their customers. It is completely wireless with flexible features that make it easy to install and implement in a variety of configurations on single tanks as well as multi-tanks. The secure website makes tracking activity second nature.



Tank Details - Windows Internet Explorer

smarttank.net

File Edit View Favorites Tools Help

Logged in as Molly Sheppard | My Profile | Logout

Administrative Contact: Not assigned | Phone:

Currently Selected Organization: James River Petro

Global Search MIN Number

Return To Tank List | Previous Tank | Next Tank

SMART LOGIX

SMART PRODUCTS | PROFESSIONAL SERVICES | RESOURCE AREA | NEWS & EVENTS | CORPORATE INFO | CONTACT US

Home | Tanks | Users | Organizations | Locations

James River Petro

Details | Permissions | History | Usage | Setup | Alarms | Service

Tank Details

Titan America  
 Location: Titan America Portsmouth  
 101 Chausaucus Ave., Portsmouth, VA - 23707  
 Product/SQU: On Road Diesel - 0.85000

Tank Name: Titan America  
 Cellular ID: 2568072248  
 Location: Titan America Portsmouth  
 Organization: James River Petro  
 Serial Number: 707330244  
 Address: 101 Chausaucus Ave., Portsmouth, VA - 23707  
 Number: 1  
 Product/SQU: On Road Diesel - 0.85000

Tank Status

Inventory Time: 7/8 2010 6:59:09 AM

Primary Location Contact: Not Assigned

Alarm Status: 1: Low Alarm

Comm Status:  OK

Maintenance Status:  OK

Sensor Status:  OK

Level: 25.2 in

Inventory: 2055.0 gal

Tank Type: Standard Horizontal Cylindrical Tank

Tank Height: 95.0 in

Tank Number: 1

Region: -----

Route: -----

User Defined: -----

User Defined (B): -----

Key Note: -----

Inventory

Inventory Time: 7/8 2010 6:59:09 AM

Tank Level

10000 gal  
7500 gal  
5000 gal  
2500 gal  
0 gal

2095 gal 21%

Signal Strength

0 5 10

Battery Level

0% 50% 100%

97%

Done

start

Inbox - Mc... | S: Intern... | 070710 | June fuel re... | June reports | My Docume... | 2010 projec... | Documents... | Documents... | Internet | 100%

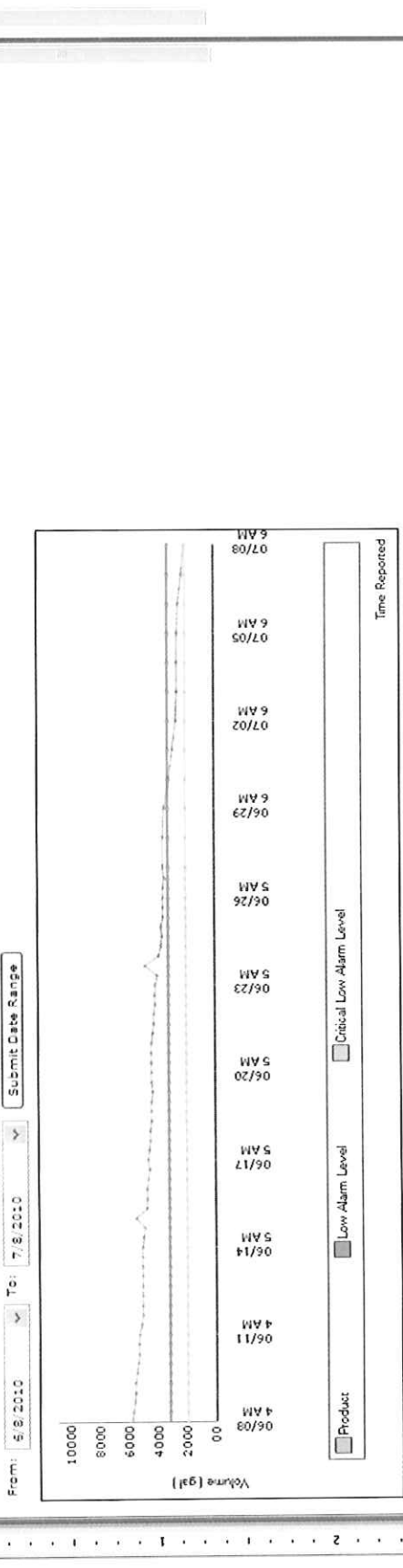
11:22 AM

**Tank Details**

Titan Amexics  
 Organization: James River Petro  
 Tank Name: Titan Amexics  
 Cellular ID: 2568075248  
 Location: Titan Amexics Portsmouth  
 Address: 101 Chaubaudus Ave., Portsmouth, VA - 23707  
 Product/SGU: On Road Diesel - 0.85000

**Tank History**

Date Range  
 From: 6/8/2010 To: 7/8/2010 Submit Date Range



**Add Inventory Record**

Show Inactive Records

Status	Inventory Time	Level	Inventory	Sg	Temperature	RSSI	Min #	RTU ID	Source	Active
LA	7/8/2010 6:39:09 AM (Th)	35.2 in	2095.0 gal	20.99 %	58.00 F	1.0	2568075248	707330044	CI	Remove
LA	7/7/2010 6:39:09 AM (W)	26.4 in	2240.9 gal	22.41 %	58.00 F	1.0	2568075248	707330044	CI	Remove
LA	7/6/2010 6:39:09 AM (Tu)	26.2 in	2445.8 gal	24.45 %	58.00 F	1.0	2568075248	707330044	CI	Remove
LA	7/5/2010 6:39:09 AM (M)	26.8 in	2524.4 gal	25.24 %	58.00 F	1.0	2568075248	707330044	CI	Remove
LA	7/4/2010 6:40:09 AM (Su)	29.0 in	2593.3 gal	25.93 %	58.00 F	1.0	2568075248	707330044	CI	Remove
LA	7/3/2010 6:39:09 AM (Sa)	29.0 in	2545.0 gal	25.45 %	58.00 F	1.0	2568075248	707330044	CI	Remove
LA	7/2/2010 6:39:09 AM (F)	29.8 in	2647.0 gal	26.47 %	58.00 F	1.0	2568075248	707330044	CI	Remove
LA	7/1/2010 6:39:09 AM (Th)	31.9 in	2903.1 gal	29.03 %	58.00 F	1.0	2568075248	707330044	CI	Remove
LA	6/30/2010 6:39:09 AM (W)	34.1 in	3195.8 gal	31.95 %	58.00 F	1.0	2568075248	707330044	CI	Remove
OK	6/29/2010 6:39:09 AM (Tu)	35.4 in	3472.5 gal	34.73 %	58.00 F	1.0	2568075248	707330044	CI	Remove

Results per page: 100 Export to Excel

Tank Usage - Windows Internet Explorer

smartlogix.com/smartlogix/SmartTankUsage.aspx?TankID=20674

File Edit View Favorites Tools Help

Administrative Contact: Not assigned | Phone: | Currently Selected Organization: James River Petro

Global Search MIN Number

Return To Tank List | Previous Tank | Next Tank

SMART LOGIX

SMART PRODUCTS | PROFESSIONAL SERVICES | RESOURCE AREA | NEWS & EVENTS | CORPORATE INFO | CONTACT US

Home | Tanks | Users | Organizations | Locations

James River Petro

Details | Permissions | History | Usage | Setup | Alarms | Service

**Tank Details**

Titan America  
 Titan America Portsmouth  
 101 Chausseus Ave., Portsmouth VA - 23707  
 On Road Diesel - 0.85000

Tank Name: Titan America  
 Organization: James River Petro  
 Cellular ID: 2568073248  
 Serial Numbers: 707330044  
 Product/SOU: :  
 Number: :

**Tank Usage**

Date Range: From: 6/8/2010 To: 7/8/2010 Filter

**Information**

Capacity: 10000.0 gal  
 Low Alarm: 32 %  
 Critical Low Alarm: 20 %  
 Level: 25.2 in  
 Transport Status: No Status

**Inventory Information**

Available Capacity: 7905.0 gal  
 Status: Low Alarm  
 Inventory Time: 7/8/2010 6:29:09 AM  
 Inventory: 2055.0 gal  
 Active Days: S M T W T F S

**Estimated Delivery Information**

Number of Fills: 2  
 Last Fill Date: 5/25/2010  
 Last Fill Amount: 656.8 gal  
 Total Fill Amount: 1412.4 gal  
 Avg Fill Amount: 706.2 gal/gal/day  
 Max Fill Amount: 858.8 gal  
 Avg Time Between Fills: 9.0 days  
 Avg Inventory: 3885.5 gal

**Estimated Usage Information**

Time Span: 30.0 days  
 Actual Date Range: 6/8/2010 - 7/7/2010  
 Total Active Usage: 5215.4 gal  
 Total Inactive Usage: 0.0 gal  
 Avg Daily Usage: 173.8 gal/day  
 Max Daily Usage: 1441.4 gal  
 Re-Order Flow: \* Time to Low Alarm (LA):  
 \* Time to Critical Low Alarm (CLA): 0.5 days  
 \* Time to Empty: 10.1 days

\* Values are in number of active days, not calendar days.

Done



# INVOICE

P.O. Box 7200  
 Richmond, VA 23221  
 Phone 804-358-9000

**DATE:** June 15, 2011  
**INVOICE #S030229**

**Bill To:** West Virginia DOH- District 10  
 270 Hardwood Lane  
 Princeton, WV 24740

**Ship To: Beckley-Raleigh CTY 1041**  
 379 Market Rd.  
 Beckley, WV 25801

**Account #: 74485**

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SALESPERSON	BOL. NUMBER	SHIP DATE	TERMS	
91	Piedmont	341321	07/06/2011	NET 30

QUANTITY	LOCATION #	DESCRIPTION	UNIT PRICE	AMOUNT
4301	Beckley/Raleigh	87E10	\$ 2.9842	12,835.04
		FED LUST FEE	\$ 0.0010	4.30
		WV EXCISE TAX	\$ 0.2050	881.71
		WV HIGHWAY FEE	\$ 0.1170	503.22
				<b>14,224.27</b>
3401	Beckley/Raleigh	N02ULS	\$ 3.1683	10,775.39
		FED LUST FEE	\$ 0.0010	3.40
		WV EXCISE TAX	\$ 0.2050	697.21
		WV HIGHWAY FEE	\$ 0.1170	397.92
				<b>11,873.91</b>
			<b>TOTAL</b>	<b>\$ 26,098.18</b>

COPY

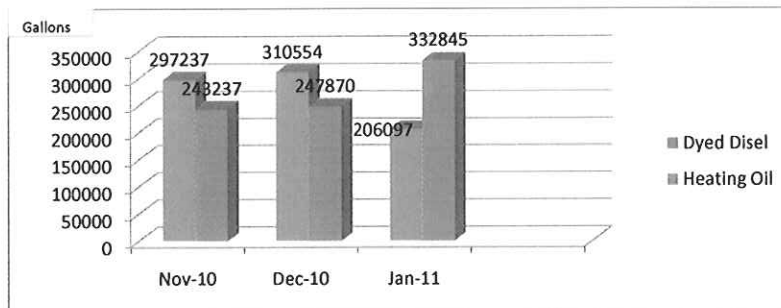
THANK YOU FOR YOUR BUSINESS!

**Commonwealth of Virginia Dyed Diesel and Heating Oil Contract Usage  
January 2011**

			Dyed Diesel		Heating Oil	
			Gallons	Cost	Gallons	Cost
30578	Science Museum of VA	Richmond	0	\$0	0	\$0
45246	City of Hopewell	HOPEWELL	774	\$2,211	0	\$0
50708	Deerfield Correction Center	Capron	2,459	\$7,206	0	\$0
51095	City of Hopewell	HOPEWELL	0	\$0	0	\$0
51102	VA Veterans Care Center	Roanoke	0	\$0	0	\$0
54007	Dept of Corrections Academy of Staff Development	Crozier	0	\$0	3,831	\$10,922
54031	ABC Store	Richmond	0	\$0	1,958	\$6,045
54065	Barrett (Hanover) Correction Center	Hanover	0	\$0	1,702	\$5,017
54073	Bon Air Juvenile Correctional Center	Bon Air	159	\$463	1,138	\$3,334
54106	Library of Virginia	Richmond	0	\$0	0	\$0
54148	VA Museum of Fine Arts	Richmond	0	\$0	325	\$963
54164	VA Dept of State Police 1st Div HQ	Glen Allen	0	\$0	0	\$0
54172	VA Dept of State Police	Richmond	9,286	\$27,526	2,462	\$7,388
54205	Virginia State University	Petersburg	0	\$0	0	\$0
54213	James River Correctional	State Farm	30,188	\$87,211	1,748	\$5,234
54255	J Sargeant Reynolds Comm College	RICHMOND	0	\$0	0	\$0
54263	Hanover Juvenile Correctional	Hanover	0	\$0	2,906	\$8,537
54289	Reception&Diagnostic Center Business Office	Bon Air	0	\$0	5,725	\$16,765
54297	VDOT Richmond	Richmond	0	\$0	0	\$0
54718	Southside Virginia Training Center	Petersburg	1,979	\$5,692	0	\$0
54825	Virginia Community College	Midlothian	0	\$0	0	\$0
57407	Virginia Dept of Corrections	Richmond	0	\$0	0	\$0
59338	Powhatan Correctional Center	STATE FARM	1,161	\$3,398	82,215	\$238,603
59619	Goochland County	GOOCHLAND	125	\$371	0	\$0
60608	Greensville Correctional	Jarratt	2,609	\$7,483	7,577	\$21,756
60624	Eastern State Hospital	WILLIAMSBURG	0	\$0	0	\$0
60666	William & Mary	WILLIAMSBURG	0	\$0	0	\$0
60690	VCU	Richmond	0	\$0	0	\$0
60757	Richard Bland College	Petersburg	422	\$1,245	0	\$0
60799	Woodrow Wilson Rehab Center	FISHERVILLE	0	\$0	0	\$0
60806	Patrick Henry Correctional Facility	Ridgeway	2,568	\$7,616	0	\$0
61193	Southwest VA Training Center	Hillsville	0	\$0	14,316	\$43,150
61284	Longwood Univeristy	Farmville	113	\$337	46,582	\$132,351
61474	Bridgewater College	Bridgewater	0	\$0	0	\$0
61507	Stafford Diversion Center	Stafford	0	\$0	1,594	\$4,769
61565	Wise Correctional Facility	Coburn	1,530	\$4,789	955	\$3,026
61614	Appalachian Detention Center	Honaker	315	\$938	0	\$0
61763	University of Virginia	Charlottesville	47,391	\$140,417	0	\$0
61771	Piedmont Geriatrics Hospital	Burkeville	22,851	\$66,534	1,145	\$3,507
61797	Beaumont Juvenile Correctional	Beaumont	0	\$0	20,480	\$60,322
61937	VA Dept of Forestry	Charlottesville	0	\$0	133	\$407
62068	VDOT Lynchburg	Lynchburg	0	\$0	9,770	\$27,885
62092	Brunswick/Deerfiled Correctional Center	Capron	0	\$0	30,691	\$88,634
62117	Nottoway Correctional Center	Burkeville	0	\$0	0	\$0
62159	Deep Meadow Correctional	State Farm	0	\$0	0	\$0
62208	Mountain Empire Community Coll	BigStoneGap	4,299	\$13,491	892	\$2,700
62315	Blue Ridge Community College	Weyers Cave	0	\$0	0	\$0
62331	VDOT Northern VA	Manassas	0	\$0	4,995	\$15,529
62381	Virginia State University	Petersburg	0	\$0	0	\$0
62456	VA State Police Appomatox District	Appomatox	0	\$0	327	\$949
62597	Dept of Forestry - Cville	CHARLOTTESVILLE	0	\$0	0	\$0
62703	Deerfield Correctional Center		0	\$0	0	\$0
62729	Radford University	RADFORD	0	\$0	0	\$0
62779	Dabney Lancaster Community College	CLIFTON FORGE	0	\$0	0	\$0
62787	VDOT Fredericksburg	Fredericksburg	807	\$2,464	1,829	\$5,579
62810	Old Dominion University	Norfolk	0	\$0	0	\$0

## Commonwealth of Virginia Dyed Diesel and Heating Oil Contract Usage January 2011

			Dyed Diesel		Heating Oil	
			Gallons	Cost	Gallons	Cost
62993	Gunston Hall Agency 417	Mason Neck	0	\$0	946	\$2,916
63016	Mecklenburg Correctional Center	BOYDTON	0	\$0	47,536	\$121,264
63248	Catawba Hospital	Catawba	0	\$0	22,680	\$66,551
63313	Dept of Game & Inland Fisheries	POWHATAN	0	\$0	727	\$2,193
63321	Germanna Community College	Locust Grove	0	\$0	1,380	\$4,033
63454	Cold Springs Corrections	GREENVILLE	0	\$0	0	\$0
63652	Galax Health Dept	Galax	0	\$0	0	\$0
63727	Onancock Armory Dept Of Military Affairs	Blackstone	0	\$0	1,800	\$5,848
63785	Tidewater Community College	Norfolk	410	\$1,221	0	\$0
63917	Baskerville Correctional	Baskerville	1,027	\$3,139	0	\$0
64014	State Military Reservation	VA Beach	0	\$0	0	\$0
64676	Pocahontas State Park	CHESTERFIELD	0	\$0	0	\$0
64775	Mason Neck State Park	LORTON	0	\$0	250	\$781
64981	Haynesville Correctional Center	Haynesville	0	\$0	3,650	\$11,161
65236	Halifax Correctional	Halifax	0	\$0	0	\$0
65517	VDOT Ladysmith	Ladysmith	0	\$0	300	\$869
65765	Rappahannock Communtiy College	Warsaw	0	\$0	2,986	\$9,285
65806	VDOT Middleburg	Middleburg	0	\$0	0	\$0
66086	VDOT Staunton	Staunton	0	\$0	0	\$0
66193	King & Queen Fish Hatchery	STEVENSVILLE	0	\$0	0	\$0
66333	Central VA Training Center	MADISON HEIGHT	75,061	\$228,470	0	\$0
66557	Mary Washington University	FREDERICKSBURG	0	\$0	0	\$0
67539	Lunenburg Correctional	VICTORIA	0	\$0	0	\$0
67597	Fluvanna Correctional	Troy	0	\$0	0	\$0
67878	VDOT Hampton Roads	Hampton Roads	0	\$0	1,763	\$5,006
68454	Central VA Community College	LYNCHBURG	0	\$0	0	\$0
68579	Christopher Newport Univ	Newport News	0	\$0	433	\$1,293
70665	Dept of Forestry - Tappahannock	PROVIDENCE FOR	0	\$0	0	\$0
71241	Coursey springs Fish Hatchery	MILLBORO	0	\$0	0	\$0
71902	Sussex State Prison I	WAVERLY	0	\$0	0	\$0
72059	Belle Isle State Park	LANCASTER	65	\$186	0	\$0
72075	Leesylvania State Park	WOODBIDGE	0	\$0	0	\$0
72348	Dept of Forestry - Crimora	CRIMORA	0	\$0	0	\$0
72380	Shenandoah River State Park	BENTONVILLE	0	\$0	188	\$604
72629	Southwest Community College	Richland	0	\$0	0	\$0
76279	Nottoway County Public Schools	NOTTOWAY	0	\$0	0	\$0
76283	Dept of Forestry - Cumberland, VA	CUMBERLAND	0	\$0	903	\$2,662
76290	Buckingham Correctional Center	DILLWYN	500	\$1,451	0	\$0
76293	VA Correctional Enterprises	RICHMOND	0	\$0	0	\$0
76309	Staunton River Battlefield State Park	RANDOLPH	0	\$0	0	\$0
76331	Chesterfield Womens Det & Div Center	CHESTERFIELD	0	\$0	2,008	\$5,969
<b>TOTALS January 2011</b>			<b>206,097</b>	<b>\$613,857</b>	<b>332,845</b>	<b>\$953,806</b>



COPY



# 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: James River Solutions

Signed: [Signature]

Date: 8-8-2011

Title: Managing Director

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

FUELTT12

RFQ No. \_\_\_\_\_

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

**West Virginia Code §5A-3-10a states:** No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: James Dieter Solutions

Authorized Signature: [Signature] Date: 8-8-2011

State of VA

County of Hanover, to-wit:

Taken, subscribed, and sworn to before me this 8<sup>th</sup> day of August, 2011.

My Commission expires 6/30/2013, 20  .

AFFIX SEAL HERE



NOTARY PUBLIC Darlene Harris