



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

Solicitation

NUMBER
FUELTT13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
FRANK WHITTAKER 304-558-2316

*709014845 304-636-2600

GUTTMAN OIL COMPANY
 PO BOX 1728

ELKINS WV 26241

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

DATE PRINTED
07/22/2013

BID OPENING DATE: 08/20/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		405-15		
FUEL TRUCK TRANSPORT REQUEST FOR QUOTATION (RFQ) BLANKET OPEN-END STATEWIDE CONTRACT THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS, TO ESTABLISH OPEN-END CONTRACTS TO PROVIDE STATE AGENCIES WITH UNLEADED GASOLINE/E10, NO.2 DIESEL, NO. 2 DIESEL WITH WINTER ADDITIVE, NO. 1 HEATING/KEROSENE, AND NO. 2 HEATING OIL BY FUEL TRUCK TRANSPORT PER THE ATTACHED DOCUMENTATION. THE CONTRACT MAY BE UTILIZED BY WEST VIRGINIA STATE AGENCIES AND ALL POLITICAL SUBDIVISIONS OF THE STATE IN ALL 55 COUNTIES. 11/20/13 12:05:14PM West Virginia Purchasing Division ***** THIS IS THE END OF RFQ FUELTT13 ***** TOTAL:						

SIGNATURE <i>Frank Whittaker</i>	TELEPHONE 800-296-5823	DATE 11-20-13
TITLE BRANCH MANAGER	FEIN 25-0956510	ADDRESS CHANGES TO BE NOTED ABOVE

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

ATTACHMENT A

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of State Agencies and Political Subdivisions to establish an open-end contract for Truck Transport (T/T) of motor and heating fuels as defined below.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below.
 - 2.1 **“Contract Item” or “Contract Items”** means the list of items identified in Section 3, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantities, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official RFQ published by the Purchasing Division and identified as FUELTT13.
3. **GENERAL REQUIREMENTS:**
 - 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

3.1.1 UNLEADED GASOLINE

3.1.1.1 Shall comply with the most recent ASTM D 4814-07a or the most current edition of the State 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 for unleaded gasoline. Whenever E-10 is delivered, it must be noted as E-10 Blended Fuel on the vendor’s invoice.

3.1.2 DIESEL FUEL OIL

3.1.2.1 Shall comply with ASTM D975-09 or the latest edition except the Minimum Cetane Rating shall be 40, maximum of .05 weight of sulfur, a maximum aromatic content of 35 volume percent, and free of visible evidence of blue dye 1.4 dialkylamine-anthraquinone. Only clear (white) low sulfur diesel fuel is acceptable. 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.

3.1.3 SPECIAL REQUIREMENTS

3.1.3.1 During the period of November 1 to February 28, agencies *may* require winterized diesel motor fuels. If required, the diesel fuel shall be blended with a permissible diesel 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.

Any after- market additive used shall be identified by brand or trade name and manufacturer's purchase/exchange. An additive, if used, shall be Environmental Protection Agency (EPA) approved, and compatible with the refiner's product. Additives which increase emissions of sulfur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted.

3.1.5 HEATING FUEL OILS

3.1.5.1 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 Standards 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.

3.2 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.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on **all** Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost per Region/District as identified in Section 7.5 and as shown on the Pricing Pages. Pricing will be based from the source/terminal fuel is pulled from. Vendor's terminal sources must be listed on the Pricing Pages for each Region/District quoted. The terminal sources identified by the vendor in the third column of the Pricing Pages for each Region/District are the only terminals from which product can be pulled for the awarded Region/District. If a natural disaster or other event causes successful vendor's quoted terminal source(s) to be unavailable, vendor must contact the Purchasing Division and request a waiver for a stated period of time. The bid prices for any one Region/District shall not be conditioned on the award of any other Region/District.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by completing the vendor's quotes for all contract items per each Region/District the vendor can provide Truck Transport (T/T) delivery. Prices quoted for a Region/District shall be the delivered price to all locations within the Region/District. The vendor shall bid a firm fixed markup (percentages not acceptable) for business profit and expenses to supply the products via Truck Transport (T/T) delivery to the State Agencies and Political Subdivisions. The vendor shall add the quoted fixed markup bid to the hypothetical OPIS product prices listed on the Pricing Page and record the extended price (last column of Pricing Page) for each product and each Region/District the vendor quotes. Vendor's terminal/rack sources for product must be listed on the

Pricing Page for each Region/District quoted. Applicable taxes and fees (see Item 5.3 of these specifications) payable by the State, will not be included in vendor's quotes.

Vendors should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address:

Frank.M.Whittaker@wv.gov

Bids are requested for ALL products 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 Pricing Page) for Truck Transport (T/T) delivery to a maximum of four (4) locations within 30 miles proximity.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Catalog originally submitted with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.1.1 All West Virginia State Agencies utilizing this contract will place their own orders with the approved contract vendor for the specific Region/District. Orders shall be placed Monday through Friday. Pricing of orders will be based on the Weekly OPIS Average Rack Price as of the DAY OF ORDER. West Virginia State Agencies utilizing this contract must purchase an OPIS license allowing the agency access to OPIS Weekly Average Rack Prices. Please contact OPIS at: 888-301-2654.

The West Virginia Division of Highways, district organizations will establish one (1) point of contact and one (1) back-up individual for orders, per DOH district.

5.1.2 Vendor Acknowledgement Procedure: The vendors must e-mail State agencies and political subdivisions upon receipt of an order, showing order confirmation and providing 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.**

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card. Payment in advance is not permitted.

Payment shall be made based on the rack/terminal that the fuel order is pulled from. Vendors shall not pull fuel from racks/terminals other than those quoted on the Pricing Page, without the express approval of the Purchasing Division. If vendors bid multiple rack/terminal sources, the vendor’s invoice will be based on the lowest price, or the vendor shall provide proof of the rack/terminal the product is pulled from on the invoice.

5.3 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 the State Excise Tax. The current State Excise Tax amount paid by State agencies is \$0.205 per gallon. West Virginia State agencies currently pay a variable rate component of the Motor Fuel Excise Tax on motor fuel sold or used of \$0.142 per gallon. State agencies are also responsible for the Federal L.U.S.T. Fee, which is assessed at \$0.001 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 conditions relating to taxes and fees.

5.4 Verification of Product Pricing: Since the commodities listed on this contract are subject to weekly price changes, State Agencies utilizing the contract must be able to verify product pricing using the OPIS Weekly Average Price (as of day of order). The actual product price is computed as follows:

Average rack/terminal price from OPIS	+
State Excise Tax (motor fuels only)	+
Federal L.U.S.T. Fee	+
Vendor’s mark-up as quoted in contract	=
Price per Gallon, delivered	

5.5 Invoicing: Vendors are encouraged to utilize a paperless invoice process, submitting the following information via e-mail to the ordering locations:

Delivery ticket number(s) for fuel delivery, date and time of delivery and DOH or other ordering location.

Fuel types, total quantities, unit prices, applicable taxes, total prices, and the terminal source of supply for all deliveries.

Vendors shall process invoices within three (3) business days, maximum, of the delivery date.

NOTE: Under no circumstances will the State Agencies accept, or pay for quantities of fuel in excess of the quantity requested via the telephone or electronic order.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within three (3) working days after orders are received. The three (3) working day period shall commence the next business day after receipt of order. Vendor shall deliver emergency orders within 24 hours after order placement. Cost for a 24 hour Emergency Delivery shall be a fixed up-charge fee. Vendors should enter on the Pricing Page, the fixed up-charge fee for Emergency (24 hour) Delivery of product. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday.

6.2 Delivery Tickets Required: 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.

Tanker trucks may make a delivery of a complete compartment and are permitted to substitute the allocation metered ticket from the loading point for the metered delivery 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 concerning documentation. A bill of Lading from the terminal source location is acceptable and shall contain quantities, location, time (a.m./p.m.) date, driver, and product.

The State Agency or Political Subdivision reserves the right to inspect bulkheads and to measure contents of tanks before, and the time of and/or after delivery. The State Agency or Political Subdivision measurements at the time of delivery shall prevail.

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.

6.3 Fuel Tank Requirements: Vendors must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank. All Truck Transport (T/T) fuel deliveries to underground storage tanks shall be made using a vapor recovery nozzle. Truck Transport (T/T) deliveries to underground storage tanks without a properly equipped vapor nozzle will be denied by the state agency.

6.4 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

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

Vendors 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 circumstance which in the opinion of the State Agency is beyond the control of the vendor. The State Agency may, purchase the needed products on the open market, until such time as products become available by the vendor/supplier.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.5 Emergency Declarations: Should product become unavailable from a quoted terminal/rack location, in the event of a Declared Emergency (By the Governor), or other natural disaster, the vendor shall have the option to pull products from the next closest terminal/rack location. If that terminal/rack location was not quoted as a source of supply the vendor must seek a waiver (see Item 4.1) from the Purchasing Division prior to utilizing a non-quoted rack/terminal for State delivery. Upon approval by Purchasing Division, the State Agency shall reimburse the vendor the OPIS price for that terminal/rack location as well as the additional transport expenses associated with the deliveries as documented by the vendor.

6.6 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location.

6.7 Return of Unacceptable Items: Delivery errors by the vendor's delivery personnel or agents/subcontractors shall be the responsibility of the vendor and must be corrected to the agency's satisfaction. If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall make arrangements for the return within two (2) days of being notified that items are unacceptable. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

- 6.8 **Return Due to Agency Error:** Vendors may charge a \$250 fee for errors on the part of State Agencies which disallow delivery of ordered product.
- 6.9 **Spillage and Cleanup:** The vendor shall be responsible for all spillage, which may occur during transit and unloading operations. The vendor shall immediately report any spillage to the office that ordered the fuel and clean up the spillage according to applicable EPA and State guidelines and requirements. Failure to do so will initiate corrective action and back charge to the vendor of any incurred cost.

7. **MISCELLANEOUS:**

- 7.1 **No Substitutions:** Vendor shall supply only Contract Items submitted in response to the RFQ unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 7.2 **Vendor Supply:** Vendor must carry sufficient inventory and/or have access to the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.
- 7.3 **Product Quality:** Fuels supplied shall be free from contamination. State Agencies and Political Subdivision shall reserve the right to sample, inspect and test fuel quality, in accordance with Federal Specifications upon delivery, prior to unloading. Should test results show the fuel contains contamination, it will be rejected. Samples will be taken without prior notices.

Contamination is defined as any element, which enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dyes.

The awarded vendor shall be responsible for the removal of the fuels from State Agency or Political Subdivision property within two (2) working days after requested to do so should laboratory test results show fuel contains any level of contaminants. The vendor shall also be responsible for all cleanup required to all State Agency or Political Subdivision property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the vendor shall be fully responsible for any and all costs incurred by the State Agency or Political Subdivision for any equipment sustaining damage, which is attributed to a contaminated fuel(s), which the vendor has delivered.

- 7.4 **Reports:** Vendor shall provide quarterly reports and summaries for the contract period to the WV Department of Transportation Finance & Administration Division. This report shall also be sent to the Purchasing Division, Attention: Frank.M.Whittaker@wv.gov . This report shall show the quantities and total cost of each product and the location (DOH District/non-DOH deliveries - separate reports) of delivery, and a total of each product for each quarter, for each contract award. Failure to supply such reports may be grounds for cancellation of this Contract.

- 7.5 Delivery Regions/Districts:** 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.

- 7.6 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: DARROLL L. TALBOTT
Telephone Number: (800) 296-5823
Fax Number: 304-636-8133
Email Address: dtalbott@guttmanoil.com

VENDOR: GUTTMAN OIL COMPANY						PAGE 1 OF 3
DISTRICT/ REGION	FUEL TYPE	Terminal Locations Fuel Is To Be Pulled From	Six Month's ESTIMATED NEEDS (gals.)	OPIS Hypothetical Terminal Cost	Fixed Firm Markup Per Gallon From OPIS	Extended
ONE	Unleaded Gasoline/E 10	CWV	201,000	\$2.7000	.1448	571,804.80
	No. 2 Diesel	CWV	220,000	\$3.1100	.1482	716,804.00
	No. 2 Diesel w/ Winter add.	CWV	1,000	\$3.1100	.1782	3,288.20
					Total District One	1,291,897.00
TWO	Unleaded Gasoline/E 10	CWV	214,000	\$2.7000	.1753	615,314.20
	No. 2 Diesel	CWV	153,000	\$3.1100	.1789	503,201.70
	No. 2 Diesel w/ Winter add.	CWV	1,000	\$3.1100	.2089	3,318.90
					Total District Two	1,121,834.80
THREE	Unleaded Gasoline/E 10	MOH	166,000	\$2.7000	.1699	476,403.40
	No. 2 Diesel	MOH	244,000	\$3.1100	.1785	802,394.00
	No. 2 Diesel w/ Winter add.	MOH	1,000	\$3.1100	.2085	3,318.50
					Total District Three	1,282,115.90
FOUR	Unleaded Gasoline/E 10	PPA	243,000	\$2.7000	.1399	690,095.70
	No. 2 Diesel	PPA	332,000	\$3.1100	.1588	1,085,241.60
	No. 2 Diesel w/ Winter add.	PPA	1,000	\$3.1100	.1888	3,298.80
					Total District Four	1,778,636.10

VENDOR: GUTTIMAN OIL COMPANY						Page 2 of 3
DISTRICT	FUEL TYPE	Terminal Locations Fuel Is To Be Pulled From	Six Month's ESTIMATED NEEDS (gals.)	OPIS Hypothetical Terminal Cost	Fixed Firm Markup Per Gallon From OPIS	Extended
FIVE	Unleaded Gasoline/E 10	APA	167,000	\$2.7000	.1658	478,588.60
	No. 2 Diesel	APA	198,000	\$3.1100	.1774	650,905.20
	No. 2 Diesel w/ Winter add.	APA	1,000	\$3.1100	.2074	3,317.40
	No. 2 Heating**	APA	1,000	\$3.1200	.1774	3,297.40
					Total District Five	1,136,108.60
SIX	Unleaded Gasoline/E 10	PPA	127,000	\$2.7000	.1194	358,053.80
	No. 2 Diesel	PPA	162,000	\$3.1100	.1332	525,398.40
	No. 2 Diesel w/ Winter add.	PPA	1,000	\$3.1100	.1632	3,273.20
					Total District Six	886,735.40
SEVEN	Unleaded Gasoline/E 10	RVA PPA	207,000	\$2.7000	.1425	588,397.50
	No. 2 Diesel	RVA PPA	280,000	\$3.1100	.1450	911,400.00
	No. 2 Diesel w/ Winter add.	RVA PPA	1,000	\$3.1100	.1750	3,285.00
					Total District Seven	1,503,082.50

VENDOR: GUTMAN OIL COMPANY						Page 3 of 3
DISTRICT	FUEL TYPE	Terminal Locations Fuel Is To Be Pulled From	Six Month's ESTIMATED NEEDS (gals.)	OPIS Hypothetical Terminal Cost	Fixed Firm Markup Per Gallon From OPIS	Extended
EIGHT	Unleaded Gasoline/E 10	RVA PPA	126,000	\$2.7000	.1559	359,843.40
	No. 2 Diesel	RVA PPA	228,000	\$3.1100	.1590	745,332.00
	No. 2 Diesel w/ Winter add.	RVA PPA	1,000	\$3.1100	.1890	3,299.00
	No. 2 Heating**	RVA PPA	1,000	\$3.1200	.1890	3,309.00
					Total District Eight	1,111,783.40
NINE	Unleaded Gasoline/E 10	CWV RVA	173,000	\$2.7000	.1507	493,171.10
	No. 2 Diesel	CWV RVA	285,000	\$3.1100	.1595	931,807.50
	No. 2 Diesel w/ Winter add.	CWV RVA	1,000	\$3.1100	.1895	3,299.50
					Total District Nine	1,428,278.10
TEN	Unleaded Gasoline/E 10	CWV RVA	214,000	\$2.7000	.1511	610,135.40
	No. 2 Diesel	CWV RVA	213,000	\$3.1100	.1638	697,319.40
	No. 2 Diesel w/ Winter add.	CWV RVA	1,000	\$3.1100	.1938	3,303.80
	No. 2 Heating**	CWV RVA	1,000	\$3.1200	.1938	3,313.80
					Total District Ten	1,314,072.40

** Quantities represent Other Agency Estimated Quantities

Minimum gallons for T/T Delivery 8500 Gasoline 7500 Diesel

Able to split deliveries between multiple locations? YES NO

Minimum quantity T/T delivery for 2 locations within 20 mile proximity: SAME AS ABOVE Gallons

Minimum Quantity T/T delivery for 4 locations within 30 mile proximity (upcharge): 100.00 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
- Marietta, OH - MOH
- Pittsburgh, PA - PPA
- Roanoke, VA - RVA

Vendor Contact/Coordinator: DARROLL L. TALBOTT, BRANCH MANAGER

Telephone Number: 1-800-296-5823

Fax Number: 1-304-636-8133

Signature/Date: *Darroll L. Talbott*

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: FUEL TT13

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

GUTTMAN OIL COMPANY
Company

Jarman L. Talbott
Authorized Signature

11/19/13
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

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:**

~~XXXX~~ 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: GUTIMAN OIL COMPANY

Signed: 

Date: 11-20-13

Title: BRANCH MANAGER

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