



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

Solicitation

NUMBER
FUELTW13

PAGE
1

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

*426142524 304-927-2470
 HARRIS OIL COMPANY INC
 PO BOX 685
 330 OAK DR
 SPENCER WV 25276

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

DATE PRINTED
11/08/2013

BID OPENING DATE: 11/20/2013

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 8		
				THIS ADDENDUM IS ISSUED TO:		
				1) PROVIDE THE ATTACHED REVISED SPECIFICATIONS.		
				2) PROVIDE THE ATTACHED REVISED PRICING PAGE.		
				3) PROVIDE THE ATTACHED TECHNICAL QUESTIONS & ANSWERS.		
				4) PROVIDE THE ATTACHED DOH FUEL STORAGE LOCATIONS.		
				***** END ADDENDUM NO. 8 *****		
				11/20/13 12:57:05PM		
				West Virginia Purchasing Division		

SIGNATURE	<i>Wayne Harris</i>	TELEPHONE	304-927-2470	DATE	11/19/13
TITLE	President	FEIN	55 0480256	ADDRESS CHANGES TO BE NOTED ABOVE	

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

SOLICITATION NUMBER: FUEL TW13
Addendum Number: 08

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

Description of Modification to Solicitation:

- 1) Revised specifications are attached
- 2) Revised pricing page attached
- 3) Technical Questions and Answers attached
- 4) DOH Fuel storage locations attached

An electronic copy of the FUEL TW13 pricing page is available at:
<http://www.state.wv.us/admin/purchase/rfq/fy2014/FUEL TW13.html?1383940548648>

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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 Tank Wagon (T/W) delivery 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 quantity, and totals attached hereto as Exhibit A and used to evaluate the RFQ.
 - 2.3 **“RFQ”** means the official request for quotation published by the Purchasing Division and identified as FUELTW13.
 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 fuel 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 Tank Wagon (T/W) 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 Tank Wagon (T/W) 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.

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.**

REQUEST FOR QUOTATION
FUELTW13 Tank Wagon - Motor and Heating Fuels

NOTE: The minimum order/delivery quantity shall be 800 gallons of product. State agencies and political subdivisions utilizing this contract shall order 'off contract' all orders less than 800 gallons of product.

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.

All tankwagon fuel deliveries shall be **metered** at the point of delivery and shall issue a printed ticket to meet the Division of Labor requirements.

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 Tank Wagon (T/W) fuel deliveries to underground storage tanks shall be made using a vapor recovery nozzle. Tank Wagon (T/W) 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: Wayne Harris
Telephone Number: (304) 927-2470 ext. 14
Fax Number: (304) 927-4972
Email Address: wharris@harrisoil.com

VENDOR:						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 MOH	201,000	\$2.7000	0.1750	577,875.00
	No. 2 Diesel		220,000	\$3.1100	0.1750	722,700.00
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100	0.2150	3,325.00
	No. 2 Heating**		1,000	\$3.1200	0.2150	3,335.00
					Total District One	1,307,235.00
TWO	Unleaded Gasoline/E 10		214,000	\$2.7000		
	No. 2 Diesel		153,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
	No. 2 Heating**		1,000	\$3.1200		
					Total District Two	
THREE	Unleaded Gasoline/E 10		166,000	\$2.7000		
	No. 2 Diesel		244,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
	No. 2 Heating**		1,000			
					Total District Three	
FOUR	Unleaded Gasoline/E 10		243,000	\$2.7000		
	No. 2 Diesel		332,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
	No. 2 Heating**		1,000	3.1200		
					Total District Four	

VENDOR:						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		167,000	\$2.7000		
	No. 2 Diesel		198,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
	No. 1 Heating/Kerosene		1,000	\$3.5000		
	No. 2 Heating**		1,000	\$3.1200		
					Total District Five	
SIX	Unleaded Gasoline/E 10		127,000	\$2.7000		
	No. 2 Diesel		162,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
	No. 2 Heating**		1,000	\$3.1200		
					Total District Six	
SEVEN	Unleaded Gasoline/E 10		207,000	\$2.7000		
	No. 2 Diesel		280,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
					Total District Seven	

VENDOR:

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		126,000	\$2.7000		
	No. 2 Diesel		228,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
	No. 1 Heating/Kerosene		1,000	\$3.5000		
	No. 2 Heating**		1,000	\$3.1200		
					Total District Eight	
NINE	Unleaded Gasoline/E 10		173,000	\$2.7000		
	No. 2 Diesel		285,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
					Total District Nine	
TEN	Unleaded Gasoline/E 10		214,000	\$2.7000		
	No. 2 Diesel		213,000	\$3.1100		
	No. 2 Diesel w/ Winter add.		1,000	\$3.1100		
	No. 2 Heating**		1,000	\$3.1200		
					Total District Ten	

** Quantities represent Other Agency Estimated Quantities

Emergency Delivery Fee (upcharge): 200.⁰⁰

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: Wayne Harris

Telephone Number: (304) 927-2470

Fax Number: (304) 927-4972

Signature/Date: Wayne Harris 11/19/13

**RFQ FUEL13TT and FUEL13TW
Questions and Answers**

- 1. Question: Have any addendums been released for this RFQ?**

Answer: 6 addenda have been issues prior to this addendum
- 2. Question: Will you accept up to 5% bio diesel in your diesel fuel?**

Answer: No, bio diesel is not an acceptable commodity, this contract.
- 3. Question: When is the award date?**

Answer: The award date is unknown; any resulting contracts will be issued after the bid opening and evaluation.
- 4. Question: When is the first board meeting after the opening?**

Answer: There is no Board Meetings associated with this solicitation.
- 5. Question: Will decision be made before or at board meeting?**

Answer: There is no Board Meetings associated with this solicitation.
- 6. Question: Will the RFQ award be split by product or awarded all to one bidder?**

Answer: Item 4.1 Contract Award – 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. Contracts are awarded to multiple vendors – by Region/District, for all products.
- 7. Question: This RFQ is for Transport loads only and no Tankwagon correct?**

Answer: There are two (2) RFQ's: FUEL13TT for truck transport delivery only and FUEL13TW for tank wagon delivery only.
- 8. Question: What is the average load size for each product? Is the RFQ for 8500 gallon gasoline and 7500 gallon diesel loads? Will they be combined to create full loads?**

Answer: See Item 4.2 - RFQ FUEL13TT requires the vendor to indicate the minimum delivery quantity for T/T delivery to one (1) location and two (2) locations within 20 miles proximity. Additionally, vendors are required to list the minimum delivery quantity and 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. Where possible, the State may combine truck transport of products.

**RFQ FUEL13TT and FUEL13TW
Questions and Answers**

9. **Question:** Do you currently receive a discount for prompt payment of invoices?
Answer: Division of Highways payments are handled via state credit cards.
10. **Question:** Can we please have a list of bidders invited to submit a proposal?
Answer: this solicitation is advertised publicly and open to all vendors that meet the specifications as written, therefore we do not have a record of vendors that may bid on this solicitation.
11. **Question:** What information will you be reading out loud at the public RFQ opening?
Answer: A single region total will be read aloud. All bids will be posted on-line, and will be available for review after the bid opening.
12. **Question:** Can deliveries be split between locations?
Answer: Yes, for the RFQ FUEL13TT; see response to Question No. 8.
13. **Question:** How many consecutive years has the current vendor been awarded?
Answer: Currently there are multiple vendors awarded the existing FUELTT and FUELTT Contracts. Some of the current vendors have been State fuel contract vendors for more than ten (10) years.
14. **Question:** Will a metered bill of lading be acceptable in place of the metered truck requirement?
Answer: The Terminal Bill of Lading will be acceptable for fuel deliveries made by truck transport (T/T).
Tank wagon (T/W) fuel deliveries shall be metered at the point of delivery and shall issue a printed, legible delivery ticket to meet the West Virginia Division of Labor requirements. See Item 6.2
15. **Question:** If we do not attend the bid opening when will we be notified of the low bidder and can we receive a copy of the bid tabulations?
Answer: All bids will be posted on-line. Generally bids are available on-line the same day.
16. **Question:** Will there be any local preference for this RFQ?
Answer: Resident vendor preference is considered in non-construction solicitations.

**RFQ FUEL13TT and FUEL13TW
Questions and Answers**

17. Question: Is the below information to be submitted with the RFQ or if awarded a contract?

“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.”

Answer: Per 3.2 of the solicitation “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.”

18. Question: Can Purchasing Division supply an updated list of WVDOH locations and tank sizes by district?

Answer: WV DOH listing of fuel locations and tank types/sizes is attached.

19. Question: FuelTT13 Specifications 6.2: All fuel shall be metered at the point of delivery and shall issue a printed ticket to meet Division of Labor requirements.

Comment: Most truck transports are not equipped with meters to meter off product at the point of delivery. In the past, an official metered “loading ticket” from the terminal source pulled from has been satisfactory proof of delivery amount.

Answer: FUELTT13 specification has been updated per the noted comment.

20. Question: FuelTT13 Vendor Pricing Page – District #3 – Estimated Needs:

Comment: Estimated needs for unleaded gasoline (1,666,000 gals.) appear to be overstated for 6 month estimated usage. Overstatement could have a severe effect on tabulations based on small incremental price differences between different competitors pricing.

Answer: The Pricing Page has been corrected to read 166,000 gallons of unleaded gasoline for District 3.

21. Question: FuelTT13 Vendor Pricing Page – OPIS Terminal Cost Week:

Comment: Cost week is different for districts one thru six vs. districts seven thru ten.

Answer: A hypothetical OPIS Price (all products) has been entered for all Regions/Districts on the Pricing Pages.

**RFQ FUEL13TT and FUEL13TW
Questions and Answers**

22. **Question:** Fuel TW13 Vendor Pricing Page – District #3 – Estimated Needs:
Comment: Estimated needs for unleaded gasoline appear to be overstated. Same concern as stated in comment for #2 on FuelTT13.
Answer: Corrected - See Answer to Question Number 20.
23. **Question:** Fuel TW13 Vendor Pricing Page – OPIS Terminal Cost Week:
Comment: Cost week is different for districts one thru four vs. districts five thru ten.
Answer: Corrected – See Answer to Question Number 21.
24. **Question:** Have any addendums been released?
Answer: 6 addenda have been issues prior to this addendum
25. **Question:** What are the payment terms?
Answer: Division of Highways reimburses all fuel purchases by State VISA Card.
26. **Question:** Do you normally pay by credit card, check, or electronic funds transfer.
Answer: WV DOH - credit card (VISA)
27. **Question:** Who is your current provider?
Answer: Multiple vendors for both the FUELTT and the FUELTW Contracts.
28. **Question:** Can I have a copy of last year’s bid tabulations?
Answer: The previous file is available by contacting Beverly Toler at beverly.a.toler@wv.gov. Bids received for the previous contract may be found at:
<http://www.state.wv.us/admin/purchase/Bids/FY2012/BO20110809.html>
29. **Question;** What are the tank sizes at each location?

Answer: WV DOH tank sizes, types, and locations are attached.

30. Question: Are the tanks above or below ground?

20

Answer: Mixture of both - see the referenced (Answer #29) attachment for WV DOH tanks/locations.

31. Question: What are the average load sizes per location?

Answer: Data not available.

RFQ FUEL13TT and FUEL13TW

Questions and Answers

32. Question: Are loads ever split between location and/or product?

Answer: Yes under the FUELTT Contract.

33. Question: For the Opis pricing I am a little confused, in part of the bid it says it is weekly pricing and then other places it says day of delivery. So are you wanting the closest Opis city price for day of delivery average?

Answer: Item 5.1.1 Pricing of orders will be based on the Weekly OPIS Average Rack Price on the DAY OF ORDER.

The Weekly OPIS Average Rack Price is the pricing that must be utilized. If the date of order and the delivery date fall under different Weekly OPIS Average Rack Prices, the DAY OF ORDER OPIS Average Rack Price prevails.

34. Question: In the bid it says to pay the following taxes:

State Excise tax .205, Motor fuel excise of .0142 and lust of .001, are these billed as a separate line item or do we include them in our price? But for the state of West Virginia I show the following taxes:

- a. Dyed Diesel
 - i. Federal Lust: .001
 - ii. Federal Environmental: .0019
 - iii. West Virginia Excise: .0142
- b. Clear Diesel
 - i. Federal Excise Tax: .243
 - ii. Federal Lust: .001
 - iii. Federal Environmental: .0019
 - iv. State Excise Tax: .347
- c. Ethanol Blend and regular gasoline
 - i. Federal Excise tax: .183
 - ii. Federal Lust: .001
 - iii. Federal Environmental: .00171
 - iv. State Excise Tax: .347

So which of these taxes are billed in our margin and which are listed as a separate line item?

Answer: Per Item 5.3, The State pays (separate line items) only: 21
State Excise Tax (motor fuels only, not allowable for off road/heating fuels)
Federal L.U.S.T. Fee

**RFQ FUEL13TT and FUEL13TW
Questions and Answers**

35. **Question:** Are you billed net or gross gallons?
Answer: Gross gallons
36. **Question:** In the bid it says 1 original technical and 1 original cost, is just the bid packet ok to return?
Answer: As this is a request for quotation, please submit all documentation and information required by the solicitation.
37. **Question:** When will the bid be awarded?
Answer: The award date is unknown; any resulting contracts will be issued after the bid opening and evaluation.
38. **Question:** Would you consider using bio in your diesel?
Answer: No, not under these contracts.
39. **Question:** Is a common carrier considered as a subcontractor?
Answer: Yes
40. **Question:** Are we allowed to use common carriers for delivery?
Answer: Yes, but the State is contracted (and can reimburse) only the vendors receiving contract award(s) for the FUEL Contracts.
41. **Question:** Are all of the loads of fuel now being delivered by metered trucks or do some just deliver the bill of lading?
Answer: Terminal Bill of Lading is acceptable for tank truck deliveries only. Tank Wagon deliveries must be by metered truck. See Answer to Question # 14.

42. Question: How many agencies actually use this contract?

Answer: Actual Agency usage is unknown.

22

43. Question: What were the gallons listed the amounts of fuel used during the last contract?

Answer: Data not available

RFQ FUEL13TT and FUEL13TW Questions and Answers

44. Question: For the heating oil is No2 dyed ultra low sulfur diesel ok?

Answer: Yes, providing that product meets the specifications detailed under Item 3.1.5 of the product specifications.

45. Question: On page 22, paragraph 5.4, it states that the prices quoted should reflect the OPIS rack average rack prices, the state excise taxes for motor fuels and the federal LUST fee as stated in paragraph 5.3 which totals \$0.3480 per gallon, and our vendor mark-up. Yet on the vendor pricing pages 27 & 28, there isn't a space shown for the taxes. In years past we always used the OPIS average along with our vendor markup, and taxes weren't shown but understood. Since the bid pricing form is different this year, should we add the taxes to our pricing and include them in the mark-up column, or should we just bid our mark-up without the taxes as we have in prior years bids?

Answer: Do not show taxes (and federal L.U.S.T. fee) on the Pricing Pages. These taxes (see answer to Question # 34) are understood and must be billed as a separate line(s) on the invoice. The reference under Item 5.4 illustrates (to state agencies) the computation to verify vendor's fuel invoice pricing.

WV DOH Fuel Storage Location

WVDOH District 1

WV DOH Fuel Storage Location	Tank Type	Gasoline/Qty.	Diesel/Qty.
District 1 Equipment Shop - 1334 Smith St. Charleston, WV	AGST	10k	10k
Boone Co. (Danville) - 205 DOH Garage Rd. Danville, WV	AGST	5k	5k
Boone Co. (Seth) - 9288 Coal River Rd. Seth, WV	AGST	n/a	1k
Clay Co. - 4476 Triplett Ridge Rd. Clay, WV	AGST	5k	5k
Kanawha Co. (Elkview) - 115 Frame Rd. Elkview, WV	AGST	5k	5k
Kanawha Co. (St. Albans) - 2334 MacCorkle Ave. St. Albans, WV	AGST	5k	5k
Kanawha Co. (Chelyan) - 14987 MacCorkle Ave. Cabin Creek, WV	AGST	5k	5k
Kanawha Co. (N. Charleston) - 2800 W. Washington St. Charleston, WV	AGST	5k	5k
Mason Co. - 2702 Jackson Ave. Pt. Pleasant, WV	AGST	5k	5k
Putnam Co. (Hurricane) - 3256 Teays Valley Rd. Hurricane, WV	AGST	5k	5k
Putnam Co. (Red House) - 11923 Charleston Rd. Red House, WV	AGST	5k	5k
Corridor G (Sect. 3) - 401 Champion Dr. Charleston, WV	AGST	n/a	5k
Interstate 64 (Sect. 2) - 704 Winfield Rd. St. Albans, WV	UGST	5k	5k
Interstate 77 (Sect. 3) - 36 Allens Fork Rd. Sissonville, WV	AGST	5k	5k
Interstate 79 (Sect. 6) - 3134 Amma Rd. Amma, WV	UGST	4,136	4,136
Materials Division - 190 Dry Branch Dr. Charleston, WV	AGST	5k	5k

WVDOH District 2

District 2 Headquarters 801 Madison Ave. Huntington, WV	UGST	10k	n/a
Cabell Co. - 6200 Rte. 60 E. Barboursville, WV	UGST	10k	10k
Lincoln Co. (West Hamlin) - 7338 State Rte. 10 W. Hamlin, WV	AGST	5k	5k
Lincoln Co. (Yawkey) - Midway Rd. (WV214) Yawkey, WV	UGST	1k	4k
Logan Co. (Wilkinson) - 127 Springfield Rd. Wilkinson, WV	AGST	5k	5k
Logan Co. (Man) - 4201 Buffalo Creek Rd. Amherstdale, WV	AGST	5k	5k
Mingo Co. (Williamson) - 1 Highway Garage Rd. Williamson, WV	UGST	10k	10k
Mingo Co. (Gilbert) - US 52 Gilbert, WV	AGST	5k	5k
Wayne Co. - 326 Central Ave. Wayne, WV	AGST	5k	5k
Corridor G (Sect. 2) - 8100 Old Logan Rd. Chapmanville, WV	AGST	5k	5k
Interstate 64 (Sect 1) - 3100 16th Street Rd. Huntington, WV	AGST	5k	5k

WV DOH Fuel Storage Location		Tank Type	Gasoline/Qty.	Diesel/Qty.
WVDOH District 3				
District 3 Headquarters - 624 Depot St. Parkersburg, WV		AGST	5k	n/a
Calhoun Co. - 7619 S. Calhoun Hwy. Millstone, WV		UGST	10k	10k
Jackson Co. - County Rte. 5/7 Ripley, WV		UGST	10k	10k
Pleasants Co. - 201 Second St. Belmont, WV		AGST	5k	5k
Ritchie Co. - 731 Ellenboro Harrisville, WV		UGST	10k	10k
Roane Co. (Spencer) - 269 Charleston Rd. Spencer, WV		AGST	5k	5k
Roane Co. (Southern/Left Hand) - 9734 Clay Rd. Left Hand, WV		AGST	5k	5k
Wirt Co. - 610 Schoolview St. Elizabeth, WV 26143		AGST	5k	5k
Wood Co. - 905 Lubeck Ave. Parkersburg, WV		AGST	5k	5k
Corridor D (Sect. 1) - 12 Omega Dr. Pennsboro, WV		AGST	5k	5k
Interstate 77 (Sect. 1) - 1758 Mill Run Rd. Parkersburg, WV		UGST	10k	10k
Interstate 77 (Sect. 2) - 2600 Medina Rd. Ravenswood, WV		UGST	10k	10k
WVDOH District 4				
District 4 Headquarters - 2460 Murphy's Run Rd. Bridgeport, WV		UGST	6k	6k
Doddridge Co. - 1993 Smithton Rd. West Union, WV		AGST	5k	5k
Harrison Co. - 119 Railcross Rd. Gore, WV		AGST	5k	5k
Marion Co. (Fairmont) - 916 Country Club Rd. Fairmont, WV		AGST	5k	5k
Marion Co. (Mannington) - 1396 E. Main St. Mannington, WV		AGST	5k	5k
Monongalia Co. (Morgantown) - 1510 Grafton Rd. Morgantown, WV		AGST	5k	5k
Monongalia Co. (Pentress) - 5861 Mason Dixon Hwy. Pentress, WV		UGST	2k	4k
Preston Co. (Albright) - 1912 St. Joe Rd. Albright, WV		UGST	6k	6k
Preston Co. (Aurora) - George Washington Hwy. Aurora, WV		AGST	5k	5k
Preston Co. (Bruceon Mills) - 14115 N. Preston Hwy. Bruceon Mills, WV		AGST	5k	5k
Preston Co. (Fellowsville) - 5213 George Washington Hwy. Tunnelton, WV		AGST	5k	5k
Preston Co. (Terra Alta) - 32353 Veterans Mem. Hwy. Terra Alta, WV		UGST	2k	4k
Taylor Co. - 1340 Taylor Co. Headquarters Access Rd. Webster, WV		AGST	5k	5k
Corridor D (Sect. 2) - 281 Tunnel Hill Rd. Salem, WV		AGST	5k	5k
Interstate 68 (Section 1) - 174 Casteel Rd. Bruceon Mills, WV		AGST	5k	5k
Interstate 79 (Section 1 Goshen Rd.) - 95 Goshen Rd. Morgantown, WV		AGST	5k	5k
Interstate 79 (Section 3 Lost Creek) - 851 N. Streetcar Way Lost Creek, WV		UGST	2k	4k

WV DOH Fuel Storage Location

WVDOH District 5

WVDOH District 5

WVDOH District 5	Tank Type	Gasoline/Qty.	Diesel/Qty.
District 5 Headquarters - County Rte. 11 Burlington, WV	UGST	20k	10k
Berkeley Co. - 1867 Rock Cliff Dr. Martinsburg, WV	AGST	5k	5k
Grant Co. (Petersburg) - 2599 North Fork Hwy. Petersburg, WV	UGST	4k	8k
Grant Co. (Mt. Storm) - 8581 Union Way Mount Storm, WV	UGST	6k	6k
Hampshire Co. (Romney) - County Rte. 5 Romney, WV	AGST	5k	5k
Hampshire Co. (Capon Bridge) - Old Northwest Tpk. Capon Bridge, WV	UGST	1k	4k
Hampshire Co. (Slanesville) - WV Rte. 29 Slanesville, WV	UGST	2k	2k
Hardy Co. (Moorefield) - 2104 State Rte. 55 Moorefield, WV	AGST	5k	10k
Hardy Co. (Baker) - 386 Sperry's Run Rd. Baker, WV	UGST	n/a	4k
Jefferson Co. - 1301 Old Leetown Pike Kearneysville, WV	AGST	5k	10k
Mineral Co. (New Creek) - US 50 New Creek, WV	UGST	6k	8k
Mineral Co. (Short Gap) - WV Rte. 28 Short Gap, WV	UGST	2k	4k
Mineral Co. (Sky Line) - WV Rte. 42 Sky Line, WV	AGST	n/a	5k
Morgan Co. (Berkeley Springs) - 166 DOH Lane Berkeley Springs, WV	UGST	6k	6k
Morgan Co. (Largent) - Cacapon Rd. Largent, WV	AGST	n/a	1k

WVDOH District 6

District 6 Headquarters - 1 DOT Drive Bldg. 2 Moundsville, WV	AGST	5k	5k
Brooke Co. - 91 27th St. Wellsburg, WV	AGST	5k	5k
Hancock Co. - 1936 Veterans Blvd. New Cumberland, WV	AGST	5k	5k
Marshall Co. - (Glen Dale) 110 Wheeling Ave. Glen Dale, WV	AGST	5k	5k
Marshall Co. - (Cameron) 33 Courtwright Lane Cameron, WV	AGST	5k	5k
Marshall Co. - (Lynn Camp) 438 Richman Lane Lynn Camp, WV	UGST	2k	2k
Marshall Co. - (Sand Hill) 419 Dry Ridge Rd. Cameron, WV	AGST	5k	5k
Ohio Co. - 3870 National Rd. Triadelphia, WV	AGST	5k	5k
Tyler Co. (Sistersville) - 730 Tyler Hwy. Sistersville, WV	AGST	5k	5k
Tyler Co. (Centerville) - 4901 Middle Island Rd. Alma, WV	AGST	n/a	5k
Wetzel Co. (New Martinsville) - N. State Rte. 2 New Martinsville, WV	AGST	5k	5k
Wetzel Co. (Hundred) - 2622 Hornet Hwy. Hundred, WV	AGST	5k	5k
Wetzel Co. (Pine Grove) - 12536 Shortline Hwy. Pine Grove, WV	AGST	5k	5k
Interstate 70 (Sect. 1) - 566 Woodland Acres Rd. Wheeling, WV	AGST	5k	5k

WV DOH Fuel Storage Location	Tank Type	Gasoline/Qty.	Diesel/Qty.
WVDOH District 7			
Barbour Co. (Philippi) - 1439 Mansfield Dr. Philippi, WV	UGST	6k	6k
Barbour Co. (Belington) - 134 Dunham Cut Belington, WV	UGST	4k	4k
Braxton Co. (Gassaway) - 1001 State St. Gassaway, WV	UGST	6k	6k
Braxton Co. (Heaters) - Gauley Tpk. Heaters, WV	AGST	n/a	4k
Gilmer Co. - 3531 US 33 E. Glenville, WV	UGST	6k	6k
Lewis Co. - 937 US 19 Weston, WV	UGST	10k	10k
Upshur Co. (Buckhannon) - 493 Mudlick Rd. Buckhannon, WV	AGST	5k	5k
Upshur Co. (Equipment Division) - 83 Brushy Fork Rd. Buckhannon, WV	AGST	5k	5k
Upshur Co. (Kanawha Head) - 18022 Rte. 20 South Rd. Kanawha Head, WV	AGST	5k	5k
Webster Co. (Webster Springs) - 808 Point Mtn. Rd. Webster Springs, WV	UGST	6k	6k
Webster Co. (Cowen) - 6402 Webster Rd. Cowen, WV	AGST	5k	5k
Webster Co. (Hacker Valley) - 56 Pickens Grade Rd. Hacker Valley, WV	AGST	5k	5k
Corridor H (Sect. 0) - 309 Mudlick Rd. Weston, WV	AGST	5k	5k
Interstate 79 (Sect. 4) - 888 Burnsville Rd. Burnsville, WV	UGST	6k	6k
Interstate 79 (Sect. 5) - 51 Appalachian Corridor Sutton, WV	UGST	6k	6k
WVDOH District 8			
District 8 Headquarters 1101 N. Randolph Ave. Elkins, WV	UGST	10k	10k
Pendleton Co. (Franklin) - 251 Maple Ave. Franklin, WV	UGST	6k	6k
Pendleton Co. (Judy Gap) - 13285 Mountaineer Dr. Judy Gap, WV	UGST	4k	4k
Pendleton Co. (Sugar Grove) - 9315 Sugar Grove Rd. Sugar Grove, WV	UGST	4k	4k
Pocahontas Co. (Marlinton) - 25 Brush Country Rd. (US 219) Marlinton, WV	UGST	4k	6k
Pocahontas Co. (Greenbank) - 4757 Potomac Highlands Tr. Greenbank, WV	AGST	5k	5k
Pocahontas Co. (Hillsboro) - 222 Payne Ave. Hillsboro, WV	UGST	4k	4k
Randolph Co. (Elkins) - 76 Country Club Rd. Elkins, WV	UGST	6k	6k
Randolph Co. (Coalton) - 2453 Coalton Pumpkintown Rd. Coalton, WV	UGST	4k	4k
Randolph Co. (Harmon) - 22445 Allegheny Hwy. Harman, WV	UGST	4k	4k
Randolph Co. (Mill Creek) - 9407 Seneca Trail Mill Creek, WV	UGST	2k	2k
Randolph Co. (Pickens) - 1019 Pickens Rd. Pickens, WV	UGST	4k	4k
Randolph Co. (Valley Head) - 245 Point Mountain Rd. Valley Head, WV	UGST	4k	4k
Tucker Co. (Parsons) - 9209 Seneca Trail Parsons, WV	UGST	4k	6k
Tucker Co. (Thomas) - 15933 Appalachian Hwy. Thomas, WV	AGST	5k	5k

WV DOH Fuel Storage Location **Tank Type** **Gasoline/Qty.** **Diesel/Qty.**

WVDOH District 9

District 9 Equipment Shop - 704 N. Jefferson St. Lewisburg, WV	AGST	10k	10k
Fayette Co. & Corridor L-Sect. 1- (Oak Hill) - 1885 East Main St. Oak Hill, WV	AGST	5k	5k
Fayette Co. (Falls View) - 5727 Midland Trail Charlton Heights, WV	AGST	5k	5k
Fayette Co. (Lookout) - 4064 Clifftop Rd. Lookout, WV	UGST	6k	6k
Greenbrier Co. - 157 Midland Trail W. Crawley, WV	AGST	5k	5k
Monroe Co. (Union) - 875 Sweet Springs Valley Rd. Union, WV	AGST	5k	5k
Monroe Co. (Peterstown) - 511 Ballard - Red Sulphur Pkwy. Peterstown, WV	AGST	5k	5k
Nicholas Co. (Summersville) - 777 Turnpike Rd. Summersville, WV	AGST	5k	5k
Nicholas Co. (Curtin) - 5498 Richwood Rd. Richwood, WV	AGST	5k	5k
Summers Co. - WV Rte. 12 Hinton, WV	UGST	10k	10k
Corridor L (Sect. 2) - 50 State Garage Rd. Muddlety, WV	UGST	6k	6k
Interstate 64 (Sect. 8) - 297 John H. Bowling Jr. Ln. Hart's Run, WV	AGST	5k	5k

WVDOH District 10

District 10 Headquarters - 270 Hardwood Ln. Princeton, WV	AGST	5k	5k
Mercer Co. (Princeton) - New Hope Rd. Princeton, WV	AGST	5k	5k
McDowell Co. (Havaco) - 100 Headquarters Ln. Havaco, WV	AGST	5k	5k
McDowell Co. (Johnny Cake) - 72 Coal Heritage Rd. Johnny Cake, WV	AGST	5k	5k
McDowell Co. (Yukon) - 383 Marshall Hwy. Yukon, WV	AGST	5k	5k
Raleigh Co. (Beckley) - 379 Market Rd. Beckley, WV	UGST	10k	10k
Raleigh Co. (Bolt) - 2314 Bolt Rd. Bolt, WV	UGST	2k	2k
Wyoming Co. (Pineville) - 1409 Bearhole Rd. (WV 97) Pineville, WV	AGST	5k	5k
Wyoming Co. (Hanover) - 2959 US 52 Hanover, WV	AGST	5k	5k
Wyoming Co. (Still Run) - 9390 River Rd. Still Run, WV	AGST	5k	5k
Interstate 64 (Sect. 7) - 200 Samaritan Dr. Shady Spring, WV	AGST	5k	5k

RFQ No. FUELTW13

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Harris Oil Co. Inc.

Authorized Signature: Wayne Harris Date: 11/19/13

State of WV

County of Roane, to-wit:

Taken, subscribed, and sworn to before me this 19 day of November, 2013.

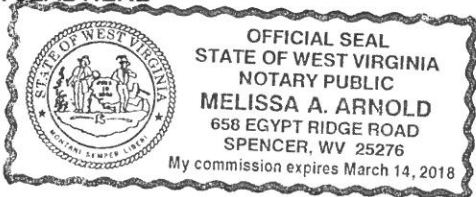
My Commission expires March 14, 2018.

AFFIX SEAL HERE

NOTARY PUBLIC

Melissa A Arnold

Purchasing Affidavit (Revised 07/01/2012)



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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Harris Oil Co. Inc.

Signed: Wayne Harris

Date: 11/19/13

Title: President

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Harris Oil Company Inc.
(Company)

Wayne Harris
(Authorized Signature)

Wayne Harris - President
(Representative Name, Title)

(304) 927-2470 (304) 927-4972
(Phone Number) (Fax Number)

November 19, 2013
(Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: FUEL TW13

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.

HARRIS OIL CO. INC.
Company

Wayne Harris
Authorized Signature

11/19/13
Date

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