

FROM :

FAX NO. :16066389517

Mar. 19 2009 11:53AM P1



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

Quotation

FUELHD10

1

JO ANN ADKINS
304-558-8802

RFO COPY

TYPE NAME/ADDRESS HERE

Wheeler Clevenger Oil
P.O. Box 601
Fort Gay WV. 25514

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	PREPAY TERMS		
03/19/2009	C.O.D	Best Way	Destination	Prepaid		
ISSUE DATE	03/19/2009	BID OPENING TIME		01:30PM		
LINE	QUANTITY	U/P	QTY	ITEM NUMBER	UNIT PRICE	AMOUNT

REQUEST FOR QUOTATION

BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY
DIESEL AND HEATING FUEL FOR ALL WEST VIRGINIA STATE
AGENCIES AND POLITICAL SUBDIVISIONS

VENDORS SHALL USE THE ATTACHED "FUELHD10 PRICING PAGE"
TO ENTER THEIR QUOTATION. AN ELECTRONIC VERSION
OF FUELHD10 PRICING PAGE CAN BE FOUND AT:
WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM
BIDDERS ARE REQUESTED THAT IN ADDITION TO THE
REQUIRED PAPER BID THAT AN ELECTRONIC VERSION BE
SUBMITTED WITH THEIR BID. VENDORS SHALL NOT E-MAIL
THE ELECTRONIC COPY. IN THE EVENT THE PAPER BID AND
THE ELECTRONIC BID COPY DO NOT MATCH, THE PAPER
BID SHALL PREVAIL.

A PRE-BID MEETING WILL BE HELD ON MARCH 10, 2009 AT
10:30 AM IN THE PURCHASING DIVISION CONFERENCE ROOM
LOCATED AT 2019 WASHINGTON STREET, E., CHARLESTON, WV
25305.

***** THIS IS NOT A MANDATORY MEETING *****

QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS
03/09/2009. QUESTIONS MAY BE SENT VIA USPS, FAX,
COURIER AND EMAIL. IN ORDER TO ASSURE NO VENDOR
RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS
WILL BE ANSWERED ORALLY, IF POSSIBLE, E-MAIL
QUESTIONS ARE PREFERRED.

ADDRESS INQUIRIES TO:
JO.A.ADKINS@WV.GOV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

PHONE 606-638-4423

03/19/09

610587912

ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENOR"

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50100
Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FUELHD10

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2

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

RFQ COPY
TYPE NAME/ADDRESS HERE
Wheeler Clevenger Oil
P.O. Box 601
Fort Gay WV. 25514

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

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02/20/2009	C.O.D.	Best Way	Destination	Prepaid
OPENING DATE: 02/20/2009			BID OPENING TIME	01:30PM

LINE	QUANTITY	UOP	UNIT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
001	1	LS		405-09		
DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: JO.A.ADKINS@WV.GOV ATTACHMENTS TO THIS REQUEST FOR QUOTATION: 1. FUELHD10 SPECIFICATIONS, 9 PAGES 2. FUELHD10 PRICING PAGES, 2 PAGES 3. WV MAP DIVIDED BY REGIONS/DISTRICTS 4. EXHIBIT 10 - RESIDENT VENDOR PREFERENCE CERTIFICATE 5. PURCHASING AFFIDAVIT DIESEL AND HEATING FUELS EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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



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

Request for Quotation

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

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Wheeler Clevenger Oil
P.O. Box 601
Fort Gay WV. 25514

ALL STATE AGENCIES
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LINE	QUANTITY	UOP	QTY NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) SIX (6) MONTH PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE. ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

TELEPHONE: 606-638-4423 03/19/09

610587912 ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2010 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
FUELHD10

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Wheeler Clevenger Oil
 P.O. Box 601
 Fort Gay WV. 25514

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	606-638-4423	03/19/09
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
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 Purchasing Division
 2019 Washington Street East
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Request for Quotation

RFQ NUMBER	FUELHD10
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ADDRESS CORRESPONDENCE TO ATTENTION OF	JO ANN ADKINS 304-558-8802
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RFQ COPY
 TYPE NAME/ADDRESS HERE

Wheeler Clavenger 011
 P.O. Box 601
 Fort Gay WV. 25514

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

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<i>[Signature]</i>	606-638-4423	03/19/09
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**Request for
 Quotation**

RFQ NUMBER
FUELHD10

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

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Wheeler Clevenger Oil
 P.O. Box 601
 Fort Gay WV. 25514

ALL STATE AGENCIES
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<p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:</p> <p>RFQ. NO. :</p> <p>BID OPENING DATE:</p>						
					FILE 42	
					FUELHD10	
					XX/XX/XXXX	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		TELEPHONE	DATE
		606-638-4423	03/19/09
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State of West Virginia
 Department of Administration
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Request for Quotation

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

RFQ COPY
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Wheeler Clevenger Oil
 P.O. Box 601
 Fort Gay WV. 25514

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D OPENING DATE: 03/19/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 562-286-5284 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Rick Simpson -----						
***** THIS IS THE END OF RFQ FUELHD10 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	606-638-4423	03/19/09
FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
610587912		

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FUELHD10 Pricing/Information Pages

Vendor: Wheeler Clevenger Oil					
DISTRICT	TYPE OF FUEL:	ESTIMATED Needs: - Gallons @ mo.	FIRM MARKUP PRICE PER GALLON: T/W	FIRM MARKUP PRICE PER GALLON: T/T	
ONE	#1 Diesel/Kerosene	20,000	\$	\$	
ONE	#2 Diesel	170,000	\$	\$	
ONE	#2 Diesel/Winter Additive	0	\$	\$	
ONE	#1 Heating/Kerosene	1,000	\$	\$	
ONE	#2 Heating	1,000	\$	\$	
TWO	#1 Diesel/Kerosene	20,000	\$	\$	
TWO	#2 Diesel	120,000	\$	\$	0.239
TWO	#2 Diesel/Winter Additive	0	\$	\$	0.209
TWO	#1 Heating/Kerosene	1,000	\$	\$	
TWO	#2 Heating	1,000	\$	\$	0.369
THREE	#1 Diesel/Kerosene	20,000	\$	\$	
THREE	#2 Diesel	206,000	\$	\$	
THREE	#2 Diesel/Winter Additive	0	\$	\$	
THREE	#1 Heating/Kerosene	1,000	\$	\$	
THREE	#2 Heating	1,000	\$	\$	
FOUR	#1 Diesel/Kerosene	45,000	\$	\$	
FOUR	#2 Diesel	285,000	\$	\$	
FOUR	#2 Diesel/Winter Additive	0	\$	\$	
FOUR	#1 Heating/Kerosene	1,000	\$	\$	
FOUR	#2 Heating	1,000	\$	\$	
FIVE	#1 Diesel/Kerosene	30,000	\$	\$	
FIVE	#2 Diesel	170,000	\$	\$	
FIVE	#2 Diesel/Winter Additive	0	\$	\$	
FIVE	#1 Heating/Kerosene	1,000	\$	\$	
FIVE	#2 Heating	5,000	\$	\$	
SIX	#1 Diesel/Kerosene	40,000	\$	\$	
SIX	#2 Diesel	130,000	\$	\$	
SIX	#2 Diesel/Winter Additive	0	\$	\$	
SIX	#1 Heating/Kerosene	1,000	\$	\$	
SIX	#2 Heating	1,000	\$	\$	
SEVEN	#1 Diesel/Kerosene	35,000	\$	\$	
SEVEN	#2 Diesel	250,000	\$	\$	
SEVEN	#2 Diesel/Winter Additive	0	\$	\$	
SEVEN	#1 Heating/Kerosene	1,000	\$	\$	
SEVEN	#2 Heating	1,000	\$	\$	
EIGHT	#1 Diesel/Kerosene	30,000	\$	\$	
EIGHT	#2 Diesel	195,000	\$	\$	
EIGHT	#2 Diesel/Winter Additive	0	\$	\$	
EIGHT	#1 Heating/Kerosene	1,000	\$	\$	
EIGHT	#2 Heating	1,000	\$	\$	

RFQ No. Fuel HD10STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

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

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor must make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

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

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Vendor's Name: Wheeler Claverly OilAuthorized Signature: Date: 3/18/09