



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

# Request for Quotation

RFQ NUMBER
FUELTT11

PAGE
1

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

**VENDOR**

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

**SHIP TO**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
10/08/2009				
BID OPENING DATE: 10/23/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-15		
<p align="center"><b>REQUEST FOR QUOTATION</b></p> <p>BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY AUTOMOTIVE GASOLINE AND FUEL BY TANK TRUCK FOR ALL WV STATE AGENCIES AND POLITICAL SUBDIVISIONS.</p> <p>VENDORS SHALL USE THE ATTACHED "FUELTT11 PRICING PAGE" TO ENTER THEIR QUOTATION. AN ELECTRONIC VERISON OF FUELTT11 PRICING PAGE CAN BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM</p> <p>BIDDERS ARE REQUESTED THAT IN ADDITION TO THE REQUIRED PAPER BID THAT AN ELECTRONIC VERSION BE SUBMITTED WITH THEIR BID. BIDDERS 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.</p> <p>ATTACHMENTS TO THIS REQUEST FOR QUOTATION:</p> <ol style="list-style-type: none"> <li>FUELTT11 SPECIFICATIONS, 9 PAGES</li> <li>FUELTT11 PRICING PAGE, 1 PAGE</li> <li>WV MAP DIVIDED BY REGIONS/DISTRICTS</li> </ol> <p>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</p>						

RECEIVED  
 2009 OCT 22 PM 3:15  
 WV PURCHASING DIVISION

SIGNATURE	TITLE	FEIN	TELEPHONE	DATE
<i>Warne Harris</i>	President	55-0480256	304-927-2470	10/22/09

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract 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."

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**INSTRUCTIONS TO BIDDERS**

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



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<p>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.</p> <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</p>						

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<p>THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE</p>						

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<p>PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION        PURCHASING DIVISION        BUILDING 15        2019 WASHINGTON STREET, EAST        CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p>						

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BID OPENING DATE: **10/23/2009**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:					FILE 42	
RFQ. NO.:					FUELTT11	
BID OPENING DATE:					10/23/2009	
BID OPENING TIME:					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
----- 304-927-4972 -----						
CONTACT PERSON (PLEASE PRINT CLEARLY):						
----- Wayne Harris -----						
***** THIS IS THE END OF RFQ FUELTT11 ***** TOTAL: _____						

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**FUELTT11 – Truck Transport Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel, & Heating Fuels  
Specifications**

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

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

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

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

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

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

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

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

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

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

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

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

**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.

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

**FUELTT11 – Truck Transport Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel, & Heating Fuels  
Specifications**

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**DIESEL** Fuel Oil shall comply with ASTM D 975-09 or the latest edition except the Minimum Cetane Rating shall be 40. The cloud points are as follows:

**TYPE II    +10F**  
**TYPE II    ULTRA LOW SULFUR**

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

**SPECIAL REQUIREMENT OF THE DIVISION OF HIGHWAYS:**

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

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

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



**FUELTT11 – Truck Transport Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel, & Heating Fuels  
Specifications**

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

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

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

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

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

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

**FUELTT11 – Truck Transport Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel, & Heating Fuels  
Specifications**

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**Bids are requested for ALL products – Truck Transport (T/T) delivery.** Vendors must indicate the minimum delivery quantity for two (2) locations within 20 miles proximity delivered via Truck Transport (T/T). Additionally, vendors shall bid a fixed up-charge fee (see Vendor Quote Sheet) for Truck Transport delivery to a maximum of four (4) locations within 30 miles proximity.

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallons. Vendors should remind ordering agencies that orders less than 800 gallons can be delivered as 'off contract' purchases.

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

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

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

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

**AGENCY ORDERING PROCEDURE:** The Division of Highways, district locations – one (1) point of contact for orders, per district, shall place their order with vendor via e-mail or by telephone if computers are down.

All West Virginia State Agencies will place their own orders with the approved vendor.

FUELTT11 – Truck Transport Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel, & Heating Fuels  
Specifications

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

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

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

The listing for Division of Highways locations is as follows:

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

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

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

WVDOH/DISTRICT 4  
PO Box 4220  
Clarksburg, WV 26301

WVDOH/DISTRICT 5  
PO Box 99  
Burlington, WV 26710

WVDOH/DISTRICT 6  
1 DOT Drive  
Moundsville, WV 26041

FUELTT11 – Truck Transport Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel, & Heating Fuels  
Specifications

P11

WVDOH/DISTRICT 7  
PO Box 1728  
Weston, WV 26452

WVDOH/DISTRICT 8  
PO Box 1516  
Elkins, WV 26241

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

WVDOH/DISTRICT 10  
270 Hardwood Lane  
Princeton, WV 24740

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

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

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

**WINTERIZED FUEL:** (November thru February)

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

FUELTT11 – Truck Transport Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel, & Heating Fuels  
Specifications

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

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

= Price per gallon #2 Diesel delivered

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

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

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

**DELIVERIES: The State has sole discretion to determine Method of Delivery, by tanker truck or tank wagon. Such Method of Delivery shall be specified at the time of order based on the order volume.**

Normal use requirements will be ordered three (3) working days in advance of the required delivery date. Vendors SHALL complete fuel deliveries within the three (3) working day period of order placement. The three (3) working day period shall start the next business day after receipt of order. Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday.

Emergency requirements or situations which cannot be scheduled in advance will necessitate 24 hour delivery. Cost for 24 hour emergency delivery shall be at a fixed up-charge fee. Vendors should enter the fixed up-charge fee on the pricing page and submit with bid.

Deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of West Virginia, Division of Weights and Measures, and stamped with quantities, location, time (a.m./p.m.) date, driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket.

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Specifications

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A copy of the delivery ticket, signed by both the driver and a person from the receiving facility, should be left at the location receiving the fuel. Delivery tickets must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

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

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.

NOTE: All fuel deliveries shall be metered at the point of delivery and shall issue a printed ticket, to meet the Division of Labor requirements:

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

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

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

**FUELTT11 – Truck Transport Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel, & Heating Fuels  
Specifications**

P14

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

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

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

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

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

**REPORTING REQUIREMENTS:** Winning bidders shall be required to submit quarterly reports to the Department of Transportation in a format which shall be supplied. This report shall show the quantity and cost of each product and the District/Region (separate reports for DOH and non-DOH) of delivery, and a total of each product for each quarter. This report **SHALL** also be sent to the Purchasing Division, Attention: jo.a.adkins@wv.gov.

**AWARD:** The award will be a single award per Region/District (1 through 10). Pricing will be from the source fuel was pulled from (terminal location).

P E N N S Y L V A N I A

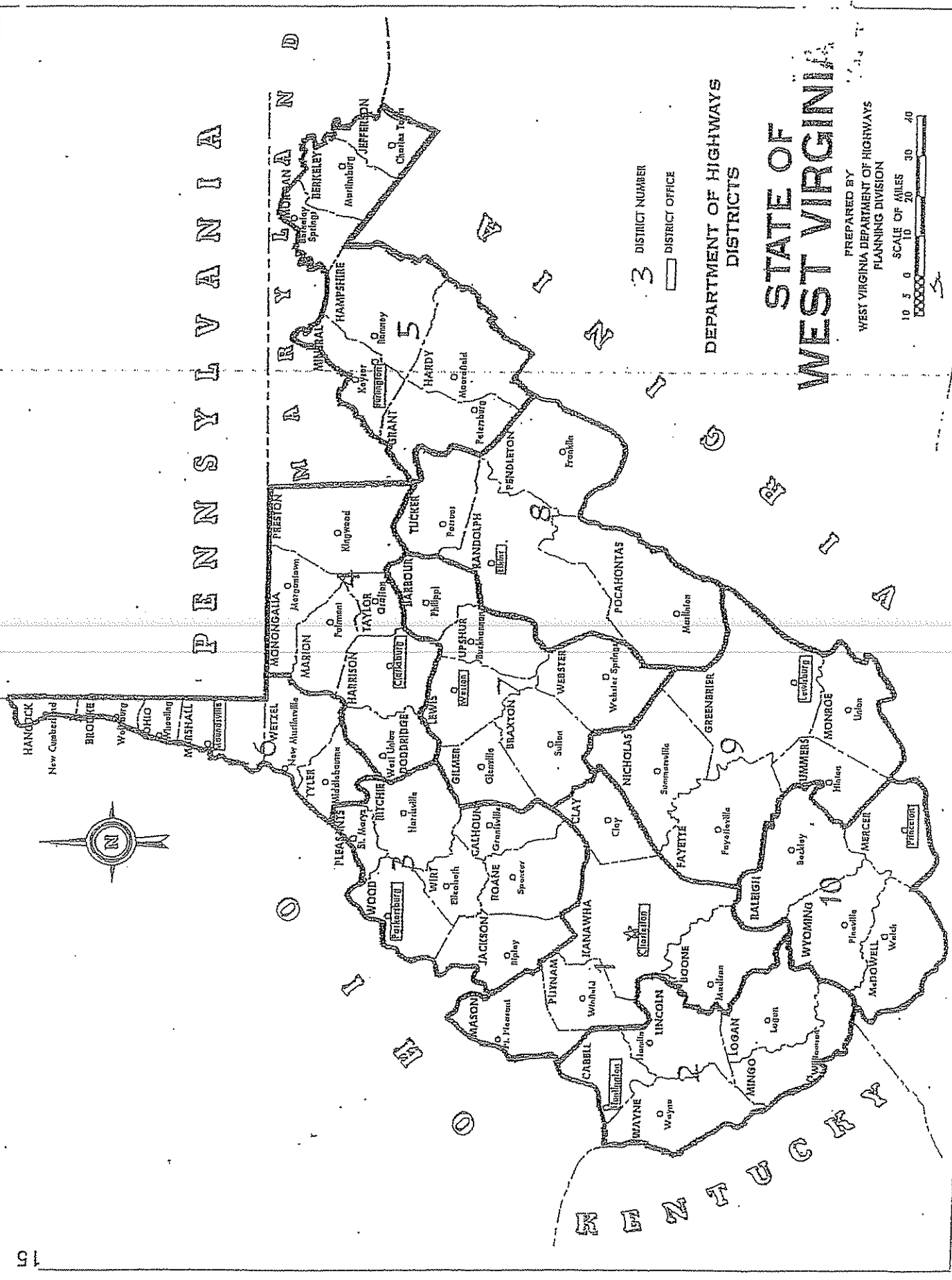
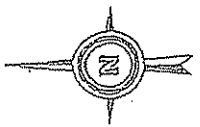
# STATE OF WEST VIRGINIA

DEPARTMENT OF HIGHWAYS  
DISTRICTS

PREPARED BY  
WEST VIRGINIA DEPARTMENT OF HIGHWAYS  
PLANNING DIVISION

SCALE OF MILES  
10 5 0 10 20 30 40

3 DISTRICT NUMBER  
DISTRICT OFFICE







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

# Request for Quotation

RFQ NUMBER
FUELTT11

PAGE
1

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

\*426142524                      304-927-2470

VENDOR

HARRIS OIL COMPANY INC  
 PO BOX 685  
 330 OAK DRIVE  
 SPENCER WV 25276

SHIP TO

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

DATE PRINTED 10/17/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 10/23/2009		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1. QUESTIONS AND ANSWERS ATTACHED.						
2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.						
EXHIBIT 10						
***** END OF ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Wayne Harris</i>	TELEPHONE 304-927-2470	DATE 10/22/09
TITLE President	FEIN 55-0480256	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

RFQ NUMBER
FUELTT11

PAGE
2

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JO ANN ADKINS
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DATE PRINTED 10/17/2009	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: 10/23/2009                      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-15		
	GASOLINE					
***** THIS IS THE END OF RFQ FUELTT11 ***** TOTAL: _____						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

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

1Q.	What type of purchasing card is used? Can the administration fee for the card be invoices separately?
1A.	Citibank Visa card. The State of West Virginia will not pay for purchasing card administration fees.
2Q.	In last awarded bid, which vendors qualified for the local preference?
2A.	All awarded vendors.
3Q.	What is your typical payment terms?
3A.	N30
4Q.	The bid states the minimum is 800 gallons, this does effect the freight charge from the carrier, therefore is stating a 7,000 gallon minimum acceptable? Will we be rejected for that?
4A.	The fuel specifications state an 800 gallon minimum and this will not be altered.

EXHIBIT 10

REQUISITION NO.: Exel TT 11

ADDENDUM ACKNOWLEDGEMENT

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

ADDENDUM NO.'S:

NO. 1  .....

NO. 2 .....

NO. 3 .....

NO. 4 .....

NO. 5 .....

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE  
~~ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.~~ VENDOR  
~~MUST CLEARLY UNDERSTAND THAT ANY VERBAL~~  
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY  
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES  
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE  
INFORMATION ISSUED IN WRITING AND ADDED TO THE  
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

*Wayne Harris*

SIGNATURE

Hem's Oil Co.

COMPANY

10/22/09

DATE

FUELTT11 Pricing Page

VENDOR: Harris Oil Co. Inc.

DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/T Markup Bid per Gallon	Potential Terminal Locations fuel will be pulled from
ONE	Unleaded Gasoline/E 10	201,000	.09	CWV MOH
	No. 2 Diesel	50,000	.09	
	No. 2 Diesel w/ Winter add.	170,000	.11	
	No. 1 Heating/Kerosene	-		
	No. 2 Heating	-		
TWO	Unleaded Gasoline/E 10	220,000		
	No. 2 Diesel	33,000		
	No. 2 Diesel w/ Winter add.	120,000		
	No. 1 Heating/Kerosene	-		
	No. 2 Heating	-		
THREE	Unleaded Gasoline/E 10	170,000	.09	MOH CWV
	No. 2 Diesel	63,000	.09	
	No. 2 Diesel w/ Winter add.	181,000	.11	
	No. 1 Heating/Kerosene	-		
	No. 2 Heating	-		
FOUR	Unleaded Gasoline/E 10	243,000		
	No. 2 Diesel	87,000		
	No. 2 Diesel w/ Winter add.	245,000		
	No. 1 Heating/Kerosene	-		
	No. 2 Heating	-		
FIVE	Unleaded Gasoline/E 10	167,000		
	No. 2 Diesel	55,000		
	No. 2 Diesel w/ Winter add.	143,000		
	No. 1 Heating/Kerosene**	-		
	No. 2 Heating**	13,000		
SIX	Unleaded Gasoline/E 10	127,000		
	No. 2 Diesel	52,000		
	No. 2 Diesel w/ Winter add.	110,000		
	No. 1 Heating/Kerosene	-		
	No. 2 Heating	-		
SEVEN	Unleaded Gasoline/E 10	207,000	.12	MOH CWV
	No. 2 Diesel	98,000	.12	
	No. 2 Diesel w/ Winter add.	184,000	.14	
	No. 1 Heating/Kerosene	-		
	No. 2 Heating	-		
EIGHT	Unleaded Gasoline/E 10	126,000		
	No. 2 Diesel	58,000		
	No. 2 Diesel w/ Winter add.	170,000		
	No. 1 Heating/Kerosene	7,000		
	No. 2 Heating	-		
NINE	Unleaded Gasoline/E 10	176,000		
	No. 2 Diesel	75,000		
	No. 2 Diesel w/ Winter add.	210,000		
	No. 1 Heating/Kerosene	-		
	No. 2 Heating	-		
TEN	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	68,000		
	No. 2 Diesel w/ Winter add.	145,000		
	No. 1 Heating/Kerosene	-		
	No. 2 Heating	-		

Minimum gallonage for T/T delivery: 8500

Able to split deliveries between multiple locations? YES  NO

Minimum Qty: T/T delivery for 2 locations within 20 mile proximity: 4000 Gals.

Minimum Qty: T/T delivery for 4 locations within 30 mile proximity (upcharge): \$100.00/Delivery Location

Emergency Delivery Fee (upcharge): \$250.00

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

Vendor Contact/Coordinator: Wayne Harris

Telephone Number: 304-927-2470

Fax Number: 304-927-4972

Signature/Date: Wayne Harris 10/22/09