

Request for

RFQ NUMBER FUELTW12 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:

BUYER 42

304-558-8802

ALL STATE AGENCIES SH-P AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER T

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

DATE PRIN	TED	TEF	RMS OF SAL	LE	SHIP V	'IA	F.O.B,		FREIGHT TERMS
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Request for Quotation

RFQ NUMBER
FUELTW12

PAGE 2

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304-558-8802

ALL STATE AGENCIES

AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

*709014845 304-636-2600 GUTTMAN OIL COMPANY PO BOX 1728 ELKINS WV 26241

DATE PRINT	TED T	ERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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ELKINS WV

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

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26241

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

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304-636-2600 GUTTMAN OIL COMPANY

PO BOX 1728

*709014845

ELKINS WV 26241

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*709014845

GUTTMAN OIL COMPANY

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

304-636-2600

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ALL STATE AGENCIES

6

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PO BOX 1728 AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED ELKINS WV BY ORDER 26241

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS NET 30 DAYS BEST WAY DESTIINATION PREPAID 07/14/2011 BID OPENING DATE: 07/28/2011 BID OPENING TIME 01:30PM CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE **AMOUNT** NO. MANNER. REV. 3/88 HURCHASING 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. NOTICE SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 2\$305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID KRISTA FERRELL FOR FILE 42 BUYER: RFQ. NO.: FUELTW12 08/04/2011 BID OPENING DATE: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE 800-296-5823 8-8-11 ADDRESS CHANGES TO BE NOTED ABOVE BRANCH MANAGER 25-0956510



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ET KING MA	26241

ALL STATE AGENCIES SH-P AND POLITICAL SUBDIVISIONS VARIOUS LOCALES AS INDICATED BY ORDER 5

DATE PRINTED	TERM	S OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS	
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LINE	CUANTITY	UOP CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT	
BID	OPENING T	IME:	1:30 PM			
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****	** THIS I	IS THE ENI	OF RFQ FUELT	W12 ***** TOTAL	:	
		OKE DEV	VERSE SIDE FOR TERMS AND CO	MOITIONS		
SIGNATURE	with 1	albatt		IDATE	8-8-11	
BRANCH MANAGER	FEIN	25-0956510	· · · · · · · · · · · · · · · · · · ·		S TO BE NOTED ABOVE	
WHEN RE	SPONDING TO	REQ INSER	T NAME AND ADDRESS	IN SPACE ABOVE LABEL	ED 'VENDOR'	

FUELTW 12 VENDOR QUOTE SHEET

DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/W Markup Bid per Gallon	Potential Terminal Locations fuel will b pulled from
ONE	Unleaded Gasoline/E 10 No. 2 Diesel No. 2 Diesel w/ Winter add. No. 1 Heating/Kerosene	201,000 50,000 170,000 0	0.1666 0.1753 0.2053	cwv
	No. 2 Heating**	2,556	0.2553	5
TWO	Unleaded Gasoline/E 10	214,000	0.67	
	No. 2 Diesel	33,000	0.67	CWV
	No. 2 Diesel w/ Winter add. No. 1 Heating/Kerosene	120,000 1,000	0.67 0.67	
	No. 2 Heating	1,500	0.67	
THREE	Unleaded Gasoline/E 10	166,000	0.67	
	No. 2 Diesel	63,000	0.67	МОН
	No. 2 Diesel w/ Winter add. No. 1 Heating/Kerosene	181,000	0.67	
	No. 2 Heating**	2,200	0.67	
FOUR	Unleaded Gasoline/E 10	243,000	0.3396	PPA
	No. 2 Diesel No. 2 Diesel w/ Winter add.	87,000 245,000	0.3584 0.3884	PPA
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	5,000	0.3584	
FIVE	Unleaded Gasoline/E 10	167,000	0.2615	
	No. 2 Diesel No. 2 Diesel w/ Winter add.	55,000 143,000	0.2447 0.2747	APA
	No. 1 Heating/Kerosene	143,000	0.2747	
	No. 2 Heating**	25,500	0.2947	
SIX	Unleaded Gasoline/E 10	127,000	0.67	
	No. 2 Diesel No. 2 Diesel w/ Winter add.	52,000 110,000	0.67 0.67	PPA
	No. 1 Heating/Kerosene	110,000	0.67	
	No. 2 Heating**	2,000	0.67	
SEVEN	Unleaded Gasoline/E 10	207,000	0.2125	
	No. 2 Diesel	98,000	0.2175	cwv
	No. 2 Diesel w/ Winter add. No. 1 Heating/Kerosene	184,000	0.2475	
	No. 2 Heating**	1,000	0.2475	
EIGHT	Unleaded Gasoline/E 10	126,000	0.255	
	No. 2 Diesel	58,000	0.255	PPA
	No. 2 Diesel w/ Winter add. No. 1 Heating/Kerosene	170,000 12,000	0.285 0.255	
	No. 2 Heating	440,000	0.255	
NINE	Unleaded Gasoline/E 10	173,000	0.1791	
	No. 2 Diesel	75,000	0.1863	CWV
	No. 2 Diesel w/ Winter add. No. 1 Heating/Kerosene**	210,000 1,000	0.2163 0.2163	
	No. 2 Heating**	20,000	0.2163	
TEN	Unleaded Gasoline/E 10	214,000	0.2114	
	No. 2 Diesel	68,000	0.2149	cwv
	No. 2 Diesel w/ Winter add. No. 1 Heating/Kerosene	145,000	0.2449	
	No. 2 Heating**	1,000	0.2449	

**	Quantities	represent	Other	Agency	Estimated	Quantities

Emergency Delivery Fee (upcharge): \$250.00

Altoona, PA - APA Ashland, KY - AKY Charleston, WV - CWV

Terminal Abbreviation

APA Fairfax, VA - FV

KY Marietta, OH - MC

/ - CWV Pittsburgh, PA - PF

Roanoke, VA - RV

Vendor Contact/Coordinator: Darroll L. Talbott, Branch Manager

Telephone Number: <u>(800)-296-5823</u>

Fax Number:

(304)-636-8133 erroll of falloth

Signature/Date:

Bidder:

Date:

8-8-11

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,

DIVISION	Will thake the determination of the Nesident Vehicut Foldershoe, it approaches
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,
ŽXXX	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.
require agains	understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the ments for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty It such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency acted from any unpaid balance on the contract or purchase order.
authori the req	mission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and zes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid uired business taxes, provided that such information does not contain the amounts of taxes paid nor any other information d by the Tax Commissioner to be confidential.
and ac	penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true ccurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate es during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.
Riddor	CLEUTMAN OTT COMPANY

Signed:

Title:

BRANCH MANAGER

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

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RFQ No.	PLACE TO THE PLACE
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STATE OF WEST VIRGINIA Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE GUTTMAN OIL COMPANY Vendor's Name: Date: 8-8-11 Authorized Signature: State of WEST VIRGINIA RANDOLPH County of Taken, subscribed, and sworn to before me this \(\frac{\text{\text{\text{\text{\text{\text{day}}}}}{\text{day}} \) of \(\text{\text{\text{\text{\text{\text{\text{\text{ord}}}}}} \) My Commission expires AFFIX SEAL HERE Official Seal Notary Public, State of West Virginia Beverly A. Tenney 102 Elkins Ave. Elkins, WV 26241

My Commission Expires October 31, 2012