



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
RMA12008

PAGE
1

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

VENDOR
 *709033408 04 304-538-7721
 SOUTHERN STATE COOP INC
 567 S MAIN STREET
 MOOREFIELD WV 26836

SHIP TO
 WV STATE RAIL AUTHORITY
 (DBA) SOUTH BRANCH VALLEY
 RAILROAD
 120 WATER PLANT DRIVE
 MOOREFIELD, WV
 26836 304-538-2305

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2011				

BID OPENING DATE: **09/29/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	GL		405-09	<i>-26 MARK-UP</i>	
<p>SUPPLY DIESEL FUELS FOR THE SOUTH BRANCH RAILROAD</p> <p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY THE WEST VIRGINIA STATE RAIL AUTHORITY, IS SOLICITING BIDS FOR AN OPEN-END CONTRACT TO PROVIDE THE AGENCY WITH DIESEL FUEL PER THE ATTACHED SPECIFICATIONS.</p> <p>ALL TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO FRANK WHITTAKER IN THE WV PURCHASING DIVISION VIA EMAIL AT FRANK.M.WHITTAKER@WV.GOV OR VIA FAX AT 304-558-4115. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 09/19/2011. ALL TECHNICAL QUESTIONS WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR 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.</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</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304-530-2308** DATE: **9-15-11**

TITLE: *[Signature]* FEIN: **54-0387200** ADDRESS CHANGES TO BE NOTED ABOVE

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



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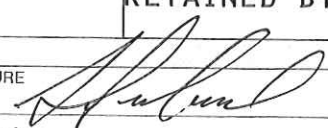
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<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR 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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE:  TELEPHONE: 304-530-2308 DATE: 9-15-11

TITLE: Mary FEIN: 54-0387200 ADDRESS CHANGES TO BE NOTED ABOVE

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<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 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> <p>BUYER: 44</p> <p>RFQ. NO.: RMA12008</p>						

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SIGNATURE <i>[Signature]</i>	TELEPHONE 304-530-2308	DATE 9-15-11
TITLE <i>[Signature]</i>	FEIN 54-0387200	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				BID OPENING DATE:		09/29/2011
				BID OPENING TIME:		1:30 PM
				PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:		
				----- Fax # 304-530-6068 -----		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				----- Stoney Livegood -----		
				***** THIS IS THE END OF RFQ RMA12008 ***** TOTAL: _____		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Stoney Livegood</i>	TELEPHONE 304-530-2308	DATE 9-15-11
TITLE Mng.	FEIN 54-0387200	ADDRESS CHANGES TO BE NOTED ABOVE

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**OPEN END CONTRACT TO FURNISH DIESEL FUEL
FOR THE SOUTH BRANCH VALLEY RAILROAD**

The West Virginia Purchasing Division for the agency, the West Virginia State Rail Authority wishes to solicit bids for a vendor or vendor(s) to supply diesel fuel for the South Branch Valley Railroad. The following specifications shall apply to the purchase of this fuel by the spending unit. It is to be expressly understood that all quantities stated in this RFQ are estimates only. It is also to be expressly understood that this contract does not obligate the spending unit to purchase any quantity of material.

SPECIFICATIONS

SPECIAL REQUIREMENTS:

Vendor must have the capability of pumping the fuel directly into our locomotives at any location along the South Branch Valley Railroad.

Diesel Fuel – Southern States Super green or equal.

Approx. Usage	Method of Test	Limits
100,000 gals.	Calculated Cetane Number	48 (Min)
	Flush Point	150 Degrees F. (Min)
	Sulfur Total	Low sulfur diesel fuel max of 500 ppm
	Distillation Recovery	99.0% (Min)
	Final Boiling Point	700 Degrees (Max)

SAMPLING, INSPECTION, AND TESTS: Sampling, inspection and testing shall be in accordance with Federal Specifications VV-L-791 of the issue in effect on the date of the invitation for bids. It is the intent of our specifications to obtain a fuel which meets the detailed requirements as specified and as determined in the Department of Highway Laboratory. No allowances will be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of the product into our locomotives. Samples may be taken at anytime without prior approval.

DELIVERIES:

Normal use requirements will be ordered three (3) working days in advance of the required delivery date. The State prefers that delivery be made in three (3) working days. Emergency requirements or situations which cannot be scheduled in advance will require 24-hour delivery.

DELIVERY DOCUMENTS:

Delivery documents must be presented to the receiving agency after it is unloaded. If the locomotives are fueled at a different location than the office, the vendor must bring the delivery statements to the SRA within 24 hours of fueling. The document will be signed after unloading and verification of quantities received is made.

INVOICES:

Invoices must be submitted to the agency within three working days after fueling. Failure to provide delivery documents or invoices on a regular basis may result in the cancellation of contract.

DELAY OR FAILURE TO DELIVER:

The contractor 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.

TAXES:

The State Rail Authority is exempt from the Federal excise Tax and the State Consumer Sales Tax. State Rail Authority is not exempt from the State Excise Tax.

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

PRICING:

Vendors must bid a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE publication. Prices should reflect the OPIS price for the terminal used to service the SRA.

Vendor's bid should include only the fixed mark-up price per gallon and the location of the Terminal that will be used for the OPIS price.

FIRM FIXED MARK-UP PER GALLON:

The vendor is to bid only a firm fixed mark-up for business profit and expenses in supplying the product to the SRA. 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 PRICES INFORMATION SERVICE, as published by United Communication Group, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852. Telephone (800) 929-4824

NOTE: The OPIS publication provides pricing information on No. 2, Regular, unleaded, premium unleaded fuels. Therefore the average rack price for No. 2 oil shall be used as the base for all types of diesel and heating fuels.

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

Line Item	Description	Unit Cost	Unit of Measure	Quantity	Extended Cost
1	Vendor Mark-up Per/gallon	\$.26	per gallon	1	\$.26
			TOTAL BID		\$.26

Terminal Location: 5675. Main St.
Morrisfield WU 26836

Notes:

- 1) Vendors should complete this form in its entirety in lieu of submitting other quote forms. Submitted form should be provided in a legible form. (Typewritten form preferred.)
- 2) Vendors Should submit unit prices for all items. Failure to provide unit prices may result in the disqualification of the vendor's bid.

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.

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: Southern States Moorefield

Signed: 

Date: 9-15-11

Title: Manager

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

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

Vendor's Name: Southern States Moorefield Service

Authorized Signature: [Signature] Date: 9-15-11

State of WV

County of Hardy, to-wit:

Taken, subscribed, and sworn to before me this 15 day of September, 2011.

My Commission expires Nov 14, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

