



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
FUELHD09

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

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
09/18/2008				

BID OPENING DATE: 09/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 4***** 1.FUELHD09 REVISED SPECIFICATIONS ATTACHED. *****END OF ADDENDUM NO. 4*****						

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'

**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

**FUELHD09 Diesel & Heating Fuel
Specifications – Revised 09/15/2008**

This is a request for quotation to supply unleaded diesel and heating fuel to all West Virginia State Agencies and Political Subdivisions.

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.

DIESEL diesel fuel Oil shall comply with ASTM D 975-07b 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

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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) 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 D396-07 or the latest edition.

The fuel oils herein specified shall be hydrogen oils free from grit, acid and fibrous or other foreign matter likely to clog or injure the burner or valves. If required, the oil shall be strained by being drawn through filter or wire of 16 mesh to the inch. (U.S. Standard sieve 16, ASTM 1, 190 microns). The clearance area through the strainers shall be at least twice the area of the suction pipe and strainers shall be in duplicate.

The various grades of fuel oil shall conform to the detailed requirements for Fuel Oils “National Bureau of Standards” CS-12-48, dated September 25, 1948, or the latest edition: It is the intent of these specifications that failure to meet any requirements of a given grade does not automatically place an oil in the next grade unless in fact it meets all requirements of the lower grade.

The technical requirements of the National Bureau of Standards Commercial 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.

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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.

Bids are requested for two pricing categories:
Tank-wagon (T/W) and Truck Transport (T/T). Vendor must indicate the minimum delivery quantity for truck transport (T/T) delivery pricing.

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallon. The bid prices for one Region shall not be conditioned on the award of any other Region.

If more than one terminal is bid, payment shall be the lowest price and proof of terminal shall be provided.

**FUELHD09 Diesel & Heating Fuel
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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.

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 shall place their order with vendor via e-mail or phone if computers are down. All West Virginia State Agencies will place their own order with the approved vendor.

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:

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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

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

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VENDOR ACKNOWLEDGEMENT PROCEDURE: The vendor must e-mail agency upon receipt of order showing order received, and giving tentative delivery information.

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

- **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

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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. 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. Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday. 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. 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. Emergency requirements or situations which cannot be scheduled in advance will require 24 hour delivery.

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.

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

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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.

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.

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 Equipment Division in a format which shall be supplied. This report shall show the quantity of each product and the location (district) or agency to which it was delivered, and a total of each product for each quarter. This report **SHALL** also be sent to jo.a.adkins@wv.gov.

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AWARD: The award will be a single award per Region/District (1 through 10)/per delivery method. Each Region/District will be split into tank transport and tank wagon pricing. Pricing will be from the source fuel was pulled from (terminal location).

FUELHD09 Pricing/Information Pages

Vendor:				
DISTRICT	TYPE OF FUEL:	ESTIMATED Needs: - Gallons 6 mo.	FIRM MARKUP PRICE PER GALLON: T/W	FIRM MARKUP PRICE PER GALLON: T/T
ONE	#1 Diesel/Kerosene	20,000	\$	\$
ONE	#2 Diesel	225,000	\$	\$
ONE	#2 Diesel/Winter Additive	1,000	\$	\$
ONE	#1 Heating/Kerosene	5,000	\$	\$
ONE	#2 Heating	1,000	\$	\$
TWO	#1 Diesel/Kerosene	20,000	\$	\$
TWO	#2 Diesel	150,000	\$	\$
TWO	#2 Diesel/Winter Additive	1,000	\$	\$
TWO	#1 Heating/Kerosene	10,000	\$	\$
TWO	#2 Heating	1,000	\$	\$
THREE	#1 Diesel/Kerosene	20,000	\$	\$
THREE	#2 Diesel	240,000	\$	\$
THREE	#2 Diesel/Winter Additive	1,000	\$	\$
THREE	#1 Heating/Kerosene	1,000	\$	\$
THREE	#2 Heating	1,000	\$	\$
FOUR	#1 Diesel/Kerosene	45,000	\$	\$
FOUR	#2 Diesel	275,000	\$	\$
FOUR	#2 Diesel/Winter Additive	1,000	\$	\$
FOUR	#1 Heating/Kerosene	10,000	\$	\$
FOUR	#2 Heating	1,000	\$	\$
FIVE	#1 Diesel/Kerosene	30,000	\$	\$
FIVE	#2 Diesel	185,000	\$	\$
FIVE	#2 Diesel/Winter Additive	1,000	\$	\$
FIVE	#1 Heating/Kerosene	5,000	\$	\$
FIVE	#2 Heating	10,000	\$	\$
SIX	#1 Diesel/Kerosene	40,000	\$	\$
SIX	#2 Diesel	140,000	\$	\$
SIX	#2 Diesel/Winter Additive	1,000	\$	\$
SIX	#1 Heating/Kerosene	1,000	\$	\$
SIX	#2 Heating	1,000	\$	\$
SEVEN	#1 Diesel/Kerosene	35,000	\$	\$
SEVEN	#2 Diesel	245,000	\$	\$
SEVEN	#2 Diesel/Winter Additive	1,000	\$	\$
SEVEN	#1 Heating/Kerosene	1,000	\$	\$
SEVEN	#2 Heating	1,000	\$	\$
EIGHT	#1 Diesel/Kerosene	30,000	\$	\$
EIGHT	#2 Diesel	185,000	\$	\$
EIGHT	#2 Diesel/Winter Additive	1,000	\$	\$
EIGHT	#1 Heating/Kerosene	15,000	\$	\$
EIGHT	#2 Heating	1,000	\$	\$
NINE	#1 Diesel/Kerosene	30,000	\$	\$

FUELHD09 Pricing/Information Pages

Vendor:				
DISTRICT	TYPE OF FUEL:	ESTIMATED Needs: - Gallons 6 mo.	FIRM MARKUP PRICE PER GALLON: T/W	FIRM MARKUP PRICE PER GALLON: T/T
NINE	#2 Diesel	225,000	\$	\$
NINE	#2 Diesel/Winter Additive	1,000	\$	\$
NINE	#1Heating/Kerosene	1,000	\$	\$
NINE	#2 Heating	5,000	\$	\$
TEN	#1 Diesel/Kerosene	2,000	\$	\$
TEN	#2 Diesel	175,000	\$	\$
TEN	#2 Diesel/Winter Additive	1,000	\$	\$
TEN	#1Heating/Kerosene	1,000	\$	\$
TEN	#2 Heating	1,000	\$	\$
Minimum Gallonage for T/T Diesel & Heating Oil:				
Deliver gasoline and distillates on the same T/T Load?			Yes	
Able to split deliveries between multiple locations?			Yes	
Emergency Fee (Upcharge):				
Contract Coordinator:		Fax Number:		
Phone Number:		Email Address:		
Signature:				
Date:				
Submit (below) potential Terminals where vendor will be obtaining fuel:				