



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
RMA9000001

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1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

VENDOR

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
08/13/2008				

BID OPENING DATE: 08/26/2008 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 1*****						
BID OPENING DATE CHANGED TO: 08/26/08 AT 1:30 PM						
THIS ADDENDUM IS ISSUED TO CHANGE THE SULFUR TOTAL FROM .5% (MAX) TO LOW SULFUR DIESEL FUEL MAX OF 500 PPM AS DESCRIBED IN THE ATTACHED REVISED SPECIFICATION.						
0001	1	GL		405-09		
CONTRACT: TO SUPPLY DIESEL FUEL FOR THE SBVR						
***** THIS IS THE END OF RFQ RMA9000001 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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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 \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, 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 Covered 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 Alcohol 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 cases 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.

**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.