

TITLE

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

Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF

ADDRESS CHANGES TO BE NOTED ABOVE

BUYER 33 <u> 304 - 558 - 2402</u>

DIVISION OF HIGHWAYS DISTRICT NINE

103 1/2 CHURCH STREET LEWISBURG, WV 24901 304-647-7457

DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 11/01/2010 BID OPENING DATE: BID OPENING TIME 01:30PM 11/17/2010 CAT. LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT ĖΑ 670-11 0001 1 LP GAS REQUEST FOR QUOTATION (RFQ) OPEN END CONTRACT THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, ts soliciting bids for an open end contract to PROVIDE MATERIALS! LABOR, EQUIPMENT AND TANKS FOR THE SUPPLY OF LP GAS TO VARIOUS LOCATIONS IN DISTRICT NINE. recnical questions concerning this solicitation must BE SUBMITTED IN WRITING TO SHERI SLONE IN THE WEST VIRGINIÄ STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT BO4-558-2596↓ OR VIA EMAIL AT SHERI.D.\$LONE@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/10/2010 AT THE CLOSE OF BUSINESS. ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED. EXHIBIT 10 REQUISITION NO.: SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE TELEPHONE DATE

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
- 4. 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.
- Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. 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.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf.
- 15. LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
- 16. ANTITRUST: In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or Fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 4. 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
- 5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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DIVISION OF HIGHWAYS DISTRICT NINE

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AND ADDRESS IN SPACE ABOVE LABELED WENDOR

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DATE PRINTED TERMS OF SALE SHIP VIA F.O.B. FREIGHT TERMS 11/01/2010 BID OPENING DATE: 11/17/2010 BID OPENING TIME 01:30PMLINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES \$upplied are of an inferior quality or do not conform TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN. OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILLING OF A REQUISATION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN dauses (including but not limited to delays in trans-∳ÒRTATION OR AN UNANTI¢IPATED INCREASE IN THE VOLUME OF WORK.) QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE PPROXIMATION'S ONLY, BASED ON ESTIMATES SUPPLIED BY IT IS UNDERSTOOD AND AGREED THE STATE SPENDING UNIT. THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY drdered for pelivery during the term of the contract, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN. 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. IN THE EVENT THE VENDOR/CONTRACTOR FILES BANKRUPTCY: FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER. THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND ¢ONDITIONS WHICH MAY A⊅PEAR ON ANY ATTACHED PRINTED SEE REVERSE SIDE FOR TERMS AND CONDITIONS SIGNATURE

TELEPHONE



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DIVISION OF HIGHWAYS DISTRICT NINE

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24901 304-647-7457

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SIGNATURE

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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 (OPIS) PUBLICATION. PRICES SHOULD REFLECT THE OPIS PRICE FOR THE TERMINAL USED TO SERVICE DISTRICT NINE (LOCATIONS ON SEPARATE SHEET). THE OPIS PRICE USED IN BID EVALUATION SHALL BE THE OPIS AVERAGE OF THE BID OPENING WEEK, FOR THE TERMINAL LISTED BY THE BIDDER FOR DISTRICT NINE. ALL PRICES QUOTED SHALL BE DELIVERED PRICE TO EACH LOCATION WITHIN DISTRICT NINE.

FIRM FIXED MARK-UP PER GALLON: THE VENDOR IS TO BID ONLY A FIRM FIXED MARK-UP FOR BUSINESSPROFIT AND EXPENSES IN SUPPLYING TO THE STATE AGENCY. 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 THE UNITED COMMUNICATIONS GROUP, 11300 ROCKVILLE PIKE, SUITE 1100, ROCKVILLE, MD 20852. TELEPHONE (800) 929-4824

LOCATION	TANK SIZE (GAL)	ESTIMATED USAGE (MONTHLY)	UNIT PRICE	AMOUNT
SUMMERS CO HINTON (2 TANKS)	1000	430		
DISTRICT SIGN SHOP	500	100	***	
CRAWLEY GREENBRIER CO	1000	370		
LOOKOUT FAYETTE CO	500	250	<u> </u>	
KEENEY'S KNOB SUMMERS CO (SERVES AS BACK UP IN CASE OF POWER	500 R FAILURES. ALMOS	100 ST NO USAGE)	· · · · · · · · · · · · · · · · · · ·	
	•	•	TOTAL	· · · · · · · · · · · · · · · · · · ·

VARIOUS LOCATIONS IN DISTRICT NINE

WV DIVISION OF HIGHWAYS SUMMERS CO HEADQUARTERS HC 77 BOX 99 HINTON, WV 25951

WV DIVISION OF HIGHWAYS DISTRICT NINE SIGN SHOP BRUSH RD, LOCATED OFF US RT 219 NORTH LEWISBURG, WV 24901

WV DIVISION OF HIGHWAYS CRAWLEY SUBSTATION GRAY GABLES RD CR60/4 CRAWLEY, WV 24931

WV DIVISION OF HIGHWAYS LOOKOUT SUBSTATION CLIFFTOP RD CR 11 LOOKOUT, WV 25868

WV DIVISION OF HIGHWAYS KEENEY'S KNOB OFF CR 3/23 SUMMERS CO Rev. 09/08

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.

: Signed:
penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true curate 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.
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.
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 t 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.
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.
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,
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,
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,
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,
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,
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,

*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 owned 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:		
Authorized Signature:		Date:
State of		
County of, t	o-wit:	
Taken, subscribed, and sworn to before	me this day of December, 20	
My Commission expires	, 20	
AFFIX SEAL HERE	NOTORY PUBLIC _	