



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
FUELTT12

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
**BUYER 42
 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 08/02/2011	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **08/09/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH ADDENDUM NO. 1 OF THIS RFQ (FUELTT12) PER THE ATTACHED.						
BID OPENING DATE REMAINS: 08/09/2011						
BIE OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		405-15		
FUEL TRUCK TRANSPORT						
***** THIS IS THE END OF RFQ FUELTT12 ***** TOTAL:						

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. 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.
 5. 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).

RFQ#: FUELTT12
Addendum No. 3
Technical Questions and Answers

- 1) The bid states it is for Transport delivery only but on page 15 of the RFQ says "The State has the sole discretion to determine method of delivery, but tanker truck or tanker wagon. Such method of delivery shall be specified at the time of order based on order volume". If they determine that it should be tank wagon would they order the delivery from another RFQ for tank wagon and not from this RFQ? Could you clarify?
 - a. The contract language referenced is unchanged from a previous period when Transport and Tank Wagon were awarded together on the same contract. The agency personnel responsible for order placement are responsible for pre-determining the quantities and locations and those personnel should know which delivery method is required and order from the appropriate issued contract.
- 2) Is there a scheduled award date for this RFQ? If so, what is the date and will it be at a regularly scheduled board meeting?
 - a. The contract becomes effective upon award. This is the date that the contract is encumbered and mailed. This date cannot be pre-determined.
- 3) Is the bid opening public? If so, will all the pricing/markups be read aloud for each vendor that submitted the RFQ?
 - a. Per WV State Code 5A-3-11(g): "All bids will be opened publicly by two or more persons from the Purchasing Division. Vendors will be given notice of the day, time, and place of the public bid opening. Bids may be viewed immediately after bid opening." Bids are also available for public inspection on the WV State Purchasing Division Website at <http://www.state.wv.us/admin/purchase/Bids/default.html> shortly after opening. Please note that the bids posted on this site are exactly as received by the Purchasing Division and no evaluation has taken place at the time of posting.
- 4) If it is a public opening and we do not attend, when will be able to receive the bid opening tabulations or results.
 - a. See answer to Question 3
- 5) If the contract period 6 months or 12 months.
 - a. 6 months per the specifications.
- 6) Could you clarify the weekly pricing format? The RFQ states that the pricing will be based on the Weekly OPIS on the Day of the Order. So, for example, if a location orders a delivery on Friday, July 22 for delivery on Monday, July 25, the July 25th delivery will be priced based on the weekly OPIS for July 22nd, the day of the order (which the price would have been set on the previous Thursday, July 14th). Is this correct for the example?
 - a. Yes, the example given is correct as worded.
- 7) Would the state consider any alternative pricing formats such as a firm fixed price?
 - a. Vendors must submit pricing in accordance with the provisions of the RFQ .
- 8) Has the state used vendor preference in past awards for fuel?

- a. Due to the size, number, and volume of the bids for this commodity, it is information is not available. Resident Vendor preference is applied based on the information contained in the RFQ.
- 9) What are the payment terms?
- a. Payment shall be made in accordance with WV State Code 8-13-22D

“(b) (1) Except as provided in subdivision (2) of this subsection, for purchases of services or commodities made on or after the first day of July, one thousand nine hundred ninety-five, a check shall be issued in payment thereof within sixty days after a legitimate uncontested invoice is received by the municipality or agency receiving the services or commodities. Any check issued after the sixty days shall include interest at the current rate, as determined by the state tax commissioner under the provisions of section seventeen-a, article ten, chapter eleven of this code, which interest shall be calculated from the sixty-first day after the invoice was received by the municipality or agency until the date on which the check is mailed to the vendor: Provided, That this section shall not apply if payment cannot be made within the sixty-day period because of unforeseen budgetary constraints.”

- 10.) Are there specific locations where the estimated gallons were received?
Could you list the location addresses, individual usage, and their tank sizes?
- b. All state awards are public record. Vendors may review past awards by visiting the agency procuring fuel under this contract.