



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
FUELTW12

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	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/14/2011				

BID OPENING DATE: 07/28/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-15		
<p>FUEL TANK WAGON</p> <p>REQUEST FOR QUOTATION (RFQ) BLANKET OPEN END STATEWIDE CONTRACT</p> <p>THE STATE OF WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN END STATEWIDE CONTRACT FOR UNLEADED GASOLINE, E-10, UNLEADED DIESEL, WINTERIZED DIESEL, B5 BIODIESEL, WINTERIZED B5 BIODIESEL, AND HEATING FUELS TO ALL WEST VIRGINIA STATE AGENCIES VIA TANK WAGON DELIVERY PER THE ATTACHED SPECIFICATIONS.</p> <p>THIS CONTRACT SHALL BE BASED ON REGION AS CONTAINED IN THE ATTACHED SPECIFICATIONS. VENDORS MUST DELIVER TO THE ENTIRE REGION AS LISTED.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS 07/21/2011 AT THE CLOSE OF BUSINESS.</p> <p>ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE FOR QUESTIONS HAS LAPSED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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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).



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<p>VERBAL COMMUNICATION: ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFP SPECIFICATIONS BY AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.</p> <p>NO CONTACT BETWEEN THE VENDOR AND ANY STATE AGENCY CONCERNING THE BID, EVALUATION, AND AWARD OF THIS CONTRACT IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p>						

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>..... SIGNATURE</p> <p>..... COMPANY</p> <p>..... DATE</p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS 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</p>						

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<p>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 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) SIX (6) MONTH 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 SERVICE 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>						

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5

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<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. SEE SECTION VII OF THE ATTACHED SPECIFICATIONS FOR MORE ORDERING INFORMATION.</p> <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>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY</p>						

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PAGE
6

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<p>MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>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: KRISTA FERRELL FOR FILE 42</p> <p>RFQ. NO.: FUELW12</p> <p>BID OPENING DATE: 08/04/2011</p>						

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PAGE
7

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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ FUELTW12 ***** TOTAL:						

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FUELTW12
Tank Wagon Delivery of:
Gasoline, E-10, Diesel, Winterized Diesel
Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

II. SCOPE

2.1 UNLEADED GASOLINE shall comply with the most recent ASTM D 4814-07a or the most current edition of the Standard Specifications for Automotive Gasoline. The minimum anti-knock octane for Unleaded Gasoline is 87. E-10, Ethanol Blend (87 Octane minimum) shall be an acceptable substitute fuel for unleaded gasoline. Whenever E-10 is delivered, it must be noted as E-10 Blended Fuel on the vendor's invoice.

2.2 DIESEL Fuel Oil shall comply with ASTM D 975-09 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

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.

2.3 Biodiesel B5

Biodiesel blend shall be B5 composed of a vegetable-based 5% (B100) biodiesel fuel blend stock and 95% Ultra-Low Sulfur Fuel Oil (ULSD) or winter blend fuel oil for the time period of November 1 to February 28. The biodiesel (B100) fuel blend stock shall meet the requirements for B100 in ASTM D6751 Standard Specification for biodiesel. The biodiesel blend (B5) shall conform to the requirements of ASTM D975 Standard Specification for biodiesel blend B5.

Biodiesel fuel blending, mixing, or addition of additives shall be done at the vendor's location and/ or the refinery. Manifold or tank blending at time of delivery shall not be acceptable. Vendors shall provide biodiesel B5 quotes for those terminal sources (vendor pulls from to supply West Virginia) listed on the OPIS Weekly pricing publication at the time quotes are submitted. As of 07/11/2011, only Altoona (APA) and Pittsburg (PPA) terminals list weekly OPIS B5 prices. **Vendor mark-up quoted for the B5 products will not be a factor in the award of the FUELTW 12 Contract.** Deliveries of

FUELTW12
Tank Wagon Delivery of:
Gasoline, E-10, Diesel, Winterized Diesel
Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

This is a request for quotation to supply unleaded gasoline, E-10, unleaded diesel, winterized diesel, B5 biodiesel, winterized B5 biodiesel, and heating fuels to all West Virginia State Agencies and Political Subdivisions by Tank Wagon delivery.

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.

I. 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.

FUELTW12
Tank Wagon Delivery of:
Gasoline, E-10, Diesel, Winterized Diesel
Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

biodiesel shall be clearly marked as such on vendor's invoice and delivery ticket.

2.4 SPECIAL REQUIREMENT OF THE DIVISION OF

HIGHWAYS: During the period of November 1 to February 28, diesel motor fuels, including the Biodiesel B5, shall be blended with a permissible diesel/biodiesel additive to reduce operability parameters (cloud point, cold filter plug point) and to increase winter operability, maintaining state/federal mandated regulatory specifications for on-road diesel fuel.

2.5 HEATING OIL: These specifications cover the grades #1, #2, #4, and #5 fuel oils for various types of fuel burning equipment. Heating oil specifications must meet the specifications of ASTM Heating Oil D396-09 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.

Fuel oil not meeting specifications is unacceptable 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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Gasoline, E-10, Diesel, Winterized Diesel
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Specifications

NOTE: Any alternative fuel that becomes available may be added to contract at the discretion of West Virginia Division of Highways.

III. 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.

IV. 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.

V. REPORTING REQUIREMENTS: Winning bidders **shall** be required to submit quarterly reports to the WV Department of Transportation Finance & Administration Division in a format which shall be supplied. This report shall show the quantity and cost of each product and the location (district/non-DOH deliveries separated and combined by location) to which it was delivered, and a total of each product for each quarter, for each contract award. This report **SHALL** also be sent to the Purchasing Division, Attention: krista.s.ferrell@wv.gov.

4.1 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.

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Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

IX. AGENCY ORDERING PROCEDURE: The Division of Highways, district locations – one (1) point of contact for orders, per district, shall place their order with vendor via e-mail or phone if computers are down.

All West Virginia State Agencies will place their own orders 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 locations is as follows:

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

FUELTW12
Tank Wagon Delivery of:
Gasoline, E-10, Diesel, Winterized Diesel
Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

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

X. VENDOR ACKNOWLEDGEMENT PROCEDURE: The vendor must e-mail agency upon receipt of order showing order received, and giving tentative delivery information. **Receipt of the vendor's acknowledgement showing the vendor's scheduled delivery date/time is important, as this allows the agency to insure staff will be available for the scheduled delivery.**

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:

Average rack price from OPIS report + State Excise Tax for
 Motor Fuel (if applicable) + Federal L.U.S.T. Fee
 + Vendors mark-up as quoted in contract
 = price per gallon delivered

FUELTW12
Tank Wagon Delivery of:
Gasoline, E-10, Diesel, Winterized Diesel
Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

XI. 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. The three (3) working day period shall start the next business day after receipt of order. Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday.

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.

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, must be left at the location receiving the fuel. 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. All tank wagon (T/W) fuel deliveries to underground storage tanks shall be made using a vapor recovery nozzle. Tank wagon (T/W) deliveries to underground storage tanks without a properly equipped vapor nozzle will be denied by the state agency.

Delivery errors by the vendor's delivery personnel or agents/sub contractors shall be the responsibility of the vendor and must be corrected to the agency's satisfaction.

FUELTW12
Tank Wagon Delivery of:
Gasoline, E-10, Diesel, Winterized Diesel
Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

A penalty fee of \$250 (reduction of invoice), can be imposed for failure to provide delivery of fuel within the three (3) working day period of order placement, unless such delay is attributable to terminal allocations. Vendors can submit documentation related to allocation issues to avoid the penalty.

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.

XII. 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.

XIII. 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.

FUELTW12
Tank Wagon Delivery of:
Gasoline, E-10, Diesel, Winterized Diesel
Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

Should fuel products become unavailable from a quoted terminal location, (in the event of an Emergency Declaration by the Governor) the wholesale fuel vendor shall have the option to pull fuel products from the next closest terminal location. If that fuel terminal location was not quoted as a potential source of supply, the agency shall reimburse the wholesale vendor the OPIS price for that terminal location as well as the additional transport expenses associated with the deliveries and documented by the vendor.

Government entities other than the WVDOH, utilizing this contract, must have the option of formulating their invoicing procedures with the successful vendors.

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: _____

Signed: _____

Date: _____

Title: _____

*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: _____

Authorized Signature: _____ Date: _____

State of _____

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ____ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____