



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
07/28/2011				

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

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE ANSWERS TO ALL TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (FUELTW12)		
				2.) PROVIDE AMENDED PRICING SHEETS PER THE ATTACHED		
				BID OPENING DATE REMAINS: 08/09/2011 BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		405-15		
				FUEL TANK WAGON		
				***** THIS IS THE END OF RFQ FUELTW12 ***** 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: FUELW12
Addendum No. 2
Technical Questions and Answers

- 1.) What happened to the 800 gallon minimum order requirement in order to qualify for contract purchases? All previous contracts contained this provision?
 - a. Irrespective of the method of transport, the minimum delivery quantity shall be 800 gallons. Vendors should remind ordering agencies that less than 800 gallons can be delivered as "off contract" purchases.
- 2.) Why are the bids being opened on separate dates? Historically, these are due on the same date and time. For those of us who hand deliver our bids and stay for the opening one bid opening date is more convenient and time effective.
 - a. While the Purchasing Division may open bids on any specified date and time, both the FUELW12 and FUELTT12 bids will open on 08/09/2011 at 1:30 pm.
- 3.) The first paragraph of each RFQ specifies unleaded diesel and it should be ultra low sulfur diesel.
 - a. Unleaded diesel is a typographical error and is herein replaced by "ultra low sulfur diesel"
- 4.) B5 Biodiesel on the tankwagon RFQ (FUELW12) will be difficult to obtain for most vendors who do not inventory B5 Biodiesel at their bulk plants (virtually all of us). B5 is readily available in some (PA) terminaling areas and can be readily accessed and delivered via transport deliveries only.
 - a. Agree. B5 Biodiesel is stricken from FUELW12, but remains a part of FUELTT12.
- 5.) There are no bid sheets included in either RFQ.
 - a. Bid sheets were provided as a part of Addendum, but revised bid sheets are included as a part of this addendum.

FUEL TW 12 VENDOR QUOTE SHEET

VENDOR:				
DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/W Markup Bid per Gallon	Potential Terminal Locations fuel will be pulled from
ONE	Unleaded Gasoline/E 10	201,000		
	No. 2 Diesel	50,000		
	No. 2 Diesel w/ Winter add.	170,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	2,556		
TWO	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	33,000		
	No. 2 Diesel w/ Winter add.	120,000		
	No. 1 Heating/Kerosene	1,000		
	No. 2 Heating	1,500		
THREE	Unleaded Gasoline/E 10	166,000		
	No. 2 Diesel	63,000		
	No. 2 Diesel w/ Winter add.	181,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	2,200		
FOUR	Unleaded Gasoline/E 10	243,000		
	No. 2 Diesel	87,000		
	No. 2 Diesel w/ Winter add.	245,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	5,000		
FIVE	Unleaded Gasoline/E 10	167,000		
	No. 2 Diesel	55,000		
	No. 2 Diesel w/ Winter add.	143,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	25,500		
SIX	Unleaded Gasoline/E 10	127,000		
	No. 2 Diesel	52,000		
	No. 2 Diesel w/ Winter add.	110,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	2,000		
SEVEN	Unleaded Gasoline/E 10	207,000		
	No. 2 Diesel	98,000		
	No. 2 Diesel w/ Winter add.	184,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	1,000		
EIGHT	Unleaded Gasoline/E 10	126,000		
	No. 2 Diesel	58,000		
	No. 2 Diesel w/ Winter add.	170,000		
	No. 1 Heating/Kerosene	12,000		
	No. 2 Heating	440,000		
NINE	Unleaded Gasoline/E 10	173,000		
	No. 2 Diesel	75,000		
	No. 2 Diesel w/ Winter add.	210,000		
	No. 1 Heating/Kerosene**	1,000		
	No. 2 Heating**	20,000		
TEN	Unleaded Gasoline/E 10	214,000		
	No. 2 Diesel	68,000		
	No. 2 Diesel w/ Winter add.	145,000		
	No. 1 Heating/Kerosene	0		
	No. 2 Heating**	1,000		

** Quantities represent Other Agency Estimated Quantities

Emergency Delivery Fee (upcharge): _____

Terminal Abbreviations:

- Altoona, PA - APA
- Ashland, KY - AKY
- Charleston, WV - CWV
- Fairfax, VA - FVA
- Marietta, OH - MOH
- Pittsburgh, PA - PPA
- Roanoke, VA - RVA

Vendor Contact/Coordinator: _____

Telephone Number: _____

Fax Number: _____

Signature/Date: _____