



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 660816

Procurement Type: Central Master Agreement

Vendor ID:

Legal Name: STUCK ENTERPRISES INC

Alias/DBA:

Total Bid: \$0.00

Response Date:

Response Time:

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2000000099

Published Date: 1/8/20

Close Date: 1/22/20

Close Time: 13:30

Status: Closed

Solicitation Description:

Total of Header Attachments: 2

Total of All Attachments: 2



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder : 660816
Solicitation Description : ADDENDUM 1 LIQUID PROPANE GAS (0520C0229)
Proc Type : Central Master Agreement

Date issued	Solicitation Closes	Solicitation Response	Version
	2020-01-22 13:30:00	SR 0803 ESR01222000000004285	1

VENDOR
000000160430 STUCK ENTERPRISES INC

Solicitation Number: CRFQ 0803 DOT2000000099

Total Bid : \$0.00 **Response Date:** 2020-01-22 **Response Time:** 10:41:59

Comments:

FOR INFORMATION CONTACT THE BUYER
 Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature on File	FEIN #	DATE
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All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Propane	0.00000	GL	\$1.260000	\$0.00

Comm Code	Manufacturer	Specification	Model #
15111501			

Extended Description : PRICING TO BE INCLUDED ON THE ATTACHED EXHIBIT A PRICING PAGE



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 17 - Fuels

Proc Folder: 660816

Doc Description: LIQUID PROPANE GAS (0520C0229)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-02	2020-01-22 13:30:00	CRFQ 0803 DOT2000000099	1

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Stuck Enterprises
 1115 East High Street Waynesburg, PA
 724-627-3757

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X

JoJo Lambiotte

FEIN # 251305625

DATE 1-17-20

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR LIQUID PROPANE GAS FOR DISTRICT FIVE (5) PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Propane	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
15111501			

Extended Description :

PRICING TO BE INCLUDED ON THE ATTACHED EXHIBIT A PRICING PAGE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-01-09

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting
Revised 11/14/2019

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: **January 9, 2020 at 10:00 AM**

Submit Questions to: **Crystal Hustead**
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Crystal.G.Hustead@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
BUYER: Crystal Hustead
SOLICITATION NO.: CRFQ DOT2000000099
BID OPENING DATE: January 22, 2020
BID OPENING TIME: 1:30 PM
FAX NUMBER: 304-558-3970

Revised 11/14/2019

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

Technical

Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 22, 2020 at 1:30 PM

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the

equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and should include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. A request form to help facilitate the request can be found at:

<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the

Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. INTERESTED PARTY DISCLOSURE: West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 Million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

23. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on award and extends for a period of one (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$100,000.00-***See Below per occurrence.

Automobile Liability Insurance in at least an amount of: \$100,000.00-***See Below per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

*****STATE OF WV MUST BE LISTED AS ADDITIONAL INSURED ON INSURANCE CERTIFICATE**

*****CERTIFICATE HOLDER SHOULD READ AS FOLLOWS:
STATE OF WV
1900 KANAWHA BLVD E, BLDG 5, CHARLESTON, WV 25305**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

_____ for _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it 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/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to 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 Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 11/14/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.


44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

JoJo Lambiotte, Business Development Manager
(Name, Title)
JoJo Lambiotte Business Development Manager
(Printed Name and Title)
1115 East High Street Waynesburg, PA
(Address)
(724)627-3757 / (724)852-1798
(Phone Number) / (Fax Number)
jlambiotte@jacobspetro.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Stuck Enterprises
(Company)
 Business Development manager
(Authorized Signature) (Representative Name, Title)
JoJo Lambiotte Business Development manager
(Printed Name and Title of Authorized Representative)
1-17-20
(Date)
(724)627-3757 / (724)852-1798
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2000000099

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input checked="" type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input checked="" type="checkbox"/> Addendum No. 7 |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input checked="" type="checkbox"/> Addendum No. 8 |
| <input checked="" type="checkbox"/> Addendum No. 4 | <input checked="" type="checkbox"/> Addendum No. 9 |
| <input checked="" type="checkbox"/> Addendum No. 5 | <input checked="" type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Stuck Enterprises

Company

JoJo Lambiotte

Authorized Signature

1-17-20

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

**REQUEST FOR QUOTATION
CRFQ DOT2000000099
Propane Fuel (0520C0229)**

SPECIFICATIONS

1. PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on the behalf of West Virginia Division of Highways to establish an open-end contract for the purchase and delivery of Liquid Propane Gas (LPG) for District Five (5).

2. DEFINITIONS: The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Item” or “Contract Items” means the list of items identified in Section 3.1 below and on the Pricing Pages.

2.2 “Pricing Pages” means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 “LPG” means liquid propane gas.

2.5 “Highest Quality Propane” is considered propane regardless of the grade. There are three grades of propane processed or refined in the United States. Each of the three grades, **HD-5**, **HD-10**, and **Commercial Propane** differ in propane consistency.

2.6 HD-5 grade Propane is the highest grade propane available to consumers. It is propane suitable and recommended for engine fuel use. HD-5 specifications consist of:

Minimum of 90% propane

Maximum of 5% propylene

Other gases constitute the remainder (iso-butane, butane, methane, etc.)

3. GENERAL REQUIREMENTS:

3.1 Contract Items and Mandatory Requirements: Vendor shall provide Agency with the Contract Items listed below on an open-end ad continuing basis. Contract

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CRFQ DOT2000000099
Propane Fuel (0520C0229)

Items must meet, or exceed, the mandatory requirements as shown below.

- 3.1.1** Vendor must be a licensed Refiner, Distributor or Dealer.
- 3.1.2** Vendor shall submit references on working with vaporizers, and bulk storage tanks upon request.
- 3.1.3** Vendor shall supply only HD-5 grade propane.
 - 3.1.3.1** Vendor shall provide proof of the quality of product prior to contract award and upon request by the Agency at any time during the life of the Contract. Such proof shall be propane grade as specified by the Refinery and in these specifications as HD-5.
- 3.1.4** Vendor must place the location on an “automatic fill” program. The object of the automatic fill program is to eliminate the need for Agency personnel to monitor fuel levels and place orders, while at the same time not running the risk of being without fuel.
- 3.1.5** If propane is needed outside of automatic fill, orders placed by the Agency personnel, must be delivered within 48 hours of the time of order.
- 3.1.6** Agency orders shall be placed by telephone or facsimile. It is the intent of the Agency that “manual” orders of this type be the exception, and shall only be used in other than normal circumstances.
- 3.1.7** Vendor shall replenish the facility’s fuel tank(s) automatically without an order being placed by the Agency personnel. Automatic refill schedule will be established once the agency and vendor have determined accurate delivery timeframes.
- 3.1.8** In the event any adulterated or substandard fuel is delivered, all costs associated with emptying and cleaning the Agency tank(s) shall be the responsibility of the Vendor.
Adulterated, or substandard, fuel means fuel containing less than 90% propane or more than the maximum of 5% propylene.

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Propane Fuel (0520C0229)**

3.1.9 Vendor shall provide storage tanks for Liquid Propane Gas at the quantities and locations provided on Exhibit B at no charge.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

4.2 Pricing Pages: Vendor should complete the Pricing Pages by providing the Terminal Location, the OPIS Cost of Propane (December 14, 2019 Greensburg, PA Wholesale), the Fixed Mark Up price, and the Extended Price based upon the estimated usage. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Crystal.G.Hustead@wv.gov

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**REQUEST FOR QUOTATION
CRFQ DOT2000000099
Propane Fuel (0520C0229)**

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders in accordance with the automatic fill program. Vendor shall deliver emergency orders within one (1) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**REQUEST FOR QUOTATION
CRFQ DOT2000000099
Propane Fuel (0520C0229)**

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2 Failure to comply with other specifications and requirements contained herein.
- 7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1 Immediate cancellation of the Contract.
- 7.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3 Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

REQUEST FOR QUOTATION
CRFQ DOT2000000099
Propane Fuel (0520C0229)

8.3 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

8.4 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: JoJo Lambiotte
Telephone Number: 681-285-1111
Fax Number: 724-852-1798
Email Address: jlambiotte@jacobspetro.com

Exhibit A Pricing Page


CRFQ DOT200000099						
Item #	LP Gas delivery Location	Unit of Measure	Estimated Annual Usage	OPIS Cost of Propane Per Gallon as of the Index Price on December 14, 2019	Firm Fixed Markup	Total Cost
1	BERKELEY CO., MARTINSBURG	GALLON	4000			
2	I-81, MARTINSBURG	GALLON	3000			
3	GRANT CO., OLD HQ. PETERSBURG	GALLON	3000			
4	GRANT CO., NEW HQ. PETERSBURG	GALLON	3000			
5	GRANT CO., MT. STORM	GALLON	2000			
6	HAMPSHIRE CO., ROMNEY	GALLON	3000			
7	HAMPSHIRE CO., ROMNEY (GARAGE)	GALLON	5000			
8	HAMPSHIRE CO., SLANESVILLE	GALLON	2000			
9	MINERAL CO., NEW CREEK	GALLON	4000			
10	MINERAL CO., SHORT GAP	GALLON	2000			
11	MINERAL CO., SKYLINE	GALLON	2000			
12	MINERAL CO., RADIO TOWER @ SKYLINE	GALLON	500			
13	MORGAN CO., BERKELEY SPRINGS	GALLON	4000			
14	DIST. HQ., BURLINGTON (MAINTENANCE)	GALLON	3000			
15	DIST. HQ., BURLINGTON (BRIDGE)	GALLON	2000			
16	DIST. HQ., BURLINGTON (LAB/MOBILE)	GALLON	900			
17	DIST. HQ., BURLINGTON (BRINE BUILDING)	GALLON	5000			
18	DIST. HQ., BURLINGTON (EQUIPMENT)	GALLON	1500			
19	KNOBLEY HQ., MAYSVILLE	GALLON	3000			
20	SIGN SHOP, BURLINGTON	GALLON	1500			
Total Bid Amount 						

EXHIBIT B
DELIVERY LOCATIONS & TANKS
0520C0229

ITEM NUMBER	LP GAS DELIVERY LOCATION	TANK QUANTITY	DESCRIPTION: TANK SIZE (GAL.)	DELIVERY CONTACT	TELEPHONE #
1	BERKELEY CO. HQ 591 ROCK CLIFF DRIVE MARTINSBURG, WV 25401	2	1000	NANCY MINNICK	304-267-0060
2	I-81 HQ 1893 ROCK CLIFF DRIVE MARTINSBURG, WV 25401	4	120	GLEN ODEN	304-267-0085
3	OLD GRANT CO. HQ 2599 NORTH FORK HWY. PETERSBURG, WV 26847	1	1000	STEVE SITES	304-400-5321
4	NEW GRANT CO. HQ 930 LUNICE CREEK HWY. PETERSBURG, WV 26847	1	2000	RACHEL HEDRICK	304-257-4455
5	MOUNT STORM SUBSTATION 1867 UNION HWY MOUNT STORM, WV 26739	1	1000	JODY	304-693-7761
6	HAMPSHIRE CO. HQ 56 DOH DRIVE ROMNEY, WV 26757	1	1000	AUTUMN KISER	304-822-4167
7	HAMPSHIRE CO. HQ (GARAGE) 56 DOH DRIVE ROMNEY, WV 26757	1	2000	AUTUMN KISER	304-822-4167
8	SLANESVILLE SUBSTATION 8051 BLOOMERY PIKE SLANESVILLE, WV 25444	1	500	TOMMY HAINES	304-496-7387
9	MINERAL CO., HQ 10800 NORTHWESTERN TPK. NEW CREEK, WV 26743	1	2000	BERNADETTE FARABAUGH	304-788-1221
10	SHORT GAP SUBSTATION 6385 FRANKFORT HWY. RIDGELEY, WV 26753	1	500	TIM WIGFIELD	304-726-4707
11	SKYLINE SUBSTATION 4947 ELK GARDEN HWY. ELK GARDEN, WV 26717	1	1000	KEVIN MCROBIE	304-446-5242
12	RADIO TOWER @ SKYLINE 4947 ELK GARDEN HWY. ELK GARDEN, WV 26717	1	500	KEVIN MCROBIE	304-446-5252
13	MORGAN CO., HQ 166 DOH LANE BERKELEY SPRINGS, WV 25411	2	1000	MIKE WALTMAN	304-258-2578
14	DIST. HQ., BURLINGTON (MAINTENANCE) 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
15	DIST. HQ., BURLINGTON (BRIDGE) 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
16	DIST. HQ., BURLINGTON (LAB/MOBILE) 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	325	JIM WOLFORD	304-289-2261
17	SIGN SHOP, BURLINGTON DRY RUN ROAD BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
18	BRINE BUILDING 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
19	KNOBLEY HQ. 157 KNOBLEY ACCESS RD. MAYSVILLE, WV 26833	1	1000	ZYNDALL THORNE	304-989-6709
20	EQUIPMENT BUILDING 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261

West Virginia Ethics Commission



Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

"Business entity" means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

"Interested party" or "Interested parties" means:

- (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors;
- (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract. (This subdivision does not apply to a publicly traded company); and
- (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

"State agency" means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education; Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: ethics@wv.gov; website: www.ethics.wv.gov.

West Virginia Ethics Commission
Disclosure of Interested Parties to Contracts

(Required by W. Va. Code § 6D-1-2)

Name of Contracting Business Entity: Stuck Enterprises Address: 1115 East High Street
Waynesburg, PA, 15370

Name of Authorized Agent: Jo Jo Lambiotte Address: _____

Contract Number: 0803 DOT 200000099 Contract Description: Propane

Governmental agency awarding contract: State of WV

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (attach additional pages if necessary):

1. Subcontractors or other entities performing work or service under the Contract

Check here if none, otherwise list entity/individual names below.

2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)

Check here if none, otherwise list entity/individual names below.

3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)

Check here if none, otherwise list entity/individual names below.

Signature: [Signature]

Date Signed: 1/21/20

Notary Verification

State of Pennsylvania, County of Greene:

I, Jamie Paul Braddock, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this 21st day of January, 2020

[Signature]
Notary Public's Signature Commonwealth of Pennsylvania

To be completed by State Agency:

Date Received by State Agency: _____
Date submitted to Ethics Commission: _____
Governmental agency submitting Disclosure: _____

Notarial Seal
JAMIE PAUL BRADDOCK - Notary Public
WAYNESBURG BORO, GREENE COUNTY
My Commission Expires Oct 17, 2021

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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 exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Stucky Enterprises

Authorized Signature: [Signature] Date: 1/21/20

State of Pennsylvania

County of Greene, to-wit:

Taken, subscribed, and sworn to before me this 21st day of January, 2020

My Commission expires 10/17/21, 2021.

AFFIX SEAL HERE

NOTARY PUBLIC Jamie Paul Braddock
Purchasing Affidavit (Revised 01/19/2018)

Commonwealth of Pennsylvania
Notarial Seal
JAMIE PAUL BRADDOCK - Notary Public
WAYNESBURG BORO, GREENE COUNTY
My Commission Expires Oct 17, 2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/22/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060		CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
INSURED STUCK ENTERPRISES, INC., JACOBS PETROLEUM PRODUCTS, LLC 1115 E HIGH ST WAYNESBURG, PA 15370-1785		INSURER A: FEDERATED MUTUAL INSURANCE COMPANY INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 13935

COVERAGES **CERTIFICATE NUMBER: 155** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	6098614	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) EXCLUDED PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	6098614	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION	N	N	6098616	04/01/2019	04/01/2020	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6098615	04/01/2019	04/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON BUSINESS AUTO LIABILITY.
FOR REASONS OTHER THAN NON-PAYMENT OF PREMIUM, 30 DAYS NOTICE WILL BE PROVIDED TO THE CERTIFICATE HOLDER IN THE EVENT THAT THE ISSUING COMPANY CANCELS THE POLICY BEFORE THE EXPIRATION DATE OF THE POLICY.

CERTIFICATE HOLDER 040-233-9 STATE OF WV 1900 KANAWHA BLVD E RM 5 CHARLESTON, WV 25305-0001	CANCELLATION 155 0 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

FEDERATED INSURANCE COMPANIES

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

INSURED:

STUCK ENTERPRISES, INC.
1115 E HIGH ST
WAYNESBURG PA 15370

1. WHO IS AN INSURED for "bodily injury" and "property damage" liability is amended to include the Additional Insured specified below but only with respect to liability arising out of your operations or premises owned by or rented to you.
2. The insurance does not apply to "bodily injury" or "property damage" liability arising out of the sole negligence of the Additional Insured named below.
3. We agree to notify the Additional Insured named below at the address stated below of any cancellation of, or material change to, this policy.

Relationship of the Additional Insured to the Insured:

ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES
ONLY TO DELIVERY OF FUEL TO CERTIFICATE HOLDER
LOCATION(S).

Additional Insured Name and Address:

STATE OF WV
1900 KANAWHA BLVD E RM 5
CHARLESTON WV 25305

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
STATE OF WV 1900 KANAWHA BLVD E RM 5 CHARLESTON WV 25305	ANY COVERAGE PROVIDED BY THIS ENDORSEMENT APPLIES ONLY TO DELIVERY OF FUEL TO CERTIFICATE HOLDER LOCATION(S).
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

STUCK ENTERPRISES, INC.
1115 E HIGH ST
WAYNESBURG PA 15370

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 17 - Fuels

Proc Folder: 660816

Doc Description: ADDENDUM 1 LIQUID PROPANE GAS (0520C0229)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-08	2020-01-22 13.30.00	CRFQ 0803 DOT2000000099	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Stuck Enterprises
 1115 East High Street Waynesburg, PA
 724-627-3757

FOR INFORMATION CONTACT THE BUYER

Crystal G Husted
 (304) 558-2402
 crystal.g.husted@wv.gov

Signature X

JoJo Lambiotte

FEIN # 251305625

DATE 1-17-20

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR LIQUID PROPANE GAS FOR DISTRICT FIVE (5) PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Propane	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
15111501			

Extended Description :

PRICING TO BE INCLUDED ON THE ATTACHED EXHIBIT A PRICING PAGE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	VENDOR QUESTION DEADLINE	2020-01-09

SOLICITATION NUMBER: CRFQ DOT2000000099
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- | Modify bid opening date and time
- | Modify specifications of product or service being sought
- | Attachment of vendor questions and responses
- | Attachment of pre-bid sign-in sheet
- | Correction of error
- | Other

Description of Modification to Solicitation:

1. To provide answers to vendor questions
2. To provide Revised Exhibit A Pricing Page with additional locations
3. To provide Revised Exhibit B with additional delivery locations

No other changes

Bid opening remains 01/22/2020 at 1:30 PM

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

ATTACHMENT A

CRFQ DOT2000000099

Addendum 1

- 1) Does the state own all the tanks or will we need to set new tanks?
 - a. Current tanks are vendor owned. New tanks would need to be set.
- 2) The only thing that stays constant is the firm fixed markup, will the price change based on the OPIS price the day of delivery?
 - a. Per Exhibit A Pricing Page, pricing is based on firm fixed markup.
- 3) Will it be ok to outfit each tank with a remote gauge for inventory purposes?
 - a. Yes.
- 4) What are the payment terms?
 - a. See sections 14 Payment in Arrears and 15 Payment Methods of the General Terms and Conditions contained in the solicitation documents.
- 5) If the tanks are leased will the State of WV need one lease agreement for all tanks or a separate lease agreement for each tank set?
 - a. Vendors who require lease agreements must submit a copy prior to award for review. If approved, the agreements will be per location.

REVISED EXHIBIT A PRICING PAGE

Item #	LP Gas delivery Location	Unit of Measure	Estimated Annual Usage	OPIS Cost of Propane Per Gallon as of the Index Price on December 14, 2019	Firm Fixed Markup	Total Cost
1	BERKELEY CO., MARTINSBURG	GALLON	4000	0.51	0.75	\$1.26
2	I-81, MARTINSBURG	GALLON	3000	0.51	0.75	\$1.26
3	GRANT CO., OLD HQ. PETERSBURG	GALLON	3000	0.51	0.75	\$1.26
4	GRANT CO., NEW HQ. PETERSBURG	GALLON	3000	0.51	0.75	\$1.26
5	GRANT CO., MT. STORM	GALLON	2000	0.51	0.75	\$1.26
6	HAMPSHIRE CO., ROMNEY	GALLON	3000	0.51	0.75	\$1.26
7	HAMPSHIRE CO., ROMNEY (GARAGE)	GALLON	5000	0.51	0.75	\$1.26
8	HAMPSHIRE CO., SLANESVILLE	GALLON	2000	0.51	0.75	\$1.26
9	MINERAL CO., NEW CREEK	GALLON	4000	0.51	0.75	\$1.26
10	MINERAL CO., SHORT GAP	GALLON	2000	0.51	0.75	\$1.26
11	MINERAL CO., SKYLINE	GALLON	2000	0.51	0.75	\$1.26
12	MINERAL CO., RADIO TOWER @ SKYLINE	GALLON	500	0.51	0.75	\$1.26
13	MORGAN CO., BERKELEY SPRINGS	GALLON	4000	0.51	0.75	\$1.26
14	DIST. HQ., BURLINGTON (MAINTENANCE)	GALLON	3000	0.51	0.75	\$1.26
15	DIST. HQ., BURLINGTON (BRIDGE)	GALLON	2000	0.51	0.75	\$1.26
16	DIST. HQ., BURLINGTON (LAB/MOBILE)	GALLON	900	0.51	0.75	\$1.26
17	DIST. HQ., BURLINGTON (BRINE BUILDING)	GALLON	5000	0.51	0.75	\$1.26
18	DIST. HQ., BURLINGTON (EQUIPMENT)	GALLON	1500	0.51	0.75	\$1.26
19	KNOBLEY HQ., MAYSVILLE	GALLON	3000	0.51	0.75	\$1.26
20	SIGN SHOP, BURLINGTON	GALLON	1500	0.51	0.75	\$1.26
21	DISFORCE, BURLINGTON	GALLON	2,000	0.51	0.75	\$1.26
22	KNOBLEY WASH BAY, MAYSVILLE	GALLON	2,000	0.51	0.75	\$1.26

REVISED EXHIBIT B
DELIVERY LOCATIONS & TANKS

ITEM NUMBER	L.P. GAS DELIVERY LOCATION	TANK QUANTITY	DESCRIPTION: TANK SIZE (GAL.)	DELIVERY CONTACT	TELEPHONE #
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2	I-81 HQ 1893 ROCK CLIFF DRIVE MARTINSBURG, WV 25401	4	120	GLEN ODEN	304-267-0085
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5	MOUNT STORM SUBSTATION 1867 UNION HWY MOUNT STORM, WV 26739	1	1000	JODY	304-693-7761
6	HAMPSHIRE CO. HQ 56 DOH DRIVE ROMNEY, WV 26757	1	1000	AUTUMN KISER	304-822-4167
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10	SHORT GAP SUBSTATION 6385 FRANKFORT HWY. RIDGELEY, WV 26753	1	500	TIM WIGFIELD	304-726-4707
11	SKYLINE SUBSTATION 4947 ELK GARDEN HWY. ELK GARDEN, WV 26717	1	1000	KEVIN MCROBIE	304-446-5242
12	RADIO TOWER @ SKYLINE 4947 ELK GARDEN HWY. ELK GARDEN, WV 26717	1	500	KEVIN MCROBIE	304-446-5252
13	MORGAN CO., HQ 166 DOH LANE BERKELEY SPRINGS, WV 25411	2	1000	MIKE WALTMAN	304-258-2578
14	DIST. HQ., BURLINGTON (MAINTENANCE) 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
15	DIST. HQ., BURLINGTON (BRIDGE) 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
16	DIST. HQ., BURLINGTON (LAB/MOBILE) 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	325	JIM WOLFORD	304-289-2261
17	SIGN SHOP, BURLINGTON DRY RUN ROAD BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
18	BRINE BUILDING 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
19	KNOBLEY HQ. 157 KNOBLEY ACCESS RD. MAYSVILLE, WV 26833	1	1000	ZYNDALL THORNE	304-989-6709
20	EQUIPMENT BUILDING 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
21	DISFORCE 2120 NORTHWEST TURNPIKE BURLINGTON, WV 26710	1	1000	JIM WOLFORD	304-289-2261
22	KNOBLEY WASH BAY 157 KNOBLEY ACCESS RD. MAYSVILLE, WV 26833	1	1000	ZYNDALL THORNE	304-989-6709

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT2000000099

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input checked="" type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input checked="" type="checkbox"/> Addendum No. 7
<input checked="" type="checkbox"/> Addendum No. 3	<input checked="" type="checkbox"/> Addendum No. 8
<input checked="" type="checkbox"/> Addendum No. 4	<input checked="" type="checkbox"/> Addendum No. 9
<input checked="" type="checkbox"/> Addendum No. 5	<input checked="" type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Stuck Enterprises

Company

JoJo Lambiotte

Authorized Signature

1-17-20

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
 Request for Quotation
 17 – Fuels

Proc Folder: 660816

Doc Description: ADDENDUM 1 LIQUID PROPANE GAS (0520C0229)

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2020-01-08	2020-01-22 13:30:00	CRFQ 0803 DOT2000000099	2

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Stuck Enterprises
 1115 East High Street Waynesburg, PA
 724-627-3757

FOR INFORMATION CONTACT THE BUYER

Crystal G Hustead
 (304) 558-2402
 crystal.g.hustead@wv.gov

Signature X

JoJo Lambiotta

FEIN # 251305625

DATE 1-17-20

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION:

THE STATE OF WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS TO ESTABLISH AN OPEN-END CONTRACT FOR LIQUID PROPANE GAS FOR DISTRICT FIVE (5) PER THE ATTACHED DOCUMENTS.

QUESTIONS REGARDING THE SOLICITATION MUST BE SUBMITTED IN WRITING TO CRYSTAL.G.HUSTEAD@WV.GOV PRIOR TO THE QUESTION PERIOD DEADLINE CONTAINED IN THE INSTRUCTIONS TO VENDORS SUBMITTING BIDS

INVOICE TO		SHIP TO	
DIVISION OF HIGHWAYS DISTRICT FIVE PO BOX 99 BURLINGTON WV26710 US		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Propane	0.00000	GL		

Comm Code	Manufacturer	Specification	Model #
15111501			

Extended Description :
 PRICING TO BE INCLUDED ON THE ATTACHED EXHIBIT A PRICING PAGE

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	VENDOR QUESTION DEADLINE	2020-01-09

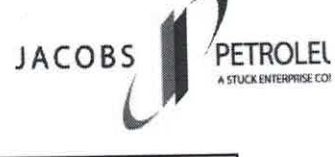
DOT2000000099	Document Phase Final	Document Description ADDENDUM 1 LIQUID PROPANE GAS (0520C0229)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



SERVICE & SUPPLY AGREEMENT



Jacobs Petroleum Products, Inc. ("Company" or "Jacobs Petroleum")
 Address: 1115 East High Street, Waynesburg, PA 15370
 Phone: 724-627-3757 - Fax: 724-852-1798

Agreement Date		Account Number:	
Name		Telephone	
Delivery Address:	City:	State:	Zip Code:
Billing Address:	City:	State:	Zip Code:

In consideration of the mutual covenants and promises contained herein, the Company hereby leases unto Customer for a period of one (1) year from the date hereof the following described equipment (referred to hereinafter as "Leased Equipment") to be located on the Customer's premises or on premises occupied by the Customer, to wit:

Equipment	Description	Size	Serial Number	Manufacturer	Quantity
Tank(s)	LP tanks	1000 AG			1
Regulator(s)					

Initial Price and Fees: Customer agrees to purchase Propane at the INITIAL PRICE OF \$_____ for the first fill together with the following fees and charges as applicable, as set forth below or on invoices/statements:

Installation Fee: \$249.95

Equipment Lease: **\$150** if less than **1000** gallons are purchased
\$100 if less than **1200** gallons are purchased.

Propane Usage and Appliance changes: Customer shall notify Jacobs Petroleum: a) of changes in Propane consumption that may require adjustment of volume and/or frequency of fuel deliveries; b) of any change in occupancy of the Delivery address at least five days prior thereto; c) before any Propane-fueled unit or appliance is to be connected, disconnected or replaced, and before start-up of seasonal equipment. As of the Agreement date the following units and/or appliances are in use at the delivery address:

	Furnace	Water Heater	Space Heater	Range	Clothes Dryer	Fireplace	Boiler	Other
Manufacturer	This data will be gathered on the gas check form when gas check is conducted at the house. A representative or the homeowner must be present for this check.							
Model No.								
Serial No.								
BTU's								

TERMS AND CONDITIONS

1. This Agreement will be for (1) year (the "Initial Term"), commencing on the date herein, and will renew automatically for a successive (1) year term ("Renewal Term") after the initial term.
2. Customer agrees to purchase all its propane/LP Gas (referred to throughout as Propane) requirements from Company at Company's announced price schedule and credit terms. Company shall deliver propane to customer as scheduled by company, or within a reasonable amount of time after receipt of a request from Customer to do so. Customer acknowledges that company's price for propane may change. Company will, at customer's request, inform customer of the

price being charged by it for propane on the date of the request, but is otherwise not obligated to provide prior notice of such pricing or of any price changes.

Customer Further understands and agrees that Company, may from time to time offer promotional or other special pricing programs or price discounts for which customer may not be eligible.

3. A Delivery Invoice may be left at the customer's location even if customer is not present at the time of delivery. Payment in full is due upon Customer's Receipt of Jacobs Petroleum's Invoice or upon receipt of the Monthly Statement if the customer has been approved by the Company. Jacobs Petroleum may suspend Propane Delivery, and disconnect Equipment, without further notice, if the account balance is not paid in full. Reconnection of Equipment is subject to a reconnection charge. A Late Payment Charge will be calculated based upon an interest rate of 18% per annum. If Customer's credit shall for any cause be deemed unsatisfactory by Jacobs Petroleum, Jacobs Petroleum shall have the right to require payment in advance before making further deliveries. Title to Propane shall remain with Jacobs Petroleum until Customer has paid for it. Customer shall pay all costs incurred by company in collecting delinquent amounts, including but not limited to reasonable attorney' fees.
4. Customer accepts possession of Leased Equipment for the exclusive purpose of storing and dispensing Propane or LP Gas, as specified herein. Use of Leased Equipment for storage or dispensing of Propane or LP Gas furnished by any other sources other than Company is strictly prohibited.

It is expressly agreed between the parties that the leased equipment is now and will remain personal property of Company and that title to the leased equipment will remain with Company at all times even though it may be fastened or attached to real estate.

To the extent applicable, it is Customer's responsibility to comply with all laws, regulations, and rules pertaining to the presence and/or storage of Propane at the Property, including any reporting obligations or notice requirements. Customer acknowledges that there are certain hazards inherent in the storage and use of Propane and agrees that it is Customer's responsibility to provide any warning or other protection deemed necessary or desired with respect to any family members, household residents, guests, agents, and/or employees and any other persons exposed to the Propane, propane or LP Gas equipment and/or the Leased Equipment.

5. If customer fails to meet the Equipment Rental Fee Program Requirements, Company may, in its sole discretion (i) exchange the Leased Equipment for equipment more compatible with Customer's Needs, (ii) terminate this Agreement and remove Leased Equipment from the Property, (iii) charge the applicable rental fee for the Leased Equipment; or, (iv) sell the Equipment to the Customer AS-IS at the then Current Market Value and subject to a Purchase and Sale Agreement between Company and Customer.
6. Customer hereby agrees that upon termination of this Agreement: Jacobs Petroleum shall have the absolute right to remove its equipment without notice or process of law. Customer shall be solely responsible to pay for all costs associated with Equipment removal, and Jacobs Petroleum shall not be liable for any injury or damage to the Delivery address property in connection with the removal of aboveground or underground tanks.

In addition, in the event that any of the Leased Equipment is installed underground, Customer shall be responsible for filling, grading, and seeding the excavation site and shall comply with all applicable laws and regulations therewith. Any necessary repairs or replacements on Leased Equipment caused by natural wear and tear or the elements will be paid for by the Company; if said repairs or replacements are made necessary because of the negligence of anyone other than the Company, the Customer agrees to pay a reasonable charge for such replacement or repair.

Upon the expiration or termination of this Agreement, Customer must return the Leased Equipment to Company in as good condition as when received hereunder, ordinary wear and tear alone excepted. Customer shall pay to Company any expenses or costs relating to such return, including any pick up, pump out, restocking, underground tank removal and/or disconnection fees then being charged by Company.

Customer agrees to notify Company in writing prior to selling or moving from the Property and to notify any and all agents, realtors, auctioneers, mortgagors, or potential purchasers of the Property that Leased Equipment is the property of Company and may remain at the Property so long as the subsequent owner agrees to and executes a Service Agreement and Authorization for a Credit Check. Company shall not be required to provide a refund for product sold to Customer once Customer has moved from the Property. If new customer does not engage Company for LP or Propane Gas services, Company may enter on to the Property and remove the Leased Equipment and this contract shall be terminated immediately.

Customer has no right to assign this Agreement or any rights hereunder, other than as specified herein.

Company may terminate its obligations to supply any Propane gas or any Propane Equipment to Customer hereunder immediately, and without any prior notice to or opportunity to cure by Customer, if Customer fails to perform any of its obligations or duties under this Agreement.

7. Customer grants an irrevocable license to Company at all times for the purpose of installing, maintaining, inspecting, filling, or removing Leased Equipment. Company or its assigns will at all times have free access to such equipment and free right of ingress and egress on Customer's premises for these purposes without demand or legal process. The Customer hereby fully exonerates and holds the Company, its assigns or legal representatives harmless from any claim for trespass, or any other claim for damages on account of entering upon said premises and taking or causing to be taken the Leased Equipment. Customer hereby grants Company, its employees, contractors, and assigns, the right of ingress and egress to, from and over Customer's Property or any surrounding properties for the purpose of performing the rights and duties of Company under this agreement. To the extent Company determines it is necessary or appropriate, Customer agrees to execute and deliver an easement or other instrument satisfactory to the Company in order to evidence and secure the rights of Company and its employees, agents, and contractors to ingress and egress hereunder and the right to install and remove the Leased Equipment on the Property. At all times, Customer shall maintain access to and the area surrounding the Leased Equipment in safe condition.
8. Customer shall indemnify and hold Company harmless from and against all loss, expense (including attorney's fees), damages or claims whether from negligence, breach of warranty, strict tort liability, injury or death to persons, or damage to property arising out of or resulting from the use of the Leased Equipment, unless the foregoing can be attributed solely to Company's gross negligence.

Company will not be liable for any failure or delay in the performance of any duty or obligation of Company hereunder due to causes beyond its reasonable control, including, without limitation, unavailability or shortage of supplies of Propane Gas or Equipment from usual sources, governmental action, strikes, labor problems, Acts of God, war riot or civil unrest. In addition, Customer agrees that in the event of any shortage of supply, Company may allocate or apportion its available supply of Propane Gas among its customers in such manner and in accordance with such prioritization schedule as Company, in its sole discretion, may determine.

Company will not be liable for any damage, injury or loss due to or arising out of the delivery, installation or use of any of the Propane Equipment or of any Propane Gas unless such damage, injury or loss was caused solely by Company's gross negligence. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE EQUIPMENT OR PROPANE GAS INSTALLED OR DELIVERED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WORKMANLIKE SERVICES, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER THE ACTION IS BASED IN CONTRACT, NEGLIGENCE OR STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE OF PROPERTY, COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION IN ANY MANNER OR FOR ANY CAUSE.

9. Customer agrees to provide occupants of the delivery address and all end users of the Propane sold hereunder with safety information provided by Jacobs Petroleum. For additional safety information, please contact Jacobs Petroleum at 724-627-3757. Customer shall ensure that all end users are familiar with the odor of propane, and acknowledges that UL-listed Propane gas detectors and carbon monoxide detectors are commercially available to provide warning of the presence of Propane or carbon monoxide.

By signing this Agreement, **Customer acknowledges that he/she has become familiar with the odor of Propane and has received a copy of the Important Propane Safety Information Brochure.**

10. Customer has authorized or hereby authorizes Jacobs Petroleum to conduct a credit check to evaluate his/her credit prior to Jacobs Petroleum's acceptance of this Agreement. Any change to this Agreement must be in writing and mutually executed by the parties.
11. Customer may choose two methods of delivery. Customer can choose to call in for each delivery by placing an order through the Jacobs Petroleum office at (724) 627-3757. Customer understands that Company needs to be given ample time to make a delivery to avoid a run-out situation. If Customer fails to give ample time to make a delivery from the order date, and Customer runs out of propane, Customer understands that Leak Test and Emergency Fees may apply in such situations. Current Leak Test Fee is \$65 and Current Emergency Delivery Fee is \$175 for evening or weekend delivery requests. In any case of a run-out, the Leak Test Fee will be applied and added to the total bill to be paid by Customer. These fees may change at any time without warning.

Customer may choose to be on Automatic Delivery for Propane Deliveries. With signing up for Automatic Delivery, Customer will be required to fill out a **separate credit check form** and have approved credit by Stuck Enterprises' credit department. If Customer does not secure approved credit, Company will contact Customer and will advise that credit has not been approved, therefore removing Customer from Automatic Delivery. Alternatively, Customer may give Company a valid credit card to keep on file for charging automatically after each delivery. If at any time, Customer's credit card on file is no longer valid, or Customer is no longer credit approved due to non-payment issues, Automatic Delivery can cease with or

without notifying Customer of removal from Automatic Delivery. On the occasion of run-out if Customer is on Automatic Delivery, Leak Test Fees and Emergency Delivery Fees will not apply if the only cause is simple product run-out.

Customer's requested delivery method is indicated below and Customer agrees to Part #11 of this Contract:

- Automatic Delivery Requested (Requires Approved Credit Application or Credit Card on File)
- Will-Call for Delivery Initials: _____

Any changes to this delivery method must be in writing, or can be emailed to Company by emailing info@jacobspetro.com.

This writing embodies the entire understanding of the parties, and there are no further Agreements, oral or written, between the parties pertaining to the subject matter hereof.

Jacobs Petroleum and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

For Jacobs: _____
Signature of Jacobs Petroleum's Manager

Customer: _____
Signature of Customer

Print Name and Title

Print Customer's Name

Jacobs Petroleum Products, Inc. ("Company" or "Jacobs Petroleum")	
Address: 1115 East High Street, Waynesburg, PA 15370	
Phone: 724-627-3757 - Fax: 724-852-1798	

Agreement Date		Account Number:	
Name		Telephone	
Delivery Address:	City:	State:	Zip Code:
Billing Address:	City:	State:	Zip Code:

In consideration of the mutual covenants and promises contained herein, the Company hereby leases unto Customer for a period of one (1) year from the date hereof the following described equipment (referred to hereinafter as "Leased Equipment") to be located on the Customer's premises or on premises occupied by the Customer, to wit:

Equipment	Description	Size	Serial Number	Manufacturer	Quantity
Tank(s)	LP tanks	500 AG			1
Regulator(s)					

Initial Price and Fees: Customer agrees to purchase Propane at the going market rate per gallon for the first fill together with the following fees and charges as applicable, as set forth below or on invoices/statements:

Installation Fee: \$249.95

Equipment Lease: \$75 if less than 500 gallons are purchased
 \$60 if less than 800 gallons are purchased.

Propane Usage and Appliance changes: Customer shall notify Oakland Oil: a) of changes in Propane consumption that may require adjustment of volume and/or frequency of fuel deliveries; b) of any change in occupancy of the Delivery address at least five days prior thereto; c) before any Propane-fueled unit or appliance is to be connected, disconnected or replaced, and before start-up of seasonal equipment. As of the Agreement date the following units and/or appliances are in use at the delivery address:

	Furnace	Water Heater	Space Heater	Range	Clothes Dryer	Fireplace	Boiler	Other
Manufacturer	This data will be gathered on the gas check form when gas check is conducted at the house. A representative or the homeowner must be present for this check.							
Model No.								
Serial No.								
BTU's								

TERMS AND CONDITIONS

1. This Agreement will be for (1) year (the "Initial Term"), commencing on the date herein, and will renew automatically for a successive (1) year term ("Renewal Term") after the initial term.
2. Customer agrees to purchase all its propane/LP Gas (referred to throughout as Propane) requirements from Company at Company's announced price schedule and credit terms. Company shall deliver propane to customer as scheduled by company, or within a reasonable amount of time after receipt of a request from Customer to do so. Customer acknowledges that company's price for propane may change. Company will, at customer's request, inform customer of the

price being charged by it for propane on the date of the request, but is otherwise not obligated to provide prior notice of such pricing or of any price changes.

Customer Further understands and agrees that Company, may from time to time offer promotional or other special pricing programs or price discounts for which customer may not be eligible.

3. A Delivery Invoice may be left at the customer's location even if customer is not present at the time of delivery. Payment in full is due upon Customer's Receipt of Oakland Oil's Invoice or upon receipt of the Monthly Statement if the customer has been approved by the Company. Oakland Oil may suspend Propane Delivery, and disconnect Equipment, without further notice, if the account balance is not paid in full. Reconnection of Equipment is subject to a reconnection charge. A Late Payment Charge will be calculated based upon an interest rate of 18% per annum. If Customer's credit shall for any cause be deemed unsatisfactory by Oakland Oil, Oakland Oil shall have the right to require payment in advance before making further deliveries. Title to Propane shall remain with Oakland Oil until Customer has paid for it. Customer shall pay all costs incurred by company in collecting delinquent amounts, including but not limited to reasonable attorney' fees.
4. Customer accepts possession of Leased Equipment for the exclusive purpose of storing and dispensing Propane or LP Gas, as specified herein. Use of Leased Equipment for storage or dispensing of Propane or LP Gas furnished by any other sources other than Company is strictly prohibited.

It is expressly agreed between the parties that the leased equipment is now and will remain personal property of Company and that title to the leased equipment will remain with Company at all times even though it may be fastened or attached to real estate.

To the extent applicable, it is Customer's responsibility to comply with all laws, regulations, and rules pertaining to the presence and/or storage of Propane at the Property, including any reporting obligations or notice requirements. Customer acknowledges that there are certain hazards inherent in the storage and use of Propane and agrees that it is Customer's responsibility to provide any warning or other protection deemed necessary or desired with respect to any family members, household residents, guests, agents, and/or employees and any other persons exposed to the Propane, propane or LP Gas equipment and/or the Leased Equipment.

5. If customer fails to meet the Equipment Rental Fee Program Requirements, Company may, in its sole discretion (i) exchange the Leased Equipment for equipment more compatible with Customer's Needs, (ii) terminate this Agreement and remove Leased Equipment from the Property, (iii) charge the applicable rental fee for the Leased Equipment; or, (iv) sell the Equipment to the Customer AS-IS at the then Current Market Value and subject to a Purchase and Sale Agreement between Company and Customer.
6. Customer hereby agrees that upon termination of this Agreement: Oakland Oil shall have the absolute right to remove its equipment without notice or process of law. Customer shall be solely responsible to pay for all costs associated with Equipment removal, and Oakland Oil shall not be liable for any injury or damage to the Delivery address property in connection with the removal of aboveground or underground tanks.

In addition, in the event that any of the Leased Equipment is installed underground, Customer shall be responsible for filling, grading, and seeding the excavation site and shall comply with all applicable laws and regulations therewith. Any necessary repairs or replacements on Leased Equipment caused by natural wear and tear or the elements will be paid for by the Company; if said repairs or replacements are made necessary because of the negligence of anyone other than the Company, the Customer agrees to pay a reasonable charge for such replacement or repair.

Upon the expiration or termination of this Agreement, Customer must return the Leased Equipment to Company in as good condition as when received hereunder, ordinary wear and tear alone excepted. Customer shall pay to Company any expenses or costs relating to such return, including any pick up, pump out, restocking, underground tank removal and/or disconnection fees then being charged by Company.

Customer agrees to notify Company in writing prior to selling or moving from the Property and to notify any and all agents, realtors, auctioneers, mortgagors, or potential purchasers of the Property that Leased Equipment is the property of Company and may remain at the Property so long as the subsequent owner agrees to and executes a Service Agreement and Authorization for a Credit Check. Company shall not be required to provide a refund for product sold to Customer once Customer has moved from the Property. If new customer does not engage Company for LP or Propane Gas services, Company may enter on to the Property and remove the Leased Equipment and this contract shall be terminated immediately.

Customer has no right to assign this Agreement or any rights hereunder, other than as specified herein.

Company may terminate its obligations to supply any Propane gas or any Propane Equipment to Customer hereunder immediately, and without any prior notice to or opportunity to cure by Customer, if Customer fails to perform any of its obligations or duties under this Agreement.

7. Customer grants an irrevocable license to Company at all times for the purpose of installing, maintaining, inspecting, filling, or removing Leased Equipment. Company or its assigns will at all times have free access to such equipment and free right of ingress and egress on Customer's premises for these purposes without demand or legal process. The Customer hereby fully exonerates and holds the Company, its assigns or legal representatives harmless from any claim for trespass, or any other claim for damages on account of entering upon said premises and taking or causing to be taken the Leased Equipment. Customer hereby grants Company, its employees, contractors, and assigns, the right of ingress and egress to, from and over Customer's Property or any surrounding properties for the purpose of performing the rights and duties of Company under this agreement. To the extent Company determines it is necessary or appropriate, Customer agrees to execute and deliver an easement or other instrument satisfactory to the Company in order to evidence and secure the rights of Company and its employees, agents, and contractors to ingress and egress hereunder and the right to install and remove the Leased Equipment on the Property. At all times, Customer shall maintain access to and the area surrounding the Leased Equipment in safe condition.
8. Customer shall indemnify and hold Company harmless from and against all loss, expense (including attorney's fees), damages or claims whether from negligence, breach of warranty, strict tort liability, injury or death to persons, or damage to property arising out of or resulting from the use of the Leased Equipment, unless the foregoing can be attributed solely to Company's gross negligence.

Company will not be liable for any failure or delay in the performance of any duty or obligation of Company hereunder due to causes beyond its reasonable control, including, without limitation, unavailability or shortage of supplies of Propane Gas or Equipment from usual sources, governmental action, strikes, labor problems, Acts of God, war riot or civil unrest. In addition, Customer agrees that in the event of any shortage of supply, Company may allocate or apportion its available supply of Propane Gas among its customers in such manner and in accordance with such prioritization schedule as Company, in its sole discretion, may determine.

Company will not be liable for any damage, injury or loss due to or arising out of the delivery, installation or use of any of the Propane Equipment or of any Propane Gas unless such damage, injury or loss was caused solely by Company's gross negligence. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE EQUIPMENT OR PROPANE GAS INSTALLED OR DELIVERED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WORKMANLIKE SERVICES, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER THE ACTION IS BASED IN CONTRACT, NEGLIGENCE OR STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE OF PROPERTY, COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION IN ANY MANNER OR FOR ANY CAUSE.

9. Customer agrees to provide occupants of the delivery address and all end users of the Propane sold hereunder with safety information provided by Oakland Oil & Propane. For additional safety information, please contact Oakland Oil & Propane at 301-334-2678. Customer shall ensure that all end users are familiar with the odor of propane, and acknowledges that UL-listed Propane gas detectors and carbon monoxide detectors are commercially available to provide warning of the presence of Propane or carbon monoxide.

By signing this Agreement, **Customer acknowledges that he/she has become familiar with the odor of Propane and has received a copy of the Important Propane Safety Information Brochure.**

10. Customer has authorized or hereby authorizes Oakland Oil & Propane to conduct a credit check to evaluate his/her credit prior to Oakland Oil's acceptance of this Agreement. Any change to this Agreement must be in writing and mutually executed by the parties.
11. Customer may choose two methods of delivery. Customer can choose to call in for each delivery by placing an order through the Oakland Oil office at (301) 334-2678. Customer understands that Company needs to be given ample time to make a delivery to avoid a run-out situation. If Customer fails to give ample time to make a delivery from the order date, and Customer runs out of propane, Customer understands that Leak Test and Emergency Fees may apply in such situations. Current Leak Test Fee is \$65 and Current Emergency Delivery Fee is \$175 for evening or weekend delivery requests. In any case of a run-out, the Leak Test Fee will be applied and added to the total bill to be paid by Customer. These fees may change at any time without warning.

Customer may choose to be on Automatic Delivery for Propane Deliveries. With signing up for Automatic Delivery, Customer will be required to fill out a **separate credit check form** and have approved credit by Stuck Enterprises' credit department. If Customer does not secure approved credit, Company will contact Customer and will advise that credit has not been approved, therefore removing Customer from Automatic Delivery. Alternatively, Customer may give Company a valid credit card to keep on file for charging automatically after each delivery. If at any time, Customer's credit card on file is no longer valid, or Customer is no longer credit approved due to non-payment issues, Automatic Delivery can cease with or

without notifying Customer of removal from Automatic Delivery. On the occasion of run-out if Customer is on Automatic Delivery, Leak Test Fees and Emergency Delivery Fees will not apply if the only cause is simple product run-out.

Customer's requested delivery method is indicated below and Customer agrees to Part #11 of this Contract:

- Automatic Delivery Requested (Requires Approved Credit Application or Credit Card on File)
- Will-Call for Delivery Initials: _____

Any changes to this delivery method must be in writing, or can be emailed to Company by emailing info@jacobspetro.com.

This writing embodies the entire understanding of the parties, and there are no further Agreements, oral or written, between the parties pertaining to the subject matter hereof.

Oakland Oil & Propane and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

Oakland Oil By: _____
Signature of Oakland Oil's Manager

Customer: _____
Signature of Customer

Print Name and Title

Print Customer's Name

Jacobs Petroleum Products, Inc. ("Company" or "Jacobs Petroleum")
 Address: 1115 East High Street, Waynesburg, PA 15370
 Phone: 724-627-3757 - Fax: 724-852-1798

Agreement Date		Account Number:	
Name		Telephone	
Delivery Address:	City:	State:	Zip Code:
Billing Address:	City:	State:	Zip Code:

In consideration of the mutual covenants and promises contained herein, the Company hereby leases unto Customer for a period of one (1) year from the date hereof the following described equipment (referred to hereinafter as "Leased Equipment") to be located on the Customer's premises or on premises occupied by the Customer, to wit:

Equipment	Description	Size	Serial Number	Manufacturer	Quantity
Tank(s)	LP tanks	120 AG			1
Regulator(s)					

Initial Price and Fees: Customer agrees to purchase Propane at the INITIAL PRICE OF \$_____ for the first fill together with the following fees and charges as applicable, as set forth below or on invoices/statements:

Installation Fee: \$149.95

Equipment Lease: **\$60** if less than **100** gallons are purchased
\$50 if less than **150** gallons are purchased.

Propane Usage and Appliance changes: Customer shall notify Jacobs Petroleum: a) of changes in Propane consumption that may require adjustment of volume and/or frequency of fuel deliveries; b) of any change in occupancy of the Delivery address at least five days prior thereto; c) before any Propane-fueled unit or appliance is to be connected, disconnected or replaced, and before start-up of seasonal equipment. As of the Agreement date the following units and/or appliances are in use at the delivery address:

	Furnace	Water Heater	Space Heater	Range	Clothes Dryer	Fireplace	Boiler	Other
Manufacturer	This data will be gathered on the gas check form when gas check is conducted at the house. A representative or the homeowner must be present for this check.							
Model No.								
Serial No.								
BTU's								

TERMS AND CONDITIONS

1. This Agreement will be for (1) year (the "Initial Term"), commencing on the date herein, and will renew automatically for a successive (1) year term ("Renewal Term") after the initial term.
2. Customer agrees to purchase all its propane/LP Gas (referred to throughout as Propane) requirements from Company at Company's announced price schedule and credit terms. Company shall deliver propane to customer as scheduled by company, or within a reasonable amount of time after receipt of a request from Customer to do so. Customer acknowledges that company's price for propane may change. Company will, at customer's request, inform customer of the

price being charged by it for propane on the date of the request, but is otherwise not obligated to provide prior notice of such pricing or of any price changes.

Customer Further understands and agrees that Company, may from time to time offer promotional or other special pricing programs or price discounts for which customer may not be eligible.

3. A Delivery Invoice may be left at the customer's location even if customer is not present at the time of delivery. Payment in full is due upon Customer's Receipt of Jacobs Petroleum's Invoice or upon receipt of the Monthly Statement if the customer has been approved by the Company. Jacobs Petroleum may suspend Propane Delivery, and disconnect Equipment, without further notice, if the account balance is not paid in full. Reconnection of Equipment is subject to a reconnection charge. A Late Payment Charge will be calculated based upon an interest rate of 18% per annum. If Customer's credit shall for any cause be deemed unsatisfactory by Jacobs Petroleum, Jacobs Petroleum shall have the right to require payment in advance before making further deliveries. Title to Propane shall remain with Jacobs Petroleum until Customer has paid for it. Customer shall pay all costs incurred by company in collecting delinquent amounts, including but not limited to reasonable attorney' fees.
4. Customer accepts possession of Leased Equipment for the exclusive purpose of storing and dispensing Propane or LP Gas, as specified herein. Use of Leased Equipment for storage or dispensing of Propane or LP Gas furnished by any other sources other than Company is strictly prohibited.

It is expressly agreed between the parties that the leased equipment is now and will remain personal property of Company and that title to the leased equipment will remain with Company at all times even though it may be fastened or attached to real estate.

To the extent applicable, it is Customer's responsibility to comply with all laws, regulations, and rules pertaining to the presence and/or storage of Propane at the Property, including any reporting obligations or notice requirements. Customer acknowledges that there are certain hazards inherent in the storage and use of Propane and agrees that it is Customer's responsibility to provide any warning or other protection deemed necessary or desired with respect to any family members, household residents, guests, agents, and/or employees and any other persons exposed to the Propane, propane or LP Gas equipment and/or the Leased Equipment.

5. If customer fails to meet the Equipment Rental Fee Program Requirements, Company may, in its sole discretion (i) exchange the Leased Equipment for equipment more compatible with Customer's Needs, (ii) terminate this Agreement and remove Leased Equipment from the Property, (iii) charge the applicable rental fee for the Leased Equipment; or, (iv) sell the Equipment to the Customer AS-IS at the then Current Market Value and subject to a Purchase and Sale Agreement between Company and Customer.
6. Customer hereby agrees that upon termination of this Agreement: Jacobs Petroleum shall have the absolute right to remove its equipment without notice or process of law. Customer shall be solely responsible to pay for all costs associated with Equipment removal, and Jacobs Petroleum shall not be liable for any injury or damage to the Delivery address property in connection with the removal of aboveground or underground tanks.

In addition, in the event that any of the Leased Equipment is installed underground, Customer shall be responsible for filling, grading, and seeding the excavation site and shall comply with all applicable laws and regulations therewith. Any necessary repairs or replacements on Leased Equipment caused by natural wear and tear or the elements will be paid for by the Company; if said repairs or replacements are made necessary because of the negligence of anyone other than the Company, the Customer agrees to pay a reasonable charge for such replacement or repair.

Upon the expiration or termination of this Agreement, Customer must return the Leased Equipment to Company in as good condition as when received hereunder, ordinary wear and tear alone excepted. Customer shall pay to Company any expenses or costs relating to such return, including any pick up, pump out, restocking, underground tank removal and/or disconnection fees then being charged by Company.

Customer agrees to notify Company in writing prior to selling or moving from the Property and to notify any and all agents, realtors, auctioneers, mortgagors, or potential purchasers of the Property that Leased Equipment is the property of Company and may remain at the Property so long as the subsequent owner agrees to and executes a Service Agreement and Authorization for a Credit Check. Company shall not be required to provide a refund for product sold to Customer once Customer has moved from the Property. If new customer does not engage Company for LP or Propane Gas services, Company may enter on to the Property and remove the Leased Equipment and this contract shall be terminated immediately.

Customer has no right to assign this Agreement or any rights hereunder, other than as specified herein.

Company may terminate its obligations to supply any Propane gas or any Propane Equipment to Customer hereunder immediately, and without any prior notice to or opportunity to cure by Customer, if Customer fails to perform any of its obligations or duties under this Agreement.

7. Customer grants an irrevocable license to Company at all times for the purpose of installing, maintaining, inspecting, filling, or removing Leased Equipment. Company or its assigns will at all times have free access to such equipment and free right of ingress and egress on Customer's premises for these purposes without demand or legal process. The Customer hereby fully exonerates and holds the Company, its assigns or legal representatives harmless from any claim for trespass, or any other claim for damages on account of entering upon said premises and taking or causing to be taken the Leased Equipment. Customer hereby grants Company, its employees, contractors, and assigns, the right of ingress and egress to, from and over Customer's Property or any surrounding properties for the purpose of performing the rights and duties of Company under this agreement. To the extent Company determines it is necessary or appropriate, Customer agrees to execute and deliver an easement or other instrument satisfactory to the Company in order to evidence and secure the rights of Company and its employees, agents, and contractors to ingress and egress hereunder and the right to install and remove the Leased Equipment on the Property. At all times, Customer shall maintain access to and the area surrounding the Leased Equipment in safe condition.
8. Customer shall indemnify and hold Company harmless from and against all loss, expense (including attorney's fees), damages or claims whether from negligence, breach of warranty, strict tort liability, injury or death to persons, or damage to property arising out of or resulting from the use of the Leased Equipment, unless the foregoing can be attributed solely to Company's gross negligence.

Company will not be liable for any failure or delay in the performance of any duty or obligation of Company hereunder due to causes beyond its reasonable control, including, without limitation, unavailability or shortage of supplies of Propane Gas or Equipment from usual sources, governmental action, strikes, labor problems, Acts of God, war riot or civil unrest. In addition, Customer agrees that in the event of any shortage of supply, Company may allocate or apportion its available supply of Propane Gas among its customers in such manner and in accordance with such prioritization schedule as Company, in its sole discretion, may determine.

Company will not be liable for any damage, injury or loss due to or arising out of the delivery, installation or use of any of the Propane Equipment or of any Propane Gas unless such damage, injury or loss was caused solely by Company's gross negligence. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE EQUIPMENT OR PROPANE GAS INSTALLED OR DELIVERED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WORKMANLIKE SERVICES, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER THE ACTION IS BASED IN CONTRACT, NEGLIGENCE OR STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE OF PROPERTY, COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION IN ANY MANNER OR FOR ANY CAUSE.

9. Customer agrees to provide occupants of the delivery address and all end users of the Propane sold hereunder with safety information provided by Jacobs Petroleum. For additional safety information, please contact Jacobs Petroleum at 724-627-3757. Customer shall ensure that all end users are familiar with the odor of propane, and acknowledges that UL-listed Propane gas detectors and carbon monoxide detectors are commercially available to provide warning of the presence of Propane or carbon monoxide.

By signing this Agreement, **Customer acknowledges that he/she has become familiar with the odor of Propane and has received a copy of the Important Propane Safety Information Brochure.**

10. Customer has authorized or hereby authorizes Jacobs Petroleum to conduct a credit check to evaluate his/her credit prior to Jacobs Petroleum's acceptance of this Agreement. Any change to this Agreement must be in writing and mutually executed by the parties.
11. Customer may choose two methods of delivery. Customer can choose to call in for each delivery by placing an order through the Jacobs Petroleum office at (724) 627-3757. Customer understands that Company needs to be given ample time to make a delivery to avoid a run-out situation. If Customer fails to give ample time to make a delivery from the order date, and Customer runs out of propane, Customer understands that Leak Test and Emergency Fees may apply in such situations. Current Leak Test Fee is \$65 and Current Emergency Delivery Fee is \$175 for evening or weekend delivery requests. In any case of a run-out, the Leak Test Fee will be applied and added to the total bill to be paid by Customer. These fees may change at any time without warning.

Customer may choose to be on Automatic Delivery for Propane Deliveries. With signing up for Automatic Delivery, Customer will be required to fill out a **separate credit check form** and have approved credit by Stuck Enterprises' credit department. If Customer does not secure approved credit, Company will contact Customer and will advise that credit has not been approved, therefore removing Customer from Automatic Delivery. Alternatively, Customer may give Company a valid credit card to keep on file for charging automatically after each delivery. If at any time, Customer's credit card on file is no longer valid, or Customer is no longer credit approved due to non-payment issues, Automatic Delivery can cease with or

without notifying Customer of removal from Automatic Delivery. On the occasion of run-out if Customer is on Automatic Delivery, Leak Test Fees and Emergency Delivery Fees will not apply if the only cause is simple product run-out.

Customer's requested delivery method is indicated below and Customer agrees to Part #11 of this Contract:

- Automatic Delivery Requested (Requires Approved Credit Application or Credit Card on File)
- Will-Call for Delivery Initials: _____

Any changes to this delivery method must be in writing, or can be emailed to Company by emailing info@jacobspetro.com.

This writing embodies the entire understanding of the parties, and there are no further Agreements, oral or written, between the parties pertaining to the subject matter hereof.

Jacobs Petroleum and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

For Jacobs: _____
Signature of Jacobs Petroleum's Manager

Customer: _____
Signature of Customer

Print Name and Title

Print Customer's Name



SERVICE & SUPPLY AGREEMENT



Oakland Oil & Propane (“Company” or “Oakland Oil”)
 Address: P.O. Box 575; 350 West Liberty Street, Oakland, MD 21550
 Phone: 301-334-2678 – Fax: 301-334-1154

Agreement Date		Account Number:	
Name		Telephone	
Delivery Address:	City:	State:	Zip Code:
Billing Address:	City:	State:	Zip Code:

In consideration of the mutual covenants and promises contained herein, the Company hereby leases unto Customer for a period of one (1) year from the date hereof the following described equipment (referred to hereinafter as “Leased Equipment”) to be located on the Customer’s premises or on premises occupied by the Customer, to wit:

Equipment	Description	Size	Serial Number	Manufacturer	Quantity
Tank(s)	LP tanks	120 gal.			4
Regulator(s)					

Initial Price and Fees: Customer agrees to purchase Propane at the FIRST FILL price of \$_____ per gallon for the first fill together with the following fees and charges as applicable, as set forth below or on invoices/statements:

Installation Fee: \$_____

Equipment Rental Fee: \$240 per year if less than 100 gallons are purchased
 \$230 per year if less than 150 gallons are purchased
 \$180 per year if less than 250 gallons are purchased
 \$170 per year if less than 300 gallons are purchased
 \$120 per year if less than 400 gallons are purchased
 \$110 per year if less than 450 gallons are purchased
 \$60 per year if less than 500 gallons are purchased
 \$50 per year if less than 550 gallons are purchased

Propane Usage and Appliance changes: Customer shall notify Oakland Oil: a) of changes in Propane consumption that may require adjustment of volume and/or frequency of fuel deliveries; b) of any change in occupancy of the Delivery address at least five days prior thereto; c) before any Propane-fueled unit or appliance is to be connected, disconnected or replaced, and before start-up of seasonal equipment. As of the Agreement date the following units and/or appliances are in use at the delivery address:

	Furnace	Water Heater	Space Heater	Range	Clothes Dryer	Fireplace	Boiler	Other
Manufacturer	This data will be gathered on the gas check form when gas check is conducted at the house. A representative or the homeowner must be present for this check.							
Model No.								
Serial No.								
BTU’s								

TERMS AND CONDITIONS

1. This Agreement will be for (1) year (the "Initial Term"), commencing on the date herein, and will renew automatically for a successive (1) year term ("Renewal Term") after the initial term.
2. Customer agrees to purchase all its propane/LP Gas (referred to throughout as Propane) requirements from Company at Company's announced price schedule and credit terms. Company shall deliver propane to customer as scheduled by company, or within a reasonable amount of time after receipt of a request from Customer to do so. Customer acknowledges that company's price for propane may change. Company will, at customer's request, inform customer of the price being charged by it for propane on the date of the request, but is otherwise not obligated to provide prior notice of such pricing or of any price changes.

Customer Further understands and agrees that Company, may from time to time offer promotional or other special pricing programs or price discounts for which customer may not be eligible.

3. A Delivery Invoice may be left at the customer's location even if customer is not present at the time of delivery. Payment in full is due upon Customer's Receipt of Oakland Oil's Invoice or upon receipt of the Monthly Statement if the customer has been approved by the Company. Oakland Oil may suspend Propane Delivery, and disconnect Equipment, without further notice, if the account balance is not paid in full. Reconnection of Equipment is subject to a reconnection charge. A Late Payment Charge will be calculated based upon an interest rate of 18% per annum. If Customer's credit shall for any cause be deemed unsatisfactory by Oakland Oil, Oakland Oil shall have the right to require payment in advance before making further deliveries. Title to Propane shall remain with Oakland Oil until Customer has paid for it. Customer shall pay all costs incurred by company in collecting delinquent amounts, including but not limited to reasonable attorney' fees.
4. Customer accepts possession of Leased Equipment for the exclusive purpose of storing and dispensing Propane or LP Gas, as specified herein. Use of Leased Equipment for storage or dispensing of Propane or LP Gas furnished by any other sources other than Company is strictly prohibited.

It is expressly agreed between the parties that the leased equipment is now and will remain personal property of Company and that title to the leased equipment will remain with Company at all times even though it may be fastened or attached to real estate.

To the extent applicable, it is Customer's responsibility to comply with all laws, regulations, and rules pertaining to the presence and/or storage of Propane at the Property, including any reporting obligations or notice requirements. Customer acknowledges that there are certain hazards inherent in the storage and use of Propane and agrees that it is Customer's responsibility to provide any warning or other protection deemed necessary or desired with respect to any family members, household residents, guests, agents, and/or employees and any other persons exposed to the Propane, propane or LP Gas equipment and/or the Leased Equipment.

5. If customer fails to meet the Equipment Rental Fee Program Requirements, Company may, in its sole discretion (i) exchange the Leased Equipment for equipment more compatible with Customer's Needs, (ii) terminate this Agreement and remove Leased Equipment from the Property, (iii) charge the applicable rental fee for the Leased Equipment; or, (iv) sell the Equipment to the Customer AS-IS at the then Current Market Value and subject to a Purchase and Sale Agreement between Company and Customer.
6. Customer hereby agrees that upon termination of this Agreement: Oakland Oil shall have the absolute right to remove its equipment without notice or process of law. Customer shall be solely responsible to pay for all costs associated with Equipment removal, and Oakland Oil shall not be liable for any injury or damage to the Delivery address property in connection with the removal of aboveground or underground tanks.

In addition, in the event that any of the Leased Equipment is installed underground, Customer shall be responsible for filling, grading, and seeding the excavation site and shall comply with all applicable laws and regulations therewith. Any necessary repairs or replacements on Leased Equipment caused by natural wear and tear or the elements will be paid for by the Company; if said repairs or replacements are made necessary because of the negligence of anyone other than the Company, the Customer agrees to pay a reasonable charge for such replacement or repair.

Upon the expiration or termination of this Agreement, Customer must return the Leased Equipment to Company in as good condition as when received hereunder, ordinary wear and tear alone excepted. Customer shall pay to Company any expenses or costs relating to such return, including any pick up, pump out, restocking, underground tank removal and/or disconnection fees then being charged by Company.

Customer agrees to notify Company in writing prior to selling or moving from the Property and to notify any and all agents, realtors, auctioneers, mortgagors, or potential purchasers of the Property that Leased Equipment is the property of Company and may remain at the Property so long as the subsequent owner agrees to and executes a Service Agreement and Authorization for a Credit Check. Company shall not be required to provide a refund for product sold to Customer once Customer has moved from the Property. If new customer does not engage Company for LP or Propane Gas services, Company may enter on to the Property and remove the Leased Equipment and this contract shall be terminated immediately.

Customer has no right to assign this Agreement or any rights hereunder, other than as specified herein.

Company may terminate its obligations to supply any Propane gas or any Propane Equipment to Customer hereunder immediately, and without any prior notice to or opportunity to cure by Customer, if Customer fails to perform any of its obligations or duties under this Agreement.

7. Customer grants an irrevocable license to Company at all times for the purpose of installing, maintaining, inspecting, filling, or removing Leased Equipment. Company or its assigns will at all times have free access to such equipment and free right of ingress and egress on Customer's premises for these purposes without demand or legal process. The Customer hereby fully exonerates and holds the Company, its assigns or legal representatives harmless from any claim for trespass, or any other claim for damages on account of entering upon said premises and taking or causing to be taken the Leased Equipment. Customer hereby grants Company, its employees, contractors, and assigns, the right of ingress and egress to, from and over Customer's Property or any surrounding properties for the purpose of performing the rights and duties of Company under this agreement. To the extent Company determines it is necessary or appropriate, Customer agrees to execute and deliver an easement or other instrument satisfactory to the Company in order to evidence and secure the rights of Company and its employees, agents, and contractors to ingress and egress hereunder and the right to install and remove the Leased Equipment on the Property. At all times, Customer shall maintain access to and the area surrounding the Leased Equipment in safe condition.
8. Customer shall indemnify and hold Company harmless from and against all loss, expense (including attorney's fees), damages or claims whether from negligence, breach of warranty, strict tort liability, injury or death to persons, or damage to property arising out of or resulting from the use of the Leased Equipment, unless the foregoing can be attributed solely to Company's gross negligence.

Company will not be liable for any failure or delay in the performance of any duty or obligation of Company hereunder due to causes beyond its reasonable control, including, without limitation, unavailability or shortage of supplies of Propane Gas or Equipment from usual sources, governmental action, strikes, labor problems, Acts of God, war riot or civil unrest. In addition, Customer agrees that in the event of any shortage of supply, Company may allocate or apportion its available supply of Propane Gas among its customers in such manner and in accordance with such prioritization schedule as Company, in its sole discretion, may determine.

Company will not be liable for any damage, injury or loss due to or arising out of the delivery, installation or use of any of the Propane Equipment or of any Propane Gas unless such damage, injury or loss was caused solely by Company's gross negligence. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE EQUIPMENT OR PROPANE GAS INSTALLED OR DELIVERED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WORKMANLIKE SERVICES, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER THE ACTION IS BASED IN CONTRACT, NEGLIGENCE OR STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE OF PROPERTY, COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION IN ANY MANNER OR FOR ANY CAUSE.

9. Customer agrees to provide occupants of the delivery address and all end users of the Propane sold hereunder with safety information provided by Oakland Oil & Propane. For additional safety information, please contact Oakland Oil & Propane at 301-334-2678. Customer shall ensure that all end users are familiar with the odor of propane, and acknowledges that UL-listed Propane gas detectors and carbon monoxide detectors are commercially available to provide warning of the presence of Propane or carbon monoxide.

By signing this Agreement, **Customer acknowledges that he/she has become familiar with the odor of Propane and has received a copy of the Important Propane Safety Information Brochure.**

10. Customer has authorized or hereby authorizes Oakland Oil & Propane to conduct a credit check to evaluate his/her credit prior to Oakland Oil's acceptance of this Agreement. Any change to this Agreement must be in writing and mutually executed by the parties.
11. Customer may choose two methods of delivery. Customer can choose to call in for each delivery by placing an order through the Oakland Oil office at (301) 334-2678. Customer understands that Company needs to be given ample time to make a delivery to avoid a run-out situation. If Customer fails to give ample time to make a delivery from the order date, and Customer runs out of propane, Customer understands that Leak Test and Emergency Fees may apply in such situations. Current Leak Test Fee is \$65 and Current Emergency Delivery Fee is \$175 for evening or weekend delivery requests. In any case of a run-out, the Leak Test Fee will be applied and added to the total bill to be paid by Customer. These fees may change at any time without warning.

Customer may choose to be on Automatic Delivery for Propane Deliveries. With signing up for Automatic Delivery, Customer will be required to fill out a **separate credit check form** and have approved credit by Stuck Enterprises' credit

department. If Customer does not secure approved credit, Company will contact Customer and will advise that credit has not been approved, therefore removing Customer from Automatic Delivery. Alternatively, Customer may give Company a valid credit card to keep on file for charging automatically after each delivery. If at any time, Customer's credit card on file is no longer valid, or Customer is no longer credit approved due to non-payment issues, Automatic Delivery can cease with or without notifying Customer of removal from Automatic Delivery. On the occasion of run-out if Customer is on Automatic Delivery, Leak Test Fees and Emergency Delivery Fees will not apply if the only cause is simple product run-out.

Customer's requested delivery method is indicated below and Customer agrees to Part #11 of this Contract:

- Automatic Delivery Requested (Requires Approved Credit Application or Credit Card on File)
- Will-Call for Delivery Initials: _____

Any changes to this delivery method must be in writing, or can be emailed to Company by emailing info@oaklandoil.com.

This writing embodies the entire understanding of the parties, and there are no further Agreements, oral or written, between the parties pertaining to the subject matter hereof.

Oakland Oil & Propane and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

Oakland Oil By: _____
Signature of Oakland Oil's Manager

Customer: _____
Signature of Customer

Print Name and Title

Print Customer's Name



SERVICE & SUPPLY AGREEMENT



Oakland Oil & Propane ("Company" or "Oakland Oil") Address: 350 West Liberty Street, Oakland, MD 21550
Phone: 301-334-2678 – Fax: 301-334-1154

Agreement Date		Account Number:	
Name		Telephone	
Delivery Address:	City:	State:	Zip Code:
Billing Address:	City:	State:	Zip Code:

In consideration of the mutual covenants and promises contained herein, the Company hereby leases unto Customer for a period of one (1) year from the date hereof the following described equipment (referred to hereinafter as "Leased Equipment") to be located on the Customer's premises or on premises occupied by the Customer, to wit:

Equipment	Description	Size	Serial Number	Manufacturer	Quantity
Tank(s)	LP tank	330 AG			1
Regulator(s)					

Initial Price and Fees: Customer agrees to purchase Propane at the INITIAL PRICE of \$_____ per gallon for the first fill together with the following fees and charges as applicable, as set forth below or on invoices/statements:

Installation Fee: \$249.95

Equipment Rental Fee: \$75 per year if less than 350 gallons are purchased
\$60 per year if less than 500 gallons are purchased

Propane Usage and Appliance changes: Customer shall notify Oakland Oil: a) of changes in Propane consumption that may require adjustment of volume and/or frequency of fuel deliveries; b) of any change in occupancy of the Delivery address at least five days prior thereto; c) before any Propane-fueled unit or appliance is to be connected, disconnected or replaced, and before start-up of seasonal equipment. As of the Agreement date the following units and/or appliances are in use at the delivery address:

	Furnace	Water Heater	Space Heater	Range	Clothes Dryer	Fireplace	Boiler	Other
Manufacturer	This data will be gathered on the gas check form when gas check is conducted at the house. A representative or the homeowner must be present for this check.							
Model No.								
Serial No.								
BTU's								

TERMS AND CONDITIONS

1. This Agreement will be for (1) year (the "Initial Term"), commencing on the date herein, and will renew automatically for a successive (1) year term ("Renewal Term") after the initial term.
2. Customer agrees to purchase all its propane/LP Gas (referred to throughout as Propane) requirements from Company at Company's announced price schedule and credit terms. Company shall deliver propane to customer as scheduled by company, or within a reasonable amount of time after receipt of a request from Customer to do so. Customer

acknowledges that company's price for propane may change. Company will, at customer's request, inform customer of the price being charged by it for propane on the date of the request, but is otherwise not obligated to provide prior notice of such pricing or of any price changes.

Customer Further understands and agrees that Company, may from time to time offer promotional or other special pricing programs or price discounts for which customer may not be eligible.

3. A Delivery Invoice may be left at the customer's location even if customer is not present at the time of delivery. Payment in full is due upon Customer's Receipt of Oakland Oil's Invoice or upon receipt of the Monthly Statement if the customer has been approved by the Company. Oakland Oil may suspend Propane Delivery, and disconnect Equipment, without further notice, if the account balance is not paid in full. Reconnection of Equipment is subject to a reconnection charge. A Late Payment Charge will be calculated based upon an interest rate of 18% per annum. If Customer's credit shall for any cause be deemed unsatisfactory by Oakland Oil, Oakland Oil shall have the right to require payment in advance before making further deliveries. Title to Propane shall remain with Oakland Oil until Customer has paid for it. Customer shall pay all costs incurred by company in collecting delinquent amounts, including but not limited to reasonable attorney' fees.
4. Customer accepts possession of Leased Equipment for the exclusive purpose of storing and dispensing Propane or LP Gas, as specified herein. Use of Leased Equipment for storage or dispensing of Propane or LP Gas furnished by any other sources other than Company is strictly prohibited.

It is expressly agreed between the parties that the leased equipment is now and will remain personal property of Company and that title to the leased equipment will remain with Company at all times even though it may be fastened or attached to real estate.

To the extent applicable, it is Customer's responsibility to comply with all laws, regulations, and rules pertaining to the presence and/or storage of Propane at the Property, including any reporting obligations or notice requirements. Customer acknowledges that there are certain hazards inherent in the storage and use of Propane and agrees that it is Customer's responsibility to provide any warning or other protection deemed necessary or desired with respect to any family members, household residents, guests, agents, and/or employees and any other persons exposed to the Propane, propane or LP Gas equipment and/or the Leased Equipment.

5. If customer fails to meet the Equipment Rental Fee Program Requirements, Company may, in its sole discretion (i) exchange the Leased Equipment for equipment more compatible with Customer's Needs, (ii) terminate this Agreement and remove Leased Equipment from the Property, (iii) charge the applicable rental fee for the Leased Equipment; or, (iv) sell the Equipment to the Customer AS-IS at the then Current Market Value and subject to a Purchase and Sale Agreement between Company and Customer.
6. Customer hereby agrees that upon termination of this Agreement: Oakland Oil shall have the absolute right to remove its equipment without notice or process of law. Customer shall be solely responsible to pay for all costs associated with Equipment removal, and Oakland Oil shall not be liable for any injury or damage to the Delivery address property in connection with the removal of aboveground or underground tanks.

In addition, in the event that any of the Leased Equipment is installed underground, Customer shall be responsible for filling, grading, and seeding the excavation site and shall comply with all applicable laws and regulations therewith. Any necessary repairs or replacements on Leased Equipment caused by natural wear and tear or the elements will be paid for by the Company; if said repairs or replacements are made necessary because of the negligence of anyone other than the Company, the Customer agrees to pay a reasonable charge for such replacement or repair.

Upon the expiration or termination of this Agreement, Customer must return the Leased Equipment to Company in as good condition as when received hereunder, ordinary wear and tear alone excepted. Customer shall pay to Company any expenses or costs relating to such return, including any pick up, pump out, restocking, underground tank removal and/or disconnection fees then being charged by Company.

Customer agrees to notify Company in writing prior to selling or moving from the Property and to notify any and all agents, realtors, auctioneers, mortgagors, or potential purchasers of the Property that Leased Equipment is the property of Company and may remain at the Property so long as the subsequent owner agrees to and executes a Service Agreement and Authorization for a Credit Check. Company shall not be required to provide a refund for product sold to Customer once Customer has moved from the Property. If new customer does not engage Company for LP or Propane Gas services, Company may enter on to the Property and remove the Leased Equipment and this contract shall be terminated immediately.

Customer has no right to assign this Agreement or any rights hereunder, other than as specified herein.

Company may terminate its obligations to supply any Propane gas or any Propane Equipment to Customer hereunder immediately, and without any prior notice to or opportunity to cure by Customer, if Customer fails to perform any of its obligations or duties under this Agreement.

7. Customer grants an irrevocable license to Company at all times for the purpose of installing, maintaining, inspecting, filling, or removing Leased Equipment. Company or its assigns will at all times have free access to such equipment and free right of ingress and egress on Customer's premises for these purposes without demand or legal process. The Customer hereby fully exonerates and holds the Company, its assigns or legal representatives harmless from any claim for trespass, or any other claim for damages on account of entering upon said premises and taking or causing to be taken the Leased Equipment. Customer hereby grants Company, its employees, contractors, and assigns, the right of ingress and egress to, from and over Customer's Property or any surrounding properties for the purpose of performing the rights and duties of Company under this agreement. To the extent Company determines it is necessary or appropriate, Customer agrees to execute and deliver an easement or other instrument satisfactory to the Company in order to evidence and secure the rights of Company and its employees, agents, and contractors to ingress and egress hereunder and the right to install and remove the Leased Equipment on the Property. At all times, Customer shall maintain access to and the area surrounding the Leased Equipment in safe condition.
8. Customer shall indemnify and hold Company harmless from and against all loss, expense (including attorney's fees), damages or claims whether from negligence, breach of warranty, strict tort liability, injury or death to persons, or damage to property arising out of or resulting from the use of the Leased Equipment, unless the foregoing can be attributed solely to Company's gross negligence.

Company will not be liable for any failure or delay in the performance of any duty or obligation of Company hereunder due to causes beyond its reasonable control, including, without limitation, unavailability or shortage of supplies of Propane Gas or Equipment from usual sources, governmental action, strikes, labor problems, Acts of God, war riot or civil unrest. In addition, Customer agrees that in the event of any shortage of supply, Company may allocate or apportion its available supply of Propane Gas among its customers in such manner and in accordance with such prioritization schedule as Company, in its sole discretion, may determine.

Company will not be liable for any damage, injury or loss due to or arising out of the delivery, installation or use of any of the Propane Equipment or of any Propane Gas unless such damage, injury or loss was caused solely by Company's gross negligence. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PROPANE EQUIPMENT OR PROPANE GAS INSTALLED OR DELIVERED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WORKMANLIKE SERVICES, IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER THE ACTION IS BASED IN CONTRACT, NEGLIGENCE OR STRICT LIABILITY, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOSS OF PROFITS, OR LOSS OF USE OF PROPERTY, COMPANY WILL NOT BE LIABLE TO CUSTOMER FOR CONTRIBUTION OR INDEMNIFICATION IN ANY MANNER OR FOR ANY CAUSE.

9. Customer agrees to provide occupants of the delivery address and all end users of the Propane sold hereunder with safety information provided by Oakland Oil & Propane. For additional safety information, please contact Oakland Oil & Propane at 301-334-2678. Customer shall ensure that all end users are familiar with the odor of propane, and acknowledges that UL-listed Propane gas detectors and carbon monoxide detectors are commercially available to provide warning of the presence of Propane or carbon monoxide.

By signing this Agreement, **Customer acknowledges that he/she has become familiar with the odor of Propane and has received a copy of the Important Propane Safety Information Brochure.**

10. Customer has authorized or hereby authorizes Oakland Oil & Propane to conduct a credit check to evaluate his/her credit prior to Oakland Oil's acceptance of this Agreement. Any change to this Agreement must be in writing and mutually executed by the parties.
11. Customer may choose two methods of delivery. Customer can choose to call in for each delivery by placing an order through the Oakland Oil office at (301) 334-2678. Customer understands that Company needs to be given ample time to make a delivery to avoid a run-out situation. If Customer fails to give ample time to make a delivery from the order date, and Customer runs out of propane, Customer understands that Leak Test and Emergency Fees may apply in such situations. Current Leak Test Fee is \$65 and Current Emergency Delivery Fee is \$175 for evening or weekend delivery requests. In any case of a run-out, the Leak Test Fee will be applied and added to the total bill to be paid by Customer. These fees may change at any time without warning.

Customer may choose to be on Automatic Delivery for Propane Deliveries. With signing up for Automatic Delivery, Customer will be required to fill out a **separate credit check form** and have approved credit by Stuck Enterprises' credit department. If Customer does not secure approved credit, Company will contact Customer and will advise that credit has not been approved, therefore removing Customer from Automatic Delivery. Alternatively, Customer may give Company a valid credit card to keep on file for charging automatically after each delivery. If at any time, Customer's credit card on file is no longer valid, or Customer is no longer credit approved due to non-payment issues, Automatic Delivery can cease with or

without notifying Customer of removal from Automatic Delivery. On the occasion of run-out if Customer is on Automatic Delivery, Leak Test Fees and Emergency Delivery Fees will not apply if the only cause is simple product run-out.

Customer's requested delivery method is indicated below and Customer agrees to Part #11 of this Contract:

- Automatic Delivery Requested (Requires Approved Credit Application or Credit Card on File)
- Will-Call for Delivery Initials: _____

Any changes to this delivery method must be in writing, or can be emailed to Company by emailing info@oaklandoil.com.

This writing embodies the entire understanding of the parties, and there are no further Agreements, oral or written, between the parties pertaining to the subject matter hereof.

Oakland Oil & Propane and the undersigned Customer hereby execute this Agreement as of the above Agreement Date and agree that facsimile signatures are as effective as originals.

Oakland Oil By: _____
Signature of Oakland Oil's Manager

Customer: _____
Signature of Customer

Print Name and Title

Print Customer's Name