



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

State of West Virginia  
**Master Agreement**

Order Date: 2017-03-10

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

<b>Order Number:</b> CMA 0212 0212 FUELTT17A	<b>Procurement Folder:</b> 309609
<b>Document Name:</b> FUELTT17A- Statewide Contract	<b>Reason for Modification:</b>
<b>Document Description:</b> Awarded District - 1	Award of SWC1700000012.
<b>Procurement Type:</b> Statewide MA (Open End)	
<b>Buyer Name:</b> Brittany E Ingraham	
<b>Telephone:</b> (304) 558-2157	
<b>Email:</b> brittany.e.Ingraham@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2017-04-01
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2018-03-31

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> 000000201213 HARRIS OIL CO INC 330 OAK DR  PO BOX 685  SPENCER WV 252760685  US <b>Vendor Contact Phone:</b> (999) 999-9999 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Guy Nisbet <b>Requestor Phone:</b> (304) 558-2596 <b>Requestor Email:</b> guy.l.nisbet@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

<b>Total Order Amount</b>	Open End
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**AGENCY COPY**

3/10/17

<b>PURCHASING DIVISION AUTHORIZATION</b> <b>SIGNED BY:</b> <b>DATE:</b> <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> <b>SIGNED BY:</b> <b>DATE:</b> <b>ELECTRONIC SIGNATURE ON FILE</b>	<b>ENCUMBRANCE CERTIFICATION</b> <b>SIGNED BY:</b> Beverly Tolson <b>DATE:</b> <b>ELECTRONIC SIGNATURE ON FILE</b>
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3/27/17

MAR 27 2017

**Extended Description:**

Statewide Fuel Contract

Open-End

The vendor: Harris Oil Company Inc. of Spencer, WV, agrees to enter with the State of West Virginia into this Open-End Statewide Contract to supply unleaded gasoline/E-10, No. 2 diesel, and No. 2 diesel with winter additive by fuel tank truck transport per the attached specifications, terms and conditions, bid requirements, Addendum No. 01 dated: 02/14/2017, and the vendor's submitted and accepted bid dated: 02/22/2017 incorporated herein by reference and made part hereof.

The vendor is awarded the following Districts:

District 1

The attached Vendor's pricing shows a firm markup per gallon.

Note: All state agencies and departments shall be responsible for placing orders with the awarded vendor.

West Virginia State Agencies utilizing this contract must purchase an OPIS license allowing the agency to OPIS weekly pricing. Contact OPIS at 888-301-2645.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	15100000				\$0.000000
	<b>Service From</b>	<b>Service To</b>			
	2017-04-01	2018-03-31			

Commodity Line Description: Please see attached Exhibit A Pricing Page

**Extended Description:**

The Agency should attach Vendor's Exhibit A Pricing page to the ADO for payment purposes. The Agency should also attach the Vendor's delivery receipt for verification purposes.

FUELTT17A	<b>Document Phase</b> Draft	<b>Document Description</b> Awarded District - 1	<b>Page 3</b>
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**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## 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:** This Contract becomes effective on 04/01/2017 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 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. 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 thirty-six (36) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional \_\_\_\_\_ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited.

**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 \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

**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.

**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 entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award 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 prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, 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 mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this contract. 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:

\_\_\_\_\_  
\_\_\_\_\_

**Automobile Liability Insurance** in at least an amount of:           \$1,000,000.00          

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

\_\_\_\_\_

**Commercial Crime and Third Party Fidelity Insurance** in an amount of:

\_\_\_\_\_

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_

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

**WV Workers Compensation**



**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. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

\_\_\_\_\_ for \_\_\_\_\_.

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.

**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.

**14. PAYMENT:** 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. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**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 § 148-1-6.1.e.

**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:** 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.

**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.

Revised 01/18/2017

**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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**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. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**31. 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>.

**32. 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.

**33. 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. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**39. 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”). 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. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**40. 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.

**41. 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](mailto:purchasing.requisitions@wv.gov).

**42. 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.

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

**43. 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.

**44. 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.



**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.

Wayne Harris President  
 (Name, Title)  
Wayne Harris President  
 (Printed Name and Title)  
330 Oak Drive, Spencer, WV 25276  
 (Address)  
Ph # 304-927-2470 Fax # 304-927-4972  
 (Phone Number) / (Fax Number)  
ma:1@harrisoil.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.

Harris Oil Company Inc.  
 (Company)

Wayne Harris President  
 (Authorized Signature) (Representative Name, Title)

Wayne Harris President  
 (Printed Name and Title of Authorized Representative)

2/21/17  
 (Date)

Ph. # 304-927-2470 Fax # 304-927-4972  
 (Phone Number) (Fax Number)

## Fuel TT 17 – Miscellaneous Fuels

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### SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an open-end contract for Tank Truck (T/T) delivery of motor and heating fuels as defined below.

The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all fifty-five (55) counties.

Current Operating Environment:

The State has been divided geographically into ten (10) Districts (which are the same as the ten (10) State of West Virginia DOH Districts) as follows:

- District 1:** Mason, Putnam, Kanawha, Clay and Boone counties.
- District 2:** Cabell, Wayne, Lincoln, Logan and Mingo counties.
- District 3:** Pleasants, Wood, Ritchie, Wirt, Calhoun, Roane, and Jackson counties.
- District 4:** Doddridge, Harrison, Marion, Taylor, Monongalia, and Preston counties.
- District 5:** Grant, Hardy, Mineral, Hampshire, Morgan, Berkeley and Jefferson counties.
- District 6:** Tyler, Wetzel, Marshall, Ohio, Brooke and Hancock counties.
- District 7:** Gilmer, Barbour, Lewis, Braxton, Upshur and Webster counties.
- District 8:** Tucker, Randolph, Pendleton and Pocahontas counties.
- District 9:** Nicholas, Fayette, Greenbrier, Summers and Monroe counties.
- District 10:** Raleigh, Wyoming, McDowell and Mercer counties.

Vendors submitting Tank Truck (T/T) delivery quotes for any District as listed above shall be required to provide Tank Truck (T/T) deliveries to the entire District as listed.

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 **“E10 Fuel”** means E10, a mixture of 10% anhydrous ethanol and 90% gasoline.

## FuelTT 17 – Miscellaneous Fuels

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- 2.5 **“Cetane Rating”** means is an indicator of the combustion speed of diesel fuel and compression needed for ignition. It is an inverse of the similar octane rating for gasoline. The CN is an important factor in determining the quality of diesel fuel
- 2.6 **“OPIS”** means Oil Price Information Service as published by United Communications Group, 1300 Rockville Pike, Suite 1100, Rockville, MD, 20852 1-800-929-4824.

### 3. GENERAL REQUIREMENTS:

- 3.1 **Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

#### 3.1.1 UNLEADED GASOLINE

3.1.1.1 Unleaded Gasoline must comply with the most recent ASTM D 4814-07a.

3.1.1.2 Unleaded Gasoline must be compatible with octane 87

3.1.1.3 E10, Ethanol (87 Octane minimum) shall be an acceptable fuel for unleaded gasoline. Whenever E-10 is delivered it must be noted as such on the Vendor’s Invoice at time of delivery.

#### 3.1.2 DIESEL FUEL

3.1.2.1 Diesel Fuel shall comply with the most recent version of ASTM D 975-09 except the Minimum Cetane Rating (CN) shall be 40, maximum of .05 weight of sulfur, a maximum aromatic content of 35 volume percent, and free of visible evidence of blue dye 1.4 dialkamine-anthraquinone.

3.1.2.2 Diesel Fuel cloud point must be comply as below

TYPE II +10F

TYPE II Ultra Low Sulphur

3.1.2.3 Diesel Fuel shall be an Ultra-Low Sulfur all-purpose diesel fuel intended for use in all automotive type diesel engines under normal conditions of service. Must be free from water, grit, acid, and fibrous or other foreign matter, as these materials are likely to clog and injure pumps, nozzles, valves etc.

**FuelTT 17 – Miscellaneous Fuels**

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**3.1.2.4** Only clear (white) low sulfur diesel fuel is acceptable.

**3.1.2.5** A bio-based fuel component not to exceed 5.0 Percent is acceptable

**3.1.3 SPECIAL REQUIREMENTS:**

**3.1.3.1** During the period of November 1<sup>st</sup> to February 28<sup>th</sup> agencies may require winterized diesel motor fuels. If required, the diesel fuel shall be blended with a permissible diesel additive to reduce operability parameters (cloud point, cold filter plug point) and to increase winter operability, maintaining State/Federal mandated regulatory specifications for on-road diesel fuel.

Any after-market additive used shall be identified by brand or trade name and manufactures purchase/exchange. An additive, if used shall be Environmental Protection Agency (EPA) approved, and compatible with the refiner's product. Additives which increase emissions of sulfur and other substances proven to damage the environment which are disallowed by the EPA regulations will not be accepted.

**3.1.4 HEATING OIL**

**3.1.4.1** These specifications cover the grades #1, #2, #4, and #5 fuel oils for various types of fuel burning equipment.

**3.1.4.2** Heating oil specifications must meet the specifications of ASTM Heating Oil D396-09 or the latest edition.

**3.1.4.3** The fuel oils herein specified shall be hydrogen oils free from grit, acid and fibrous or other foreign matter likely to clog or injure the burner or valves.

**3.1.4.4** If required, the oil shall be strained by being drawn through filter or wire of 16 mesh to the inch. (U.S. Standard sieve 16, ASTM 1, 190 microns). The clearance area through the strainers shall be at least twice the area of the suction pipe and strainers shall be in duplicate.

**3.1.4.5** The various grades of fuel oil shall conform to the detailed requirements for Fuel Oils "National Bureau of Standards" CS-12-48, dated September 25, 1948, or the latest edition: It is the intent of these specifications that failure to meet any requirements of a given grade does not automatically place an oil in the next grade unless in fact it meets all requirements of the lower grade.

## FuelTT 17 – Miscellaneous Fuels

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**3.1.4.6** The technical requirements of the National Bureau of Standards Commercial Standard CS-12-48 are identical in substance with tentative specifications for fuel oil, American Society of Testing Materials D396-48T latest edition.

**3.1.4.7** Fuel oil not meeting specifications is unacceptable to any of the localities and must be removed from tank at vendor's expense.

No additional product may be added to change the grade of the product.

### **3.2 VENDOR ELIGIBILITY:**

**3.2.1** Vendor must be an established refiner, distributor or dealer for a minimum of three (3) years and must provide to the WV Purchasing Division the locations of all facilities that will be delivering to any of the ten (10) Districts within West Virginia and a list of equipment available to perform all the requirements of the contract. It is preferred the required information be submitted with the vendor's submitted bid response. This information will be required before award of contract.

### **4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide Agencies 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 per District as identified in Section (1) Current Environment and as shown on Exhibit A Pricing Pages. Pricing will be based from the source/terminal fuel is pulled from. Vendor's terminal sources must be listed on the Exhibit A Pricing Page for each District quoted. The terminal sources identified by the vendor for each District are the only terminals from which product may be pulled for the awarded District. If a natural disaster or other event causes the successful vendor's quoted terminal source(s) to be unavailable, vendor must contact the Purchasing Division and request a waiver for a stated period of time. The bid prices for any one District shall not be conditioned on the award of any other District.

**4.2 Pricing Pages:** Vendor must complete the Exhibit A Pricing Pages by completing the Vendor's quote for all contract items per each District the vendor can provide Tank Truck (T/T) delivery. Prices quoted for a District shall be the delivered price to all locations within the District. The Vendor shall bid only a firm fixed markup (Percentage are not acceptable) for business profit and expenses to supply the products via Tank Truck (T/T) delivery to State Agencies and Political Subdivisions. The Vendor shall add the quoted fixed markup to the hypothetical OPIS product prices listed on the Exhibit A Pricing Page and record the extended cost for each

## FuelTT 17 – Miscellaneous Fuels

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District the vendor quotes. Vendor's terminal/rack sources for products must be listed on the **Exhibit A Pricing Page** for each District quoted. Applicable taxes and fees (see Item 5.3 of these specifications) payable by the State will not be included in the vendor's quote.

Vendor must complete the **Exhibit A Pricing Pages** in their entirety as failure to do so may result in Vendor's bids being disqualified.

The **Exhibit A Pricing Pages** were created in MS Excel and 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 download and electronically enter the information into the **Exhibit A Pricing Pages** as an electronic document from the wvOASIS Vendor Self Service site. In most cases, the Vendor can request an electronic copy of the **Exhibit A Pricing Pages** for bid purposes by sending an email request to the following address: Jessica.S.Chambers@WV.Gov.

The State of West Virginia will accept bids only by Region locations. Vendors must bid a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE (OPIS) publication. All prices quoted shall be the delivered price to any location within the ten regions.

**\* Vendor will identify the Terminal which they pulling from on their Bid Pricing Sheet (Vendor Proposed OPIS pull Terminal).**

**Bids are requested for ALL products for delivery to a District**

Vendors must indicate the minimum delivery quantity for two (2) locations within twenty (20) miles proximity delivered via Tank Truck (T/T). Additionally, vendors shall bid a fixed up-charge fee (see **Exhibit A Pricing Sheet**) for Truck Transport delivery to a maximum of four (4) locations within 30 miles proximity.

The bid prices for one (1) District shall not be conditioned on the award of any other District.

### 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. Any on-

## FuelTT 17 – Miscellaneous Fuels

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line ordering system must have the capability to restrict prices and available items to conform to the Pricing originally submitted and awarded with this solicitation. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**5.1.1** All West Virginia State Agencies utilizing this contract will place their own orders within the approved contract vendor for the specific District. Orders shall be placed Monday through Friday. Pricing of orders will be based on the Weekly OPIS Average rack Price as of the DAY of ORDER. West Virginia State Agencies utilizing this contract must purchase an OPIS license allowing the Agency to access OPIS Weekly Average Rack Prices.

**5.1.2 Vendor Acknowledgement Procedure:** The vendor must email State agencies and Political Subdivisions upon receipt of an order, showing order confirmation and providing tentative delivery information. **Receipt of the Vendor's acknowledgement showing the vendor's scheduled delivery date/time is important, as this allows the agency to insure staff will be available for the delivery.**

**5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the West Virginia Purchasing Card (P Card). Payment in advance is not permitted.

Payment shall be made on the rack/terminal that the fuel is pulled from. If the Vendor bid multiple rack/terminal sources, the Vendor's invoice will be based on the lowest price. Vendors shall not pull fuel from racks/terminals other than those quoted on the Vendor's submitted **Exhibit A Pricing Page**, without the express approval of the Director of the West Virginia Purchasing Division.

Payment will be based on the Weekly OPIS on the DAY OF ORDER. The OPIS Weekly Average is posted every Friday morning.

**5.3 TAXES:** The State of West Virginia agencies are exempt from the Federal Excise Tax, and the State Consumers Sales Tax. State of West Virginia agencies are not exempt from State Excise Tax. West Virginia State agencies currently pay a variable rate component of the motor fuel excise tax on motor fuel sold or used of \$0.1170 per gallon. State agencies also currently pay \$0.2050 per gallon for the flat rate component of the West Virginia Excise Tax. In addition, state agencies are responsible for the Federal L.U.S.T. Fee which is assessed at 0.001cents per gallon. **No other fuel taxes or fees shall be charged to state agencies.**

Any Superfund Tax must be included in the bidder's mark-up price. The State will not accept bids from bidders who cannot meet the above conditions regarding taxes.

## FuelTT 17 – Miscellaneous Fuels

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- 5.4 Verification of Product Pricing:** Since the commodities listed on this contract are subject to weekly price changes, State agencies utilizing this contract must be able to verify product pricing using the OPIS Weekly Average Price (as of the day of order).

<b>Average rack/terminal price from OPIS</b>	+
<b>State Excise Tax (motor fuels only)</b>	+
<b>Federal L.U.S.T. Fee</b>	+
<b>Vendor's mark-up as quoted in the contract _____</b>	+
<b>EQUALS Price per Gallon delivered</b>	

- 5.5 Invoicing:** Vendors are encouraged to utilize a paperless invoice process, submitting the following information via e-mail to the ordering location:

**5.4.1** Delivery Ticket number (s) for the fuel delivery, date and time of delivery and order location.

**5.4.2** Fuel type, total quantities, unit price, applicable taxes, total price and the terminal source of supply for all deliveries.

**5.4.3** Vendors shall process invoices within four (4) calendar days of the delivery date.

### **6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within four (4) calendar days after orders are received. Vendor shall deliver emergency orders within twenty-four (24) hours 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.

Vendor shall deliver emergency orders within twenty-four (24) hours after receipt of order. Cost for a twenty-four (24) hour emergency delivery shall be a fixed upcharge fee. Vendors must enter on the **Exhibit A Pricing page**, the fixed upcharge for Emergency delivery of product.

Unless prior arrangements have been made, deliveries shall be made during normal work hours 7:30 AM to 3:30 PM. EST. Monday through Friday.

- 6.2 Delivery Tickets:** Deliveries shall include a legible **metered** delivery ticket which has been processed through a meter certified and sealed by the State of West Virginia, Division of Weights and Measures and stamped with quantities location, time (am / pm), date driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket.



## FuelTT 17 – Miscellaneous Fuels

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Tank Truck (T/T) may make a delivery of a complete compartment and are permitted to substitute the allocation metered ticket from the loading point for the metered delivery ticket. West Virginia Code 47-1-11 adopts NCWM Handbook 130 part “Uniform Engine Fuels...Regulation”, Section 3 of that regulation subparagraph 3.1.1 concerning documentation. A Bill of Lading from the terminal source location is acceptable and shall contain location, time, date, driver and product.

State Agency or Political Subdivisions reserve the right to inspect bulkheads and to measure contents of tanks before, and the time of and/or after delivery. The State Agency or Political Subdivision measurement at the time of delivery shall prevail.

A copy of the Delivery Ticket, signed by both the driver and the person from the receiving facility, must be left at the location receiving the fuel. Delivery tickets must include the location where the delivery was made, the product (s) delivered, the blend percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

- 6.3 Fuel Tank Requirements:** Vendors must have the capability to deliver to above ground storage tanks utilizing a remote fill system (catch can) on the tank. All Tank Truck (T/T) fuel deliveries to underground storage tanks shall be made using a vapor recovery nozzle. Tank Truck (T/T) deliveries to underground storage tanks without a properly equipped vapor nozzle will be denied by the state agency.
- 6.4 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.

- 6.5 Failure to Make Deliveries:** A penalty of \$250.00 (reduction of invoice total) can be imposed for failure to provide delivery of fuel within the four (calendar day) period of the order placement, unless such delay is attributed to terminal allocations. Vendors are permitted to submit documentation related to allocation issues to avoid the penalty.

Vendors shall not be liable for damages for delays in shipment of failure to deliver issues caused by fire, flood, Acts of God, Acts of Government, Act of alien enemy, or by any other circumstance which in the opinion of the State agency is beyond the control of the Contract Vendor. The State Agency may, purchase the needed products on the open-market, until such time as products become available by the vendor/supplier. Agencies are required to document their purchases should any of

## FuelTT 17 – Miscellaneous Fuels

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delivery issues arise.

- 6.6 Emergency Declarations:** Should product become unavailable from the quoted terminal/rack location, in the event of a declared Emergency (By the Governor of said State), or other natural disaster, the vendor shall have the option to pull products from the next closest rack/terminal location. If that rack/terminal location was not quoted as a source of supply the vendor must seek a waiver (see Specification Item.1) from the Purchasing Division prior to utilizing non-quoted rack/terminal for State deliveries. Upon approval by the WV Purchasing Division, the State Agency shall reimburse the vendor the OPIS price for that rack/terminal as well as the additional transportation expenses associated with the deliveries per the documentation as submitted by the vendor.
- 6.7 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.
- 6.8 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.
- 6.9 Product Quality:** Fuel supplied shall be free from any contamination. State Agencies and Political Subdivisions shall reserve the right to sample, inspect and test fuel quality in accordance with Federal Specifications upon delivery, prior to unloading. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Should test results show fuel contains contamination, it will be rejected. Samples will be taken without prior notices.

Contamination is defined as any element which enters pure refined product either naturally or by purposeful action which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dyes.

The awarded vendor shall be responsible for the removal of the fuels from State or Political Subdivision property within three (3) calendar days after requested to do so

## FuelTT 17 – Miscellaneous Fuels

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should laboratory test results show fuels contain any level of contaminants. The vendor shall also be responsible for all cleanup required to all State agency or Political Subdivision property, storage facilities and equipment as a result of noncompliance with specifications. Furthermore, the vendor shall be fully responsible for any and all cost incurred by the State Agency or Political Subdivision for any equipment sustaining damage, which is attributed to a contaminated fuels), which the vendor has delivered.

- 6.10 Return Due to Agency Error:** Vendors may charge \$250.00 fee for errors on the part of State Agencies and or Political subdivisions which disallow delivery of ordered product.
- 6.11 Spillage and Cleanup:** Vendor shall be responsible for any and all spillage which may occur during transit and unloading operations. The vendor shall immediately report any spillage to the office that ordered the fuel and cleanup the spillage according applicable EPA and State guidelines and requirements. Failure to do so will initiate corrective action and back charge to the vendor of any incurred cost.

### **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.

**FuelTT 17 – Miscellaneous Fuels**

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**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.
- 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 SAMPLING, INSPECTION, and TESTS:** Sampling, inspection and testing shall be in accordance with Federal Specifications to obtain a fuel which meets the detailed requirements as specified and determined in the Department of Highway Laboratory. No allowances shall be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Samples will be taken without prior notices.
- 8.5 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: Wayne Harris

Telephone Number: 304-927-2470

Fax Number: 304-927-4972

Email Address: mail@harrisoil.com

**Fuel TT 17**  
**Vendor Questions and Agency Answers from previous Solicitation**

- Q1.) Who is your current vendor?
- A1.) This Contract was a part of a Multi Award to cover the needs of the State and Political Subdivisions.
- Q2.) How long have they been your vendor?
- A2.) The previous contracts were awarded in early 2014
- Q3.) Can you provide us with the bid tabulation sheet from the last time the contract was bid?
- A3.) The Bid results for the previous solicitation may be viewed on the WV Purchasing Division Bid Opening Index web page at:  
<http://www.state.wv.us/admin/purchase/Bids/FY2014/BO20140325.html> . Vendors are to note that this solicitation specifications and requirements are different than past solicitation requirements and Vendor's should bid accordingly
- Q4.) Can you provide us with a recent invoice for each product from the current contractor?
- A4.) The Purchasing Division does not process Agency invoices and does not have access to this information.
- Q5.) Do you have a list of the tank locations for the State of West Virginia DOH locations?
- A5.) This solicitation provides services to State and Political subdivisions within the Districts as defined. We have provided estimated Quantities as information provided us by current vendors. We do not have knowledge of delivery locations or tank types.
- Q6.) How many days does the State pay their invoices in?
- A6.) WV Purchasing Division has no control of the invoice processing by State Agencies and or Political Subdivisions.
- Q7.) Are other payment options available such as ACH/EFT?
- A7.) Purchasing Division does not dictate payment methods to agencies and or Political Subdivisions.
- Q8.) Can we please get a list of all delivery locations?
- A8.) See answer to question 5 The Purchasing Division does not have access to all the locations that may use this contract. It is broken down into Districts as defined by

the West Virginia Department of Transportation; The Contract may be utilized by West Virginia State agencies and all political subdivisions of the State in all 55 counties. Vendor is required to deliver to all locations within the District of award.

Q9.) Can we please get a list of all tank addresses, sizes, and if they are underground or aboveground?

A9.) See response Number 5 above.

Q10.) On page 7 of the bid documents, it states that the successful vendor must pay the \$125 fee if applicable; does this \$125 fee apply to this bid?

A10.) See Instructions to Vendors Item 13 on Page 7 "**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". Yes this applies for this contract award.

Q11.) If the bids are submitted online, will there be a fee associated with submitting online?

A11.) There are no fees associated with submitting bids on line. Vendors are reminded that completed Exhibit A Pricing Page must be submitted per the requirements of this solicitation.

Q12.) Please provide copies of invoices and bill of ladings for each product.

A12.) See Question 4 response above

Q13.) Will you accept up to 5% bio in your diesel?

A13.) See Specifications Item: 3.1.2.5 on Page 25. "A bio-based fuel component not to exceed 5.0 Percent is acceptable.

Q14.) Is a performance bond required for this bid?

A14.) No, Performance Bonds are not a requirement of this solicitation.

Q15.) Can the vendor awarded vendor choose not to accept a purchasing card as a form of payment?

A15.) See Specifications Item 5.2 on Page 28. "**Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Methods of acceptable payment must include the west Virginia Purchasing card (P Card)."

Q16.) Will any deliveries be made to the Capitol complex?

A16.) The Capitol Complex has two storage tanks (unleaded and diesel)

Q17.) Please provide address for all locations, tank sizes and if tanks are underground or above ground.

A17.) See answer to Question 5 above.

Q18.) What are the payment terms?

A18.) Payment is addressed in section 14 and 15 of the General Terms and Conditions and Term 5 of the Specifications. Payment will be facilitated by each agency that places an order under this contract



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: 301638

Doc Description: Addendum No.01 - FuelTT 17 Statewide Contract

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2017-02-14	2017-02-22 13:30:00	CRFQ 0212 SWC1700000012	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:

**FOR INFORMATION CONTACT THE BUYER**  
 Brittany E Ingraham  
 (304) 558-2157  
 brittany.e.ingraham@wv.gov

Signature X FEIN # DATE

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



**SOLICITATION NUMBER:** CRFQ SWC1700000012

**Addendum Number:** No.01

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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:**

This addendum is issued to modify the solicitation per the attached documentation and the following:

1. To publish Vendor received questions and answers.

No other changes.

**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.

**CRFQ SWC1700000012**  
**Fuel TT 17**  
**Vendor Questions and Agency Answers**

Q1.) Will the state still be paying their invoices with the state Visa credit card? Will any alternative payments be considered (like payment by check)?

**A1.) See Specifications Section, Page 35, Question 7 of the original Solicitation. WV Purchasing Division does not dictate payment methods to agencies and or Political Subdivisions per the Specifications Page 29, Item 5.2 Payment.**

Q2.) We are a small veteran owned business in Indiana. Do we qualify for a preference? And if so, which one?

**A2.) Please see Vendor Preference Certificate, Page 40 of the original Solicitation to see if this applies.**

Q3.) What are the start and end dates of the initial contract term?

**A3.) The anticipated contract begin date will be April 1<sup>st</sup>, 2017. Please see General Terms and Conditions, Page 11 of the original Solicitation for Contract Terms as more clearly defined.**

Q4.) Have any addendums been released for this bid?

**A4.) With the issuance of "Vendor Questions and Agency Answers," there will be Addendum No.01.**

Q5.) When is the award date?

**A5.) See General Terms and Conditions, Page 11, Item 3 of the original Solicitation.**

Q6.) When is the first board meeting after the opening?

**A6.) Unaware of what is being referenced here.**

Q7.) Will decision be made before or at the board meeting?

**A7.) Unaware of what is being referenced here.**

Q8.) Can we please have a list of bidders invited to submit a proposal?

**A8.) This Solicitation is open to any vendor meeting the requirements set forth in the original Solicitation on Page 27, Item 3.2.1.**

Q9.) Can we submit our bid by fax? If so, what is the fax number?

**A9.) 304.558.3970. Faxes must be received in their entirety before the bid opening date and time. See Instructions to Vendors Submitting Bids, Page 5, Item 6 of the original Solicitation.**

Q10.) If we do not attend the bid opening, how and when will we be notified of the low bidder and can we receive a copy of the bid tabulations?

**A10.) Bid opening results are available usually within twenty-four (24) hours following bid opening. Vendors may review these on the West Virginia Purchasing website under the heading Bid Opening Index: <http://www.state.wv.us/admin/purchase/Bids/default.html>**

Q11.) There is not a page for acknowledging addenda in the bid, should we have one? If so, can you send us a copy?

**A11.) There will be an Addendum Acknowledgement page attached to the issued Addendum.**

Q12.) Do you currently receive a discount for prompt payment of invoices?

**A12.) No.**

Q13.) Who currently has your bid and are bid tabulations available from the last bid?

**A13.) See Specifications Section, Page 35, Question 3 of the original Solicitation for this information.**

Q14.) Could you please provide some direction on the use of the State of West Virginia payment card?

**Q14.) See Question 1 answer for this response.**

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:** \_\_\_\_\_

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

Harris Oil Company Inc.  
Company

Wayne James  
Authorized Signature

2/21/17  
Date

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

FUELTT 17 VENDOR QUOTE SHEET

VENDOR: **Harris Oil Company Inc.**

DISTRICT	FUEL TYPE	Terminal Location Fuel is to be pulled from
ONE	Unleaded Gasoline/E 10	CWU
	No. 2 Diesel	CWV
	No. 2 Diesel w/ Winter add.	CWV

Fixed Firm Markup Gallon from OPIS
.095
.095
.125

**\*\*Quantities represent other Agency Estimated Quantities**

Minimum gallonage for T/T delivery: 8200

Able to split deliveries between multiple locations? YES  NO

Minimum Qty: T/W delivery for 2 locations within 20 mile proximity: 2500 Gals.

Minimum Qty: T/T delivery for 4 locations within 30 mile proximity (upcharge): 100.<sup>00</sup> per stop

Emergency Delivery Fee (upcharge): 200.<sup>00</sup>

Terminal Abbreviations:

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

Vendor Contact/Coordinator: Wayne Harris

Telephone Number: 304-927-2470

Fax Number: 304-927-4972

Signature/Date: Wayne Harris 2/21/17