

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

Bruceston Petroleum Co. Inc.

BUYER: Mark Atkins

SOLICITATION NO.: CRFQ SWC2500000006

BID OPENING DATE: 03/25/2025

BID OPENING TIME: 1:30pm EdT

FAX NUMBER: 304-558-3970

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.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130

Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time: March 25, 2025 at 1:30pm EDT

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 Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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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 **shall** 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. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. **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.

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

14. **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 must 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: 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. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. 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.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. **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 § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. **EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. **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.

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. **PRE-BID 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. 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.

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.

Any discussions or answers to questions at the pre-bid meeting 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 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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: March 17, 2025 due by 10:00am EDT

Submit Questions to: Mark Atkins
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Mark.A.Atkins@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 on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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:

☐ the contract will continue for _____ years;

☐ the 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).

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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 a 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 in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **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.

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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 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 that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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9. WORKERS' COMPENSATION INSURANCE: 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. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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.

☐ Liquidated Damages Are Not Included in this Contract.

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: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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 regarding 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 www.state.wv.us/admin/purchase/privacy.

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 NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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. NO DEBT CERTIFICATION: 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. By submitting a bid, or entering into a contract with the State, Vendor is affirming 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, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

39. 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.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

41. 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 hearth, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. 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
 2. 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.

42. 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.

43. 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 disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work 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.

44. 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.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of 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.

(Printed Name and Title) Brian Yocum
(Address) 116 Shannon Drive, Morgantown, WV. 26508
(Phone Number) / (Fax Number) P-304-291-6980 F-304-291-6984
(email address) byocum@bfscompanies.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Bruceton Petroleum Co. Inc.

(Company) Brian Yocum Sr.
(Signature of Authorized Representative)
Brian Yocum Sr. Director of Operations
(Printed Name and Title of Authorized Representative) (Date)
304-291-6980
(Phone Number) (Fax Number)
byocum@bfscompanies.com
(Email Address)

REQUEST FOR QUOTATION
CRFQ 0212 SWC2500000006
Miscellaneous Motor & Heating Fuels – Tanker Truck & Tanker Wagon

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, Statewide Contract for Tanker Truck (TT) and Tanker Wagon (TW) delivery of Motor and Heating Fuels throughout the State 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). See **Exhibit_B** and are 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.

NOTE: Vendors must provide Tanker Wagon (TW) and Tanker Truck (TT) deliveries to any location within the vendors quoted District. Submitting a bid for a District represents the vendor's express agreement to deliver to any location within that district as required.

Operational Note: The Department of Transportation, Division of Highways locations are equipped with Veeder-Root fuel management systems utilizing automatic tank gauge (ATG) monitoring. This system monitors fuel levels in underground and aboveground storage tanks and provides an automated method for monitoring and managing fuel inventory. When fuel is delivered to a DOT site, a reading will be taken from the system prior to the fuel being dispensed and again after fuel delivery has been completed. The before and after readings are required as part of DOT Operational Policy and will be utilized to verify the quantity of fuel being delivered. (If in the future the Veeder Root system is no longer available, DOT will utilize an equivalent automated system for measuring and monitoring fuel. An automated system is required for maintaining an accurate fuel inventory).

DOT will provide the Vendor with a copy of the conversion chart associated with every fuel delivery site upon request.

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Miscellaneous Motor & Heating Fuels – Tanker Truck & Tanker Wagon

- 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 “ATG”** means automated fuel monitoring gauge.
- 2.5 “ASTM”** means American Society for Testing and Materials
- 2.6 “E10 Fuel”** means E10, a mixture of 10% anhydrous ethanol and 90% gasoline.
- 2.7 “EPA”** means Environmental Protection Agency.
- 2.8 “Cetane Rating”** CN means (C₁₆H₃₄) 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 Cetane Number is an important factor in determining the quality of diesel fuel and is determined by ASTM D 613-86 “Ignition Quality of Diesel Fuel by the Cetane Method”.
- 2.9 “Motor Fuel Transporter”** means an entity licensed as a Motor Fuel Transporter with the State of West Virginia to transport motor fuel outside the bulk transfer terminal system by means of transport vehicle.
- 2.10 “Motor Fuel Distributer”** means an entity licensed as a Motor Fuel Distributor with the State of West Virginia to acquire motor fuel within West Virginia and distribute it within West Virginia.
- 2.11 “Motor Fuel Importer”** means an entity licensed as a Motor Fuel Importer with the State of West Virginia to purchase fuel outside West Virginia and delivers it inside West Virginia.

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2.12 “Stick Reading” means a manual method of measuring the volume of fuel in the Agency’s tank.

2.13 “Tanker Wagon” means a 500 to 4,500-gallon delivery vehicle.

2.14 “Tanker Truck” means a 4,501 to 9,200-gallon delivery trailer. Combination Tractor and Trailer.

2.15 “OPIS” means Oil Price Information Service, LLC as published by DOW Jones Company, <https://www.opisnet.com/about/company-overview/>

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 “Standard Specification for Automotive Spark-Ignition Engine Fuel.”

3.1.1.2 Unleaded Gasoline must be a minimum of 87 octane.

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.

3.1.1.4 Unleaded Gasoline must be free from water, grit, acid, and fibrous or other foreign matter. The Vendor is responsible for straining Gasoline to ensure compliance with this subsection.

3.1.1.5 Unleaded gasoline must also be free from 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 the product into tanks. Should test results show fuel contains contamination, it will be rejected. Samples will be

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taken without prior notice and will be in accordance with the requirements outlined in Section 8.5.

3.1.1.6 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.

3.1.1.7 Unleaded Gasoline not in compliance with the specifications will be deemed unacceptable and must be removed from tank at the Vendor's expense. Refer to Section 6.6 regarding returns.

3.1.2 DIESEL FUEL

3.1.2.1 Diesel Fuel shall comply with the most recent version of ASTM D 975-07b "Standard Specification for Diesel Fuel Oils" except the Cetane Rating (CN) shall be a minimum of 45, maximum of .05 weight of sulfur, a maximum aromatic content of 35 volume percent, and free of visible evidence of blue dye 1.4 dialkylamine-anthraquinone.

3.1.2.2 Diesel Fuel cloud point must be complying as below
TYPE II +10F
TYPE II Ultra Low Sulphur

3.1.2.3 Diesel Fuel shall be an Ultralow Sulfur all-purpose diesel fuel intended for use in all automotive type diesel engines under normal conditions of service.

3.1.2.4 Diesel Fuel must be free from water, grit, acid, and fibrous or other foreign matter, as these materials are likely to clog and damage pumps, nozzles, valves etc. Vendor is responsible for straining the Diesel Fuel to ensure compliance with this requirement.

3.1.2.5 Diesel Fuel must also be free from 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 the product into 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

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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 which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dyes. Samples will be taken without prior notice and will be in accordance with the requirements outlined in Section 8.5.

3.1.2.6 Only clear (white) ultra-low sulfur diesel fuel is acceptable.

3.1.2.7 A bio-based fuel component not to exceed 0.50 Percent is acceptable.

3.1.3 SPECIAL DIESEL REQUIREMENTS:

3.1.3.1 During the period of November 1st to February 28th 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 mandatory regulatory specifications for on-road diesel fuel.

Any after-market additive used shall be identified by brand or trade name and manufacturers purchase/exchange. An additive, if used shall be the 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.

3.1.3.2 Diesel Fuel not meeting specifications is unacceptable and must be removed from the Agency's tank at the Vendor's expense. Refer to Section 6.6 regarding returns.

3.1.4 HEATING OIL/DIED DIESEL/KEROSENE:

3.1.4.1 Heating Oil must be Grade #1 or Grade #2, fuel oil for various types of fuel burning equipment.

3.1.4.1.1 Died Diesel will be same price as #2 Heating Oil.

3.1.4.2 Heating Oil specifications must meet the specifications of ASTM Heating Oil D396-08 "Standard Specification for Fuel Oils" the most recent edition.

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3.1.4.3 The Heating Oil herein specified shall be hydrogen oils free from grit, acid and fibrous or other foreign matter.

3.1.4.4 Vendor must strain Heating Oil through a filter or wire of 16 mesh per 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 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.

3.1.4.6 Fuel oil not meeting specifications is unacceptable and must be removed from the tank at the Vendor’s expense. Refer to Section 6.6 regarding returns.

3.2 ADDITIONAL REQUIREMENTS:

3.2.1 Vendor must have operated as a licensed refiner, distributor, or dealer of one or more of the Contract Items for a minimum of three (3) years. Vendor must provide proof upon request.

3.2.2 Vendor must provide proof that it is licensed by the West Virginia State Tax Department as a Motor Fuel Transporter, Motor Fuel Distributor, or Motor Fuel Importer. Vendor must provide upon request

3.2.3 Vendor must file all required reports associated with the transport of Contract Items with the appropriate government entities.

3.2.4 Vendor must transport Contract Items in accordance with all applicable laws, rules, and regulations that govern the transport of all Contract Items.

4. CONTRACT AWARD:

4.1 Contract Award: The Contract is intended to provide Agencies with a purchase price on **all** Contract Items listed in each District for TT and TW. A Contract will be awarded for each district to the vendor that has the lowest District Total for TT and for TW in that district as shown on the **Exhibit A Pricing Pages**. Vendor my bid on any district for the Tanker Truck and/or Tanker Wagon they wish to supply.

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4.2 Pricing Pages: Vendor should complete the **Exhibit A Pricing Pages** by inserting the terminal location or locations from which each Fuel Item will be pulled. To aid in evaluation, each type of Fuel in every district being bid should have a terminal location Fuel is to be pulled from.

For example:

<u>District</u>	<u>Fuel Type</u>	<u>Terminal Location Fuel is Pulled From</u>
8	Unleaded Gasoline/E10	CWV (Charleston, WV)
	No. 2 Diesel	CWV (Charleston, WV)
	No. 2 Diesel w/ Winter Add.	CWV (Charleston, WV)
	No. 1 Heating/Kerosene	CWV (Charleston, WV)
	No. 2 Heating/Dyed Diesel	CWV (Charleston, WV)

Notwithstanding the foregoing, if Vendor omits a terminal delivery location, the Purchasing Division reserves the right to request that information prior to the contract award.

Vendor must also list its Vendor Markup per Gallon for each Fuel type in each district being bid. The **Firm Fixed Markup must be quoted in dollar form.**

For example, inserting a 0.5 would equal \$0.50 (fifty cents) per gallon markup. **(Percentage markups are not acceptable)** That Markup will then be added to the OPIS Hypothetical Terminal Cost and multiplied by the Six Month Estimated Need to arrive at the Extended Cost. The Extended Cost for each Fuel type in the District in question will be added to arrive at the District Total for TT and TW.

Vendor Markup per Gallon must include all costs associated with the production and delivery of the Fuel via Tanker Wagon and via Tanker Truck to any location in the District being bid. The Markup per Gallon does not include, however, any applicable taxes and fees (see Item 5.3 of these specifications) payable by the State.

The Vendor should also include in the Pricing Pages its Emergency Delivery Fee for expedited 24-hour delivery. Failure to list an Emergency Delivery Fee will result in the Vendor being required to deliver on an expedited basis at no additional charge.

Vendor should complete the **Exhibit A Pricing Pages** for each District they will supply fuel (**for TT, TW or both**) 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

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4.2 Pricing Pages: Vendor should complete the **Exhibit A Pricing Pages** by inserting the terminal location or locations from which each Fuel Item will be pulled. To aid in evaluation, each type of Fuel in every district being bid should have a terminal location Fuel is to be pulled from.

For example:

<u>District</u>	<u>Fuel Type</u>	<u>Terminal Location Fuel is Pulled From</u>
8	Unleaded Gasoline/E10	CWV (Charleston, WV)
	No. 2 Diesel	CWV (Charleston, WV)
	No. 2 Diesel w/ Winter Add.	CWV (Charleston, WV)
	No. 1 Heating/Kerosene	CWV (Charleston, WV)
	No. 2 Heating/Dyed Diesel	CWV (Charleston, WV)

Notwithstanding the foregoing, if Vendor omits a terminal delivery location, the Purchasing Division reserves the right to request that information prior to the contract award.

Vendor must also list its Vendor Markup per Gallon for each Fuel type in each district being bid. The **Firm Fixed Markup must be quoted in dollar form.**

For example, inserting a 0.5 would equal \$0.50 (fifty cents) per gallon markup. **(Percentage markups are not acceptable)** That Markup will then be added to the OPIS Hypothetical Terminal Cost and multiplied by the Six Month Estimated Need to arrive at the Extended Cost. The Extended Cost for each Fuel type in the District in question will be added to arrive at the District Total for TT and TW.

Vendor Markup per Gallon must include all costs associated with the production and delivery of the Fuel via Tanker Wagon and via Tanker Truck to any location in the District being bid. The Markup per Gallon does not include, however, any applicable taxes and fees (see Item 5.3 of these specifications) payable by the State.

The Vendor should also include in the Pricing Pages its Emergency Delivery Fee for expedited 24-hour delivery. Failure to list an Emergency Delivery Fee will result in the Vendor being required to deliver on an expedited basis at no additional charge.

Vendor should complete the **Exhibit A Pricing Pages** for each District they will supply fuel **(for TT, TW or both)** 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

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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 is responsible for ensuring the calculation for their bid is correct before submission. In the event of an error, Unit Pricing shall prevail.

Vendor should download and electronically enter the information into the **Exhibit A Pricing Pages** as attached as an electronic document within wvOASIS Vendor Self Service site. Vendors may request an electronic copy of the **Exhibit A Pricing Pages** for bid purposes by sending an email request to the following address: Mark.A.Atkins@wv.Gov.

NOTE: Vendor's Failure to provide a bid for every Fuel item in a District may result in disqualification of Vendor's Bid.

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 the 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-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 Vendor Order Acknowledgement Procedure: The vendor must email State agencies and Political Subdivisions upon receipt of an order within 24 hours of order receipt. Vendor shall include the order confirmation and provide tentative delivery information. The Vendor must also include the wvOASIS ADO (Agency Delivery Order) number or Purchase Order number in all correspondence and invoices.

5.2 Billing and Payment: After delivery has occurred, the Vendor will bill agency for the quantity delivered. Quantity will be determined in accordance with the procedures outlined in the delivery section. The price billed will be determined as follows:

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Pricing per gallon includes:

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

5.2.1 OPIS Terminal Price: The terminal from which Vendor obtains Weekly Average OPIS Price will be determined as follows:

5.2.1.1 Single Terminal Location, Pickup from Terminal Listed –

If Vendor lists a single terminal location for a district on the Pricing Pages and picks up Fuel from that terminal then Vendor will utilize the OPIS WEEKLY AVERAGE on the DAY OF ORDER for that terminal.

5.2.1.2 Single Terminal Location, Pickup From A Different Terminal -

If Vendor lists a single terminal location for a district on the Pricing Pages and picks up Fuel from a different terminal then Vendor will utilize the OPIS WEEKLY AVERAGE on the DAY OF ORDER for the less expensive of the two terminals.

5.2.1.3 Multiple Terminal Locations, Pickup From Terminal

Listed – If Vendor lists multiple terminal locations for a district on the Pricing Pages and picks up Fuel from one of those listed terminals, then Vendor will utilize the OPIS WEEKLY AVERAGE on the DAY OF ORDER for the least expensive terminal listed.

5.2.1.4 Multiple Terminal Locations, Pickup From Terminal Not

Listed – If Vendor lists multiple terminal locations for a district on the Pricing Pages and picks up Fuel from a terminal that is not listed, then Vendor will utilize the OPIS WEEKLY AVERAGE on the DAY OF ORDER for the least expensive of the terminals listed (submitted with the bid).

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.

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Miscellaneous Motor & Heating Fuels – Tanker Truck & Tanker Wagon

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 \$0.1520 per gallon. State agencies also currently pay \$0.2050 per gallon for the flat rate component of the West Virginia Excise Tax (See **Exhibit_C**). WV Motor Fuel Rates can also be accessed online at: <https://tax.wv.gov/Business/MotorFuel/Pages/MotorFuelTax.aspx> . The WV Motor Fuel Rates are from January 01 thru December 31 of each year and the current year rates will be published on the Statewide Contracts page of the Purchasing Division Website for each year of the contract.

In addition, state agencies are responsible for the **Federal L.U.S.T. Fee** which is assessed at 0.01cents per gallon.

No other fuel taxes or fees shall be charged to state agencies. If the Vendor includes any additional taxes other than those described in this section, the Vendor's invoice will be returned to the Vendor for correction. The invoice **WILL NOT** be processed until the requested changes have been made to comply with contract billing requirements.

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

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). **This will require that Agency's obtain an OPIS subscription.**

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

EQUALS Price per Gallon delivered

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

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

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

5.5.3 Vendors shall process invoices within five (5) working days of the delivery date. Failure to provide a valid invoice within this may result in the assessment of liquidated damages of \$100.00 dollars per day.

6. DELIVERY AND RETURN:

6.1 DELIVERY TIME:

6.1.1 Standard Delivery: Vendor shall deliver standard orders within four (4) working days after orders are received. The Vendor is prohibited from assessing additional charges for standard delivery.

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

6.1.2 Emergency Delivery: Vendor shall deliver emergency orders within twenty-four (24) hours after orders are received.

6.1.2.1 Vendors may assess a one-time emergency delivery fee if the fee is included on Exhibit_A, Pricing Page.

6.1.2.2 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.

6.1.3 Vendors that fail to meet the delivery times outlined in the specifications may be assessed liquidated damages in the amount of \$100.00 per day.

6.2 DELIVERY LOCATION: Vendor must deliver to any location within the District for which Vendor is awarded a Contract.

6.2.1 Delivery locations are not available to the Purchasing Division and therefore are not provided in this solicitation.

6.2.2 Delivery location for each district will be provided by the Agency upon order placement and will be outlined in the Agency's wvOASIS Delivery Order (ADO) or other ordering document used by the agency.

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Delivery Quantity: Quantities delivered shall be based upon the actual quantities delivered to the Agency location. Vendors must provide deliveries to any location within the vendor's quoted District. Submitting a bid for a District represents the vendor's express agreement to deliver to any location within that district as required.

6.2.3 Partial Compartment Delivery: Deliveries of partial compartments 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 an Agency representative must take a Veeder Root (or equivalent system) reading and a stick reading of the tank before and after the fuel is delivered. Both the before and after readings must be recorded on the delivery ticket.

DOT/DOH Delivery: In the event of a conflict between the metered measurement and the stick reading, the metered measurement (Veeder Root) shall prevail.

Non-DOT/DOH Delivery: In the event of conflict between the metered measurement and the stick reading, the stick reading shall prevail.

Delivery documents must be signed by the agency and delivery driver and include the location where the delivery was made, the product (s) delivered, the blend percentages, the number of gallons delivered, the metered measurement, stick reading before and after dispensing, and the rack price or prices for blended fuels.

6.2.3.1 In the event a delivery ticket is not signed or incomplete; in order to confirm the amount of fuel being delivered, the Agency reserves the right to utilize either the Veeder Root (or equivalent automated system) or the stick reading for the purpose of invoicing.

6.2.4 Complete Compartment Delivery: Tanker Trucks (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 <https://code.wvlegislature.gov/47-1-10/> adopts National Institute of Standards and Technology Handbook 130 part "Uniform Engine Fuels...Regulation", Section 3 of that regulation subparagraph 3.1.1 concerning documentation.

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When complete compartment deliveries are made, the driver must also stick the tank immediately after the Fuel is loaded at the loading point and immediately after unloading. Both measurements are to be recorded on the ticket.

When the fuel is delivered to the Agency location, the Agency representative must take a measurement of the Agency's tank before and after the fuel is delivered. The measurement must be either a Veeder Root (or equivalent automated reading) and a stick reading of the tank. Both the before and after readings must be recorded on the allocation metered ticket.

DOT/DOH Delivery: In the event of a conflict between the metered measurement and the stick reading, the metered measurement (Veeder Root) shall prevail.

Non-DOH/DOT Delivery: In the event of a conflict between the metered measurement and the stick reading, the metered measurement (Veeder Root) shall prevail.

Delivery documents must be signed by the driver and agency representative and include the location where the delivery was made, the product (s) delivered, metered and stick readings, the blend percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

6.2.4.1 If a Vendor driver fails to sign off in agreement of the delivery ticket which includes the Vendors Tank Readings, the Agency's Veeder Root or Stick Readings used to confirm the amount of fuel being delivered, the Agency reserves the right to disregard the delivery ticket and will utilize either the Veeder Root (or equivalent automated system) or stick reading of the tank for the purpose of invoicing.

6.2.5 State Agency or Political Subdivisions reserve the right to inspect bulkheads and to measure the 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.

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6.3 FUEL TANK REQUIREMENTS: Vendors must deliver to above ground and underground storage tanks.

6.3.1 All fuel deliveries to above ground storage tanks must utilize a remote filling system (catch can) on the tank. Deliveries to above ground storage tanks without a remote filling system (catch can) will be denied by the state agency.

6.3.2 All fuel deliveries to underground storage tanks shall be made using a vapor recovery nozzle. 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 the approval of the Purchasing Division.

A penalty of \$250.00 (reduction of invoice total) can be imposed for failure to provide delivery of fuel within the four (4) working 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.

Notwithstanding the preceding paragraph, Vendors shall not be liable for damages for delays in shipment or failure to deliver 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 delivery issues arise.

When the vendor experiences delivery or supply issues the Vendor shall communicate these issues directly with the Agency placing the order immediately.

6.5 DELIVERY PAYMENT/RISK of LOSS: All deliveries shall be F.O.B. destination to the Agency's location. Vendor must 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.

6.6 RETURNS: The awarded vendor shall be responsible for the removal of the Fuel from State or Political Subdivision property within three (3) working days after notification that Fuel failed to comply with these specifications. The vendor shall also be responsible for all cleanup required to all State agency or Political

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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 fuel), which the vendor has delivered.

6.7 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.

6.8 SPILLAGE and CLEANUP: Vendor shall be responsible for 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 clean up the spillage according applicable EPA, State, County, and City 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.

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Miscellaneous Motor & Heating Fuels – Tanker Truck & Tanker Wagon

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.

8.3.1 The Contractor shall provide to the State of West Virginia's Purchasing Division quarterly utilization reports containing at a minimum the following information pertaining to the State of West Virginia agencies, boards, commissions, and political subdivisions:

Ordering Entity;
Purchase order number;
Description;
Quantity;
Location;
District;
Price per gallon & Total price of delivery.

These reports will be provided in Excel format and sent via email to Mark.A.Atkins@wv.gov on a quarterly basis as follows:

<u>PERIOD END</u>	<u>REPORT DUE</u>
December 31	January 31
March 31	April 30
June 30	July 31
September 30	October 31

Failure to supply such reports may be grounds for cancellation of this Contract.

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8.4 ADMINISTRATIVE FEE: The Contractor shall pay to the West Virginia Purchasing Division by check, an Administrative Fee of Two Cents (\$0.02) per delivered gallon no later than sixty (60) calendar days following the end of each quarter for purchases made by Purchasing Entities under this Contract.

This fee is to be included as part of the prices incorporated into this Contract and must not be listed as a separate charge. This fee will begin on the Contract start date. The Administrative Fee shall be submitted quarterly and is based on the total number of gallons delivered to all the Purchasing Entities within the jurisdiction of the State of West Virginia under the West Virginia Master Agreement No. **CMA 0212 FUEL25**.

Payment shall be made by check payable to the “WV Purchasing Division”. The West Virginia Contract number **CMA 0212 FUEL25** must be included on all payments.

Remit Checks To:

WV Purchasing Division
2019 Washington Street, East
Charleston, WV 25305
Attn: Purchasing Director

8.5 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.

8.6 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: Brian Yocum
Telephone Number: 304-291-6980
Fax Number: 304-291-6984
Email Address: byocum@bfscompanies.com



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

State of West Virginia
Centralized Request for Quote
Fuels

Proc Folder: 1649867

Doc Description: FUEL25 - TANKER WAGON & TANKER TRUCK STATEWIDE CONTRACT

Proc Type: Statewide MA (Open End)

Reason for Modification:

Date Issued: 2025-03-13
Solicitation Closes: 2025-03-25 13:30

Solicitation No: CRFQ 0212 SWC2500000006

Version: 1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000000206416
Vendor Name: Bruceton Petroleum Co. Inc.
Address: 116

Street: Shannon Drive

City: Morgantown

State: WV

Country: USA

Zip: 26508

Principal Contact: Brian Yocum
Vendor Contact Phone: 304-291-6980

OR INFORMATION CONTACT THE BUYER
Mark A Atkins
304) 558-2307
mark.a.atkins@wv.gov

Extension:

Signature: *Brian Yocum*
I am subject to all terms and conditions contained in this solicitation
FEIN#

DATE 3.21.25



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

State of West Virginia
Centralized Request for Quote
Fuels

Proc Folder: 1649867			Reason for Modification: ADDENDUM_1
Doc Description: FUEL25 - TANKER WAGON & TANKER TRUCK STATEWIDE CONTRACT			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2025-03-18	2025-03-25 13:30	CRFQ 0212 SWC2500000006	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: 0000000206416
Vendor Name : Bruceton Petroleum Co. Inc.
Address : 116
Street : Shannon Drive
City : Morgantown
State : WV **Country :** **Zip :** 26508
Principal Contact : Brian Yocum
Vendor Contact Phone: 304-291-6980 **Extension:**

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Vendor
Signature X

Brian Yocum

FEIN#

DATE 3.21.25

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

ADDITIONAL INFORMATION

ADDENDUM_1 is issued for the following:

1. To publish the Purchasing Divisions' response to the questions submitted by Vendors during the Technical Questioning period that ended 03/17/2025 at 10:00am EDT.

No other changes.

Statewide Contract Request for Quotation

The West Virginia Purchasing Division is soliciting bids on behalf of the State of West Virginia to establish an Open-End, Statewide Contract for Tanker Truck (TT) and Tanker Wagon (TW) delivery of Motor and Heating Fuels throughout the State as defined below, per the attached documents.

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

This contract may be awarded to multiple vendors..

INVOICE TO

VARIOUS AGENCY
LOCATIONS
AS INDICATED BY ORDER

No City WV
US

SHIP TO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS
INDICATED BY ORDER

No City WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Motor and Heating Fuels - Tanker Wagon Delivery	0.00000			

Comm Code**Manufacturer****Specification****Model #**

15100000

Extended Description:

Note: Vendor shall complete Exhibit_A Pricing Page(s) for bid pricing and must attach with bid.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Technical Questions due by 10:00am EDT:	2025-03-17

	Document Phase	Document Description	Page 3
SWC2500000006	Final	FUEL25 - TANKER WAGON & TANKER TRUCK STATEWIDE CONTRACT	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

FUEL25 TANKER WAGPM (TW) VENDOR PRICING SHEET**VENDOR:** Bruceton Petroleum Co. Inc.**Address:** 116 Shannon Drive, Morgantown, WV. 26508

DISTRICT	FUEL TYPE	Terminal Location Fuel is to be pulled from	Six Month's ESTIMATED NEEDS (gals.)	OPIS Hypothetical Terminal Cost	Fixed Firm Markup Gallon from OPIS	Extended Cost
ONE	Unleaded Gasoline/E 10		200,000	2.250	\$ -	450,000.00
	No. 2 Diesel		50,000	2.310	\$ -	115,500.00
	No. 2 Diesel w/ Winter add.		170,000	2.310	\$ -	392,700.00
	No. 1 Heating/Kerosene		1000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		2,500	2.571	\$ -	6,427.50
					Total District One	967,198.50
TWO	Unleaded Gasoline/E 10		214,000	2.250	\$ -	481,500.00
	No. 2 Diesel		33,000	2.310	\$ -	76,230.00
	No. 2 Diesel w/ Winter add.		120,000	2.310	\$ -	277,200.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		1,500	2.571	\$ -	3,856.50
					Total District Two	841,357.50
THREE	Unleaded Gasoline/E 10	Marietta, OH - MOH	166,000	2.250	\$ 0.1950	405,870.00
	No. 2 Diesel	Marietta, OH - MOH	63,000	2.310	\$ 0.1950	157,815.00
	No. 2 Diesel w/ Winter add.	Marietta, OH - MOH	181,000	2.310	\$ 0.1950	453,405.00
	No. 1 Heating/Kerosene	Marietta, OH - MOH	1000	2.571	\$ 0.1950	2,766.00
	No. 2 Heating/Dyed Diesel	Marietta, OH - MOH	2,200	2.571	\$ 0.1950	6,085.20
					Total District Three	1,025,941.20
FOUR	Unleaded Gasoline/E 10	Pittsburgh, PA - PPA	243,000	2.250	\$ 0.1950	594,135.00
	No. 2 Diesel	Pittsburgh, PA - PPA	87,000	2.310	\$ 0.1950	217,935.00
	No. 2 Diesel w/ Winter add.	Pittsburgh, PA - PPA	245,000	2.310	\$ 0.1950	613,725.00
	No. 1 Heating/Kerosene	Pittsburgh, PA - PPA	1,000	2.571	\$ 0.1950	2,766.00
	No. 2 Heating/Dyed Diesel	Pittsburgh, PA - PPA	5,000	2.571	\$ 0.1950	13,830.00
					Total District Four	1,442,391.00

FIVE	Unleaded Gasoline/E 10		167,000	2.250	\$ -	375,750.00
	No. 2 Diesel		55,000	2.310	\$ -	127,050.00
	No. 2 Diesel w/ Winter add.		143,000	2.310	\$ -	330,330.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		25,500	2.571	\$ -	65,560.50
					Total District Five	901,261.50
SIX	Unleaded Gasoline/E 10	Pittsburgh, PA - PPA	127,000	2.250	\$ 0.1950	310,515.00
	No. 2 Diesel	Pittsburgh, PA - PPA	52,000	2.310	\$ 0.1950	130,260.00
	No. 2 Diesel w/ Winter add.	Pittsburgh, PA - PPA	110,000	2.310	\$ 0.1950	275,550.00
	No. 1 Heating/Kerosene	Pittsburgh, PA - PPA	1,000	2.571	\$ 0.1950	2,766.00
	No. 2 Heating/Dyed Diesel	Pittsburgh, PA - PPA	2,000	2.571	\$ 0.1950	5,532.00
					Total District Six	724,623.00
SEVEN	Unleaded Gasoline/E 10		207,000	2.250	\$ -	465,750.00
	No. 2 Diesel		98,000	2.310	\$ -	226,380.00
	No. 2 Diesel w/ Winter add.		184,000	2.310	\$ -	425,040.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		1,000	2.571	\$ -	2,571.00
					Total District Seven	1,122,312.00
EIGHT	Unleaded Gasoline/E 10		126,000	2.250	\$ -	283,500.00
	No. 2 Diesel		58,000	2.310	\$ -	133,980.00
	No. 2 Diesel w/ Winter add.		170,000	2.310	\$ -	392,700.00
	No. 1 Heating/Kerosene		12,000	2.571	\$ -	30,852.00
	No. 2 Heating/Dyed Diesel		440,000	2.571	\$ -	1,131,240.00
					Total District Eight	1,972,272.00

NINE	Unleaded Gasoline/E 10		173,000	2.250	\$ -	389,250.00
	No. 2 Diesel		75,000	2.310	\$ -	173,250.00
	No. 2 Diesel w/Winter add.		210,000	2.310	\$ -	485,100.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		20,000	2.571	\$ -	51,420.00
					Total District Nine	1,101,591.00
TEN	Unleaded Gasoline/E 10		214,000	2.250	\$ -	481,500.00
	No. 2 Diesel		68,000	2.310	\$ -	157,080.00
	No. 2 Diesel w/Winter add.		145,000	2.310	\$ -	334,950.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		1,000	2.571	\$ -	2,571.00
					Total District Ten	978,672.00
<p>Emergency Delivery Fee (upcharge): \$ 200.00</p> <p>Terminal Abbreviations:</p> <p>Altoona, PA - APA Fairfax, VA - FVA</p> <p>Ashland, KY - AKY Marietta, OH - MOH</p> <p>Charleston, WV - CWV Pittsburgh, PA - PPA</p> <p>Roanoke, VA - RVA</p> <p>Vendor Contact/Coordinator: Brian Yocum Sr</p> <p>Telephone Number: 304-291-6980</p> <p>Fax Number: 304-291-6984</p> <p>Email: byocum@bfscompanies.com</p> <p>Signature: <i>Brian Yocum Sr</i> Date: 03.21.25</p>						

FUEL25 TANKER WAGPM (TW) VENDOR PRICING SHEET						
VENDOR:	Bruceton Petroleum Co. Inc.		Address:	116 Shannon Drive, Morgantown, WV. 26508		
DISTRICT	FUEL TYPE	Terminal Location Fuel is to be pulled from	Six Month's ESTIMATED NEEDS (gals.)	OPIS Hypothetical Terminal Cost	Fixed Firm Markup Gallon from OPIS	Extended Cost
ONE	Unleaded Gasoline/E 10		200,000	2.250	\$ -	450,000.00
	No. 2 Diesel		50,000	2.310	\$ -	115,500.00
	No. 2 Diesel w/ Winter add.		170,000	2.310	\$ -	392,700.00
	No. 1 Heating/Kerosene		1000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		2,500	2.571	\$ -	6,427.50
					Total District One	967,198.50
TWO	Unleaded Gasoline/E 10		214,000	2.250	\$ -	481,500.00
	No. 2 Diesel		33,000	2.310	\$ -	76,230.00
	No. 2 Diesel w/ Winter add.		120,000	2.310	\$ -	277,200.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		1,500	2.571	\$ -	3,856.50
					Total District Two	841,357.50
THREE	Unleaded Gasoline/E 10	Marietta, OH - MOH	166,000	2.250	\$ 0.1950	405,870.00
	No. 2 Diesel	Marietta, OH - MOH	63,000	2.310	\$ 0.1950	157,815.00
	No. 2 Diesel w/ Winter add.	Marietta, OH - MOH	181,000	2.310	\$ 0.1950	453,405.00
	No. 1 Heating/Kerosene	Marietta, OH - MOH	1000	2.571	\$ 0.1950	2,766.00
	No. 2 Heating/Dyed Diesel	Marietta, OH - MOH	2,200	2.571	\$ 0.1950	6,085.20
					Total District Three	1,025,941.20
FOUR	Unleaded Gasoline/E 10	Pittsburgh, PA - PPA	243,000	2.250	\$ 0.1950	594,135.00
	No. 2 Diesel	Pittsburgh, PA - PPA	87,000	2.310	\$ 0.1950	217,935.00
	No. 2 Diesel w/ Winter add.	Pittsburgh, PA - PPA	245,000	2.310	\$ 0.1950	613,725.00
	No. 1 Heating/Kerosene	Pittsburgh, PA - PPA	1,000	2.571	\$ 0.1950	2,766.00
	No. 2 Heating/Dyed Diesel	Pittsburgh, PA - PPA	5,000	2.571	\$ 0.1950	13,830.00
					Total District Four	1,442,391.00

FIVE	Unleaded Gasoline/E 10		167,000	2.250	\$ -	375,750.00
	No. 2 Diesel		55,000	2.310	\$ -	127,050.00
	No. 2 Diesel w/ Winter add.		143,000	2.310	\$ -	330,330.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		25,500	2.571	\$ -	65,560.50
					Total District Five	901,261.50
SIX	Unleaded Gasoline/E 10	Pittsburgh, PA - PPA	127,000	2.250	\$ 0.1950	310,515.00
	No. 2 Diesel	Pittsburgh, PA - PPA	52,000	2.310	\$ 0.1950	130,260.00
	No. 2 Diesel w/ Winter add.	Pittsburgh, PA - PPA	110,000	2.310	\$ 0.1950	275,550.00
	No. 1 Heating/Kerosene	Pittsburgh, PA - PPA	1,000	2.571	\$ 0.1950	2,766.00
	No. 2 Heating/Dyed Diesel	Pittsburgh, PA - PPA	2,000	2.571	\$ 0.1950	5,532.00
					Total District Six	724,623.00
SEVEN	Unleaded Gasoline/E 10		207,000	2.250	\$ -	465,750.00
	No. 2 Diesel		98,000	2.310	\$ -	226,380.00
	No. 2 Diesel w/ Winter add.		184,000	2.310	\$ -	425,040.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		1,000	2.571	\$ -	2,571.00
					Total District Seven	1,122,312.00
EIGHT	Unleaded Gasoline/E 10		126,000	2.250	\$ -	283,500.00
	No. 2 Diesel		58,000	2.310	\$ -	133,980.00
	No. 2 Diesel w/ Winter add.		170,000	2.310	\$ -	392,700.00
	No. 1 Heating/Kerosene		12,000	2.571	\$ -	30,852.00
	No. 2 Heating/Dyed Diesel		440,000	2.571	\$ -	1,131,240.00
					Total District Eight	1,972,272.00

NINE	Unleaded Gasoline/E 10		173,000	2.250	\$ -	389,250.00
	No. 2 Diesel		75,000	2.310	\$ -	173,250.00
	No. 2 Diesel w/Winter add.		210,000	2.310	\$ -	485,100.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		20,000	2.571	\$ -	51,420.00
					Total District Nine	1,101,591.00
TEN	Unleaded Gasoline/E 10		214,000	2.250	\$ -	481,500.00
	No. 2 Diesel		68,000	2.310	\$ -	157,080.00
	No. 2 Diesel w/Winter add.		145,000	2.310	\$ -	334,950.00
	No. 1 Heating/Kerosene		1,000	2.571	\$ -	2,571.00
	No. 2 Heating/Dyed Diesel		1,000	2.571	\$ -	2,571.00
					Total District Ten	978,672.00

Emergency Delivery Fee (upcharge):	\$ 200.00
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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:	Brian Yocum Sr
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Telephone Number:	304-291-6980
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Fax Number: 304-291-6984

Email: byocum@bfscompanies.com

Signature: _____

Date:

03.21.25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2025

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
BRUCETON FARM SERVICE INC, BFS PETROLEUM PRODUCTS INC
116 SHANNON DR
MORGANTOWN, WV 26508-5260

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 102

REVISION NUMBER: 2

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	1817992	10/09/2024	10/09/2025	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 ACC \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	N	N	1817992	10/09/2024	10/09/2025	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 EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION	N	N	1817996	10/09/2024	10/09/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1842293	10/09/2024	10/09/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

ADDITIONAL NAMED INSUREDS INCLUDE
BRUCETON PETROLEUM COMPANY INC

STATE OF WEST VIRGINIA WV DEPT OF ADMINISTRATION IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

STATE OF WEST VIRGINIA
DEPT OF ADMINISTRATION PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON, WV 25305-2214

102 2

CANCELLATION

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

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 Insured Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
State of West Virginia See IL-F-40-00010 2019 Washington St E Charleston, WV 25305-2214	Any coverage provided by this endorsement applies only to the delivery to the certificate holder.
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.

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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:

Bruceton Farm Service Inc
116 Shannon Dr
Morgantown, WV 26508-5260

IL-F-40-00010 Extension Endorsement

Dept of Administration Purchasing Division

WEST VIRGINIA STATE TAX DEPARTMENT
MOTOR FUEL EXCISE TAX LICENSE

In accordance with West Virginia State Code §11-14G
BRUCETON PETROLEUM INC

is hereby licensed as

Importer, Exporter, Distributor

License Number

WV05400700058

effective January 1, 2004

and will remain in effect until it is revoked or surrendered

This license is NON-TRANSFERABLE.

Jonah G. Cohen
Jonah J. Cohen, Tax Supervisor

Internal Auditing Division
Excise Tax Unit