

SPECIFICATION

DIESEL FUEL AND GASOLINE

ANY QUESTIONS PERTAINING TO THESE SPECIFICATIONS

SHOULD BE DIRECTED TO:

Loring Danielson

304-296-3680

Bid Opening Date: May 15, 2026

Bid Opening Place: Westover Administrative Facility
Monongalia County Urban Mass Transportation Authority
DBA: Mountain Line Transit Authority
420 DuPont Rd
Morgantown, WV 26501-2309

INVITATION TO BID
Monongalia County Urban Mass Transportation Authority
Fuel Services

The Mountain Line Transit Authority (the Authority) will accept sealed bids for the purchase of No. 2 Diesel Fuel, with winter additive in the colder months and 87 octane gasoline until 2:00 P.M. local time on May 15, 2026 at Mountain Line Transit Authority 420 DuPont Rd, Morgantown, West Virginia, 26501-2309 and then at the said location all bids will be opened and read.

The contract documents and specifications may be obtained from Loring Danielson, Finance Officer at the above address. The initial proposal can be downloaded at: <https://www.busrider.org/procurement> Telephone requests should be made to (304) 296-3680. Written requests should be made to the above address.

Bids should be sealed and clearly marked "Fuel Bids." The Authority reserves the right to reject any and all bids and to waive any informality in bidding on such basis as the Authority deems to be in its best interest.

Any contract resulting from bids submitted is subject to a financial assistance contract between the Authority and the U.S. Department of Transportation. All bidders will be required to certify that they are not on the Comptroller General's List of Ineligible bidders. The successful bidder is required to comply with all applicable Equal Employment Opportunity laws and regulations.

The Authority hereby notifies bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, creed, age, disability, blindness, religion, familial status, veteran status, or national origin in consideration of an award. DBEs are encouraged to apply.

Maria Smith
CEO
Mountain Line Transit Authority

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1.1 SOLICITATION

1.1.1 SCOPE

INVITATION FOR BIDS NO: 2021-1

DATE: May 10, 2024

PROCURING AGENCY: Mountain Line Transit Authority
420 DuPont Rd
Morgantown, WV 25510-2309
(304) 296-3680

CONTRACTING OFFICER: David Bruffy

The contract awarded hereunder shall be for No. 2 diesel fuel, No. 2 diesel fuel with additive, and 87 octane gasoline in accordance with the terms and conditions set forth below. The contract shall be based on the Oil Price Information Service (OPIS) price at Pittsburgh, PA 10:00 AM at the day of deliveries.

1.1.2 CONTRACT DOCUMENTS

- Part 1 - Solicitation, Offer and Award
- Part 2 - Contractual Provisions
- Part 3 - Technical Specifications
- Part 4 - Bidder Proposal Page
- Part 5 - Offer and Award

1.1.3 DEFINITIONS

Procuring Agency: Mountain Line Transit Authority

Contracting Officer: The person who is executing this contract on behalf of the procuring agency and who has complete and final authority except as limited herein.

- Contractor: The successful bidder who is awarded a contract for providing all labor and materials described in the contract documents.
- Authorized Signee: The person who is executing this contract on behalf of the bidder/contractor and who is authorized to bind the bidder/contractor.
- Supplier: Any manufacturer, company or agency providing units, components or sub-assemblies for inclusion in the product or service to be supplied.
- Work: Any and all labor, supervision, services, material, machinery, equipment, tools, supplies and facilities called for by the contract and necessary to the completion thereof.
- Defect: Patent or latent malfunction or failure in manufacture or design of any component or sub-system.
- Related Defect: Damage inflicted on any component or sub-system as a direct result of a defect.

1.1.4 COMMUNICATIONS

Communications in connection with this contract shall be in writing and shall be delivered personally; or by Fax, telegram, or by regular, registered, or certified mail addressed to the officer(s) or employee(s) of the procuring agency and of the contractor designated to receive such communications. Telephone Calls may be used to expedite communications but shall not be official communication unless confirmed in writing.

1.1.4.1 Amendments to the RFP:

There are no amendments as of this time, however if there are any amendments they will be posted to the following webpage, which also is where the original information can be found: <https://www.busride.org/procurement>

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1.1.4 Communications Continued

1.1.4.1 Amendments to the RFP Continued:

Because downloading the original bid information is allowed, notifications of amendments can only be made to known recipients of record. To be added to the bidding list notify Loring Danielson, Finance Officer at the same mailing address or email. Danielson@busride.org.

1.1.4.2 Bidding Tabulations Availability:

The prices will be made available to the participating bidders after the selection process is finished.

It may take a few days to do the bid tabulations, which will be presented to the Board of Directors the first board meeting following the bid opening. The Board of Directors is scheduled to meet the third Wednesday of every month. The first Board meeting after this bid opening is scheduled to meet May 20, 2026.

1.1.4.3 Bidding Documents:

The Offer and Acceptance is included as a convenience because it only needs to be turned in to complete the contract. Only the award winner needs to sign it. However, coming in signed will speed up the acceptance of the contract.

The DBE form is optional and is only needed if a DBE, or DBE subcontractor is applying for the contract.

The Restrictions on Lobbying form is included as a convenience because it only needs to be turned in to complete the contract. Only the award winner needs to sign it. However, coming in with the bid signed will speed up the acceptance of the contract.

1.1.5 OFFICIAL RECEIPT

Communications shall be considered received at the time actually received by the addressee or designated agent.

1.1.6 BID REQUIREMENTS

Sealed bids in original and one (1) copy will be received at the address shown in Section 1.1.1 until 2:00 P.M. local time May 15, 2026. No. 2 diesel fuel, No. 2 diesel additive, and 87 octane gasoline as described herein and to be furnished in strict accordance with the conditions of the contract documents.

1.1.7 PUBLIC BID OPENING

Bids shall be opened at the time set for opening in this solicitation. Their content, excluding documents marked "PROPRIETARY", shall be made public for the information of bidders and others interested who may be present either in person or by representative.

1.1.8 BID POSTPONEMENT/REJECTION

The Authority reserves the right to postpone bid openings for its own convenience. The Authority reserves the right to waive any minor bid informalities or irregularities received which do not go to the heart of the bid or prejudice other bidders, or to reject, any and all bids submitted. Conditional bids, or those which take exception to the specifications, will be considered non-responsive and will be rejected.

1.1.9 BID WITHDRAWAL

After bids are opened, bids may not be withdrawn for forty five (45) calendar days. Prior to the date/time set for bid opening, however, bids may be modified or withdrawn in person or by written notice. If the bids are modified or withdrawn in person, the authorized representative of the bidder shall make his/her identity known and shall sign a receipt for the bid. Written withdrawal notices shall be received in the office designated in Section 1.1.1 no later than the exact date/time for bid opening.

1.1.10 QUALIFICATION FOR AWARD

Computed bid for the specified product/service(s) described herein provided the bid is responsive in all respects to these procurement requirements. Has in operations a firm or corporation that can assure that the specified service(s) described herein will be provided according to this specification.

Can provide evidence of prior or current contracts and references from more than one procuring agency that has purchased from the bidder a similar product or service to that specified herein.

Has the necessary facilities, equipment, manpower and financial resources to complete the contract in a satisfactory manner within the time periods declared.

Is qualified in accordance with the Quality Assurance Provisions.

The Authority reserves the right to conduct pre-award surveys of any bidder.

FTA rules do not allow a local preference. The vendor does have to lawfully be able to business in the State of West Virginia.

1.1.11 INELIGIBLE BIDDERS

All bidders shall be required to certify that they are not on the Comptroller General's list of ineligible contractors. The Authority will also be verifying this information as well.

1.1.12 BUY AMERICA REQUIREMENTS

Bidders shall comply with Moving Ahead for Progress in the 21st Century (MAP-21), the FAST Act and the applicable regulations in 49 CFR part 661 which require that steel, cement, and manufactured products procured under Federal Transit Administration (FTA) contracts be of domestic manufacture or origin (with exempted exceptions).

1.1.13 BIDDER REVIEW PROCEDURES

In determining the successful bidder, consideration will be given to the price, bidder's financial responsibility, bidder's experience and credentials, and bidder's responsiveness to the specification. Any proposal received after the bid opening date and time will not be considered and will be returned to the bidder unopened. Any changes or any request for changes in the specification will not be recognized after sealed bids are opened.

Award of this contract shall be made to the bidder submitting the lowest total.

1.1.14 PATENT INFORMATION

The procuring agency should advise the contractor of any impending patent suit and provide all information available. The contractor shall defend any suit or proceeding brought against the procuring agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent and the contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages against the procuring agency. In case said equipment or any part thereof is in such suit held to constitute infringement and use of said equipment or parts is enjoined, the contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part or replace same with non-infringing equipment or modify it so it becomes non-infringing.

1.1.15 PRIORITY

In the event of any deviation between the description of the service to be supplied in Part III: Technical Specifications and other parts of this document, the specifications shall govern.

1.1.16 MODIFICATIONS TO CONTRACT change orders as follows:

1.1.17 WRITTEN CHANGE ORDER

Oral change orders are not permitted. No change in this contract shall be made unless the contracting officer gives his/her prior written approval therefore. The contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification change not properly ordered by written modification to the contract and signed by the contracting officer.

1.1.18 CHANGE ORDER PROCEDURE CONTINUED

price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the contractor and the contracting officer. At that time, a detailed modification, including a cost breakdown on materials, labor, overhead, and profit, shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause. Regardless of any dispute, the contractor shall proceed with the work ordered, provided the procuring agency has obtained the prior concurrence of the Federal Transit Administration.

1.1.19 PRICE ADJUSTMENT FOR REGULATOR CHANGES

If a price adjustment is indicated, either upward or downward, it shall be negotiated between the procuring agency and contractor only for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective between the date of bid opening and the date of service delivery or manufacture. Such price adjustments may be audited where required.

1.1.20 MATERIALS/ACCESSORIES RESPONSIBILITY

The contractor shall be responsible for all materials and workmanship for the specified product(s) and/or service described herein and all accessories used, whether the same are manufactured by the contractor or purchased from a supplier.

1.1.21 UNAVOIDABLE DELAYS

If the acquisition of the specified product(s) and/or service described herein should be unavoidable delayed, the contracting officer may at his/her discretion extend the time for completion of the contract for the number of days determined by the contracting officer to constitute excusable delay under the procedure set forth in 2.7.2. A delay is unavoidable only if it was not reasonably expected to occur in connection with or during the contractor's performance and was not caused directly or substantially by acts, omissions, negligence or mistakes of the contractor, the contractor's suppliers or their agents and was substantial and in fact caused the contractor to miss the specified deadline date(s) and could not adequately have been guarded against by contractual or legal means. On a delayed shipment MLTA retains the right to replace the shipment by another contractor.

The contractor shall be excused for delay if such delay shall be caused by war, strikes, lockouts, fires, interruptions of transportation facilities, accidents, inability to obtain merchandise, shortage of energy sources or raw materials or other similar causes beyond the contractor's control. This contract is expressly subject to applicable restrictions imposed by any Federal agency or by any governmental authority. If any of the preceding delays are encountered by the contractor, the contractor shall provide the Authority with a quick and proper notice of such delay.

1.1.22 NOTIFICATION OF DELAY

The contractor shall notify the contracting office as soon as the contractor has, or should have, knowledge that an event has occurred which will delay the project. Within five (5) days, the contractor shall confirm such notice in writing and furnish as much detail as is available.

The contractor agrees to supply, as soon as such data is available, any reasonable proof that is required by the contracting officer to make a decision on any request for extension. The contracting officer shall examine the request and any documentation supplied by the contractor and shall determine if the contractor is entitled to an extension and the duration of such an extension. The contracting officer shall notify the contractor of his/her decision in writing. It is expressly understood and agreed that the contractor shall not be entitled to damages or compensation and shall be reimbursed for losses on account of delays resulting from any cause under this provision.

1.1.23 BID PREPARATION

The entire bid specification also serves as the bid proposal document. The required form of the bid proposal is found in section 4.1.1. The Bidder shall fill in the proposed price and other information that may be requested on the proposal page. Again, the entire "spec" package is to be submitted with bid proposal information included on the appropriate page(s) and accompanied by any other certifications or information as may be required by the specifications. The contract proposal and all other accompanying documents or materials submitted by the Bidder will be deemed to constitute the bid.

The bidder is required to complete and execute the Proposal Page. Each offer shall be made only on the Proposal Page with the name and address of the bidder clearly stated. If the bid is made by an individual doing business under a fictitious name, the bid shall so state.

If the bid is made by a co-partnership, the full name and addresses of all members shall be stated by one member thereof. If the bid is made by a corporation, it shall be signed and in the corporate name by an authorized officer and the corporate seal shall be affixed thereto. If the bid is made by a joint venture, the full names and addresses of all members of the joint venture shall be given and the bid shall be signed by each party in the venture.

Any proposed change in this contract shall be submitted to the Authority for prior approval. Changes to the specification shall be made by addendum. Bidders may make appointments to discuss these specifications. Such discussions do not/will not, however, relieve the bidder from the responsibility of submitting a bid strictly according to the specifications and any addendum approved in writing by the Authority.

1.1.24 TERM OF CONTRACT

This contract shall become effective for twelve (12) months beginning the date of July 1, 2026 and shall continue to June 30, 2027 with an option at the Authority's sole discretion to extend the contract for one more year to June 30, 2028. The contractor has the right to deny the extension for any reason past June 30, 2027.

The proposed bid OPIS indexed price markups for equipment rental, price and delivery shall be effective from the date of the contract going into effect.

1.1.25 ASSURANCE

Bidders shall supply a complete assurance statement with the bid proposal that the product or service to be supplied shall be carried out in strict accordance with all applicable Federal, State and Local laws and regulations and that the bidder shall hold the Authority harmless in the event of any alleged violations of such laws and regulations.

1.1.25 WARRANTY

Bidders shall supply a complete warranty statement with the bid proposal.

1.1.26 TAXES

Federal: Mountain Line Transit Authority is exempt from federal excise taxes and transportation taxes. The Authority will issue Bureau of Internal Revenue Tax Exemption number upon request of the bidder. Issuance of a number does not mean that the provider is entitled to a tax refund. All requests for Federal tax refunds are to be handled by the provider.

State: Mountain Line Transit Authority is exempt from West Virginia sales and use taxes. The Authority will issue state tax exempt certificates on request. To date the Authority has had West Virginia State fuel tax on its fuel bills and has applied for its own refund.

1.1.27 SINGLE BID RESPONSE

If only one bid is received in response to the invitation for bids, a detailed cost proposal may be requested of the single bidder in order to determine if the price is fair and reasonable.

1.1.28 SECURITY: BID BOND AND PERFORMANCE BOND

None- not required except in construction contracts.

1.1.29 AWARD PROCEDURE

Within thirty (30) calendar days after the bid opening, the contracting officer shall sign the SOLICITATION, OFFER AND AWARD form submitted by the successful bidder. Recall, the Authority reserves the right to reject any and all bids on such basis as the Authority deems to be in its best interest.

1.1.30 PROPOSAL ACCEPTANCE:

Each contract proposal is to be submitted with the understanding that the acceptance in writing by the Authority of the offer to furnish the specified product(s) and/or service(s) described herein shall constitute a contract between the Bidder and the Authority which shall bind the bidder on its part to furnish and deliver at the prices given and in accordance with the terms and conditions of said accepted proposals and these instructions. The contract shall be considered as made in Morgantown, West Virginia and the construction and enforcement of it shall be in accordance with the laws of the State of West Virginia.

1.1.31 DELIVERY

The bidder shall make delivery at Mountain Line Transit Authority's Fuel tank located at 420 DuPont Rd, Morgantown, WV 26501-2309. All tanks, pumps and metering equipment are owned by Mountain Line Transit Authority.

The contractor shall be excused for deliveries or delay in deliveries if such failure to deliver or delay shall be caused by war, strikes, lockouts, fires, interruptions of transportation facilities, accidents, inability to obtain merchandise, shortage of energy sources or raw materials or other similar causes beyond the contractor's control. This contract is expressly subject to applicable restrictions imposed by any Federal agency or by any governmental authority. If any of the preceding delays are encountered by the contractor, the contractor shall provide the Authority with a quick and proper notice of such delay.

1.1.32 INSPECTION AND ACCEPTANCE

All materials/work covered by this specification shall be subject to inspection by the Authority and acceptance shall take place within thirty (30) days of the completion of the work performed by the contractor.

Mountain Line Transit Authority will make payment in full within thirty (30) days of acceptance of the provider's invoice, or 10th Prox terms according to the contractors terms. The Authority considers either set of terms as equivalent. What are the standard payment terms? The Authority does not pay electronically, and pays only by check.

2.1 REQUIRED CLAUSES

The contractor shall comply with the following and other required Federal Transit Administration clauses.

2.1.1 CONTRACTOR CHANGES

Any proposed change in this contract shall be submitted to the appropriate Public Body for its prior approval.

2.1.2 INTEREST OF MEMBERS OF, OR DELEGATES TO CONGRESS

No member of, or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

2.1.3 PROHIBITED INTEREST

No board member, officer, employee, agent or family member of the Authority during his/her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Such a conflict would arise if any parties mentioned above have any financial or other interest in the vendor selected for the contract.

2.1.4 CIVIL RIGHTS

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, creed, sex, national origin or disability . The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (b) The contractor will, in all solicitations or advertisements for employees placed or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or

- understanding, a notice to be provided advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - (e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the Secretary of Labor and FTA for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of such rules, regulations, or orders, this agreement may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further federal or federally assisted contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (g) The contractor will include the provisions of Paragraphs (a) through (g) of this subsection in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to
- Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions shall be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Secretary of Labor or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that if a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction,

the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2.1.5 DISADVANTAGED BUSINESS ENTERPRISE

All DOT assisted contracts between FTA recipients (the procuring agency) and any contractor shall include the following language:

- 1) "Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 and the Disadvantaged Business Enterprise Affirmative Action Plan of The Mountain Line Transit Authority shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement."
- 2) DBE Obligation. The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 and the Authority's DBE Plan have to the maximum opportunity to participate in the performance of this contract and any related subcontract(s) financed in whole or in part with federal funds. In this regard the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Authority's DBE Plan to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
- 3) There is no DBE goal on this RFP, however all DBEs are encouraged to apply.
- 4) If a DBE, DBE subcontractor, or DBE delivery people are involved, the Authority expects to be notified for Federal DBE reporting purposes.

The Authority, the contractor, or subcontractor shall not discriminate on the basis of race, color, religion, sex, or national origin in the award and performance of this contract." The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. All bidders will submit with the bid the DBE survey on the following page.

DISADVANTAGED BUSINESS ENTERPRISE SURVEY

Bidder's DBE Information

Name: _____

Address: _____

Phone Number: _____ Fax: _____ email: _____

Number of years firm has been in business: _____

Gross Annual Receipts: _____

Certified DBE firm with the Transit Authority? Yes No **Subcontractors DBE**

Information

Name: _____

Address: _____

Phone Number: _____ Fax: _____ email: _____

Number of years firm has been in business: _____

Gross Annual Receipts: _____

Certified DBE firm with the Transit Authority? Yes No

Name: _____

Address: _____

Phone Number: _____ Fax: _____ email: _____

Number of years firm has been in business: _____

Gross Annual Receipts: _____

2.1.6 ANTI-KICKBACK RULES

Salaries of automotive engineers, draftsmen, technical engineers, and technicians performing work under this contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions which are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat.948; 62 Stat 740; 63 Stat. 108; Title 18 USC., Section 874; and Title 40 USC, Section 276c). The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all sub-contracts covering work under this contract to insure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors there under except as the Secretary of Labor may specifically provide for variations of or exceptions from the requirements thereof.

2.1.7 ENVIRONMENTAL REGULATIONS

The contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(H), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental Protection Agency Regulations (40 CFR, Part 15), which prohibits the use under non-exempt federal contracts, grants or loans of facilities included on the EPA List of violating facilities. Any violations shall be reported to the Intermodal Surface Transportation Act (ISTEA) and to the USEPA Administrator for enforcement (EN-329).

2.1.8 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The contractor shall comply with Sections 103 of the contract work hours and safety standards Act (40 USC 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5) as they involve the employment of mechanics and laborers. Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workday of 8 hours and a standard workweek of 40 hours. Work in excess of the standard workday or work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week.

2.1.9 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

No Obligation by the Federal Government.

(1) The purchaser and contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2.1.10 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Program Fraud and False or Fraudulent Statements or Related Acts.

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false,

fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

2.2 INDEMNIFICATION:

2.2.1 LIABILITIES AGAINST PROCURING AGENCY

The contractor shall indemnify, keep and save harmless the procuring agency, its agents, officials, and employees against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs, and expenses, which may accrue against the procuring agency arising out of or resulting from the contractor's acts or omissions, including acts or omissions of its employees, servants, and agents.

2.2.2 AUDIT AND INSPECTION OF RECORDS

The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Qualify Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

2.2.3 TERMINATION OF CONTRACT as per below:

2.2.4 TERMINATION FOR CONVENIENCE

The performance of work under this contract may be terminated by the procuring agency in accordance with this clause in whole, or from time to time in part, whenever the contracting officer shall determine that such termination is in the best interest of the procuring agency. Any such termination shall be effected by delivery to the contractor of a notice of termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a notice of termination, and except as otherwise directed by the contracting officer, the contractor shall: stop work under the contract on the date and to the extent specified in the notice of termination; place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as is not terminated; terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination; assign to the procuring agency in the manner, at the times, and to the extent directed by the contracting officer, all of the right, title, and interest of the contractor under the orders and subcontracts so terminated, in which case the procuring agency shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts; settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the contracting officer, to the extent he may require, which approval or ratification shall be final for all the purposes of this clause; transfer title to the procuring agency and deliver in the manner, at the times, and to the extent, if any, directed by contracting officer the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work terminated, and the completed or partially completed plans, drawings, information and other property which, if the contract had been completed, would have been required to be furnished to the procuring agency; use its best efforts to sell, in the manner at the times, to the extent, and at the price(s) directed or authorized by the contracting officer, any property of the types referred to above, provided, however, that the contractor shall not be required to extend credit to any purchaser, and may acquire any such property under the conditions prescribed by and at a price(s) approved by the contracting officer, and provided further, that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the procuring agency to the contractor under this

contract or shall otherwise be credited to the price or cost of the work covered by this contract or paid in such other manner as the contracting officer may direct; complete performance of such part of the work as shall not have been terminated by the notice of termination; and take such action as may be necessary, or as the contracting officer may direct for the protection or preservation of the property related to this contract which is in the possession of the contractor and in which the procuring agency has or may acquire an interest.

Settlement of claims by the contractor under this termination for convenience clause shall be in accordance with the provisions set forth in Federal Procurement Regulations (FPR) 1-8.701 (c),(d),(e), (f),(g),(h),(i),(j), and (k) except that wherever the word "Government" appears it shall be deleted and the word "procuring agency" shall be substituted in lieu thereof.

2.2.5 TERMINATION FOR DEFAULT

The procuring agency may, by written notice of default to the contractor, terminate the whole or any part of this contract if the contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or if the contractor fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as the contracting officer may authorize in writing) after receipt of notice from the contracting officer specifying such failure.

If the contract is terminated in whole or in part for default, the procuring agency may procure, upon such terms and in such manner as the contracting officer may deem appropriate, supplies or services similar to those so terminated. The contractor shall be liable to the procuring agency for any excess costs for such similar supplies or services, and shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Notwithstanding the above, the contractor shall not be relieved of liability to the procuring agency for damages sustained by the procuring agency by virtue of any breach of the contract by the contractor, and the procuring agency may withhold any payments to the contractor for the purpose of setoff until such time as the exact amount of damages due the procuring agency from the contractor is determined. Payment for completed supplies delivered to and accepted by the

procuring agency shall be at the contract price. The procuring agency may withhold from amounts otherwise due the contractor for such completed supplies such sum as the contracting officer determines to be necessary to protect the procuring agency against loss because of outstanding liens or claims of former lien holders.

If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to termination for convenience of the final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the contracting officer's decision. Disputes arising under this contract shall be resolved under the substantive law of the State of West Virginia.

3.0 TECHNICAL SPECIFICATIONS

Mountain Line Transit Authority (MLTA) in the Eleven months ended March 31, 2026 purchased approximately 125,181 gallons of No. 2 diesel. This is based on billing, not deliveries.

Additionally, MLTA purchase approximately 76,475 of 87 octane 10% ethanol gasoline in the same period. The authority has been allowed to use 9.0 RVP fuel.

MLTA is replacing buses and expanding the number of buses. Overall fuel purchases are expected to increase. Which may change the ratios of gasoline purchases to diesel purchases. It is expected that gasoline purchases will increase and diesel will decrease.

FREQUENTLY ASKED QUESTIONS

- What are the delivery hours?
 - The gates to the parking lot are open unless there is a grave emergency. The fuel tank is available 24 hours a day 7 days a week.
- Will up to 5% biodiesel be accepted?
 - Yes. Biodiesel will not violate our engine warranties; however, it has always been more expensive and it is unlikely it would be priced better than standard fuel, and therefore would not be expected to be delivered.
- What is the average load size and order frequency?
 - The fuel tank is a portioned 10,121 gallon tank with 3,039 gallons of gasoline and 7082 gallons of diesel. Our normal order is between 4,000 gallons and 6,000 gallons, and on average we order once per week to 10 days. The authority does not have a minimum order.
- What are other delivery specifications?
 - Diesel is ordered almost every delivery, often the deliveries are split orders with gasoline.
 - The tanks are above ground, and require a pump.
 - Semis will fit in our lot
 - The diesel orders are only for clear (un-dyed) diesel
 - A common carrier may be used for delivery; however the contractor remains responsible for the deliveries.
 - Delivery is required within 24 hours of the order, in order to avoid stock outs.
 - Orders are normally placed by telephone.

Bids should be submitted on a OPIS Pittsburgh, PA average rack @10:00 AM indexed per gallon basis indicating No. 2. diesel winter additive needed in the cooler months usually between November and April, and 87 octane gasoline up to 10% ethanol. Bids should include FOB price per gallon, freight per gallon, Superfund/oil spill recovery tax per gallon in the form that follows:

4.1.1 PROPOSAL with temporary tanks *** Important Change ***

MLTA had a fuel leak from the pipes of the 10,000 gallon fuel tank. The 10,000 gallon tank is expected to be back up and operating in December 2026 The contractors bid is the mark up or mark down from rack average at Pittsburgh OPIS price. And the winter additive per gallon. This price markup includes delivery per gallon. The successful bidder is expected to provide temporary fuel tanks for both gasoline and diesel until the larger tank is made available again. The markup will included the cost of the tank rental per gallon.

DIESEL FUEL NO 2. DIESEL NO 2 WITH ADDITIVE AND 87 OCTANE GASOLINE

PER THE ATTACHED SPECIFICATIONS

TO: Mountain Line Transit Authority 420
 DuPont Rd
 Morgantown, West Virginia 26501-2309
 Attn: Maria Smith, CEO

The undersigned hereby agrees to furnish FUEL, listed below in accordance with the specifications on file at the office of Mountain Line Transit Authority (MLTA) which have been carefully examined and which are attached.

INDEX ADJUSTED PRICE FOR PERIOD OF July 1, 2026 THROUGH JUNE 30, 2027 or to June 30, 2028

Product	OPIS Pittsburgh Benchmark	Pitts OPIS Price per Gallon Sample Hypothetical Date 04/26/2024	Price/Freight Per Gallon Actual	LUST and SPILL Tax Per law Actual	Markup / (Markdown) Per Gallon Actual	Delivered Price/Gallon Total pre-additive Pre-Superfund
No. 2 Diesel	Rack Avg.	305.92/100		.001 on each 1601 Gal & .00214 one each 2500 gal		
87 Octane 10% Ethanol Gasoline 9.0 RVP	Rack Avg.	227.11/100		.001 on each 1601 Gal & .00214 one each 2500 gal		

The additive for winter diesel will add \$ _____ per gallon, which will be needed between November and April.

It is understood that the rack average pricing and superfund tax are what they are. The price evaluation is based on the mark up or down from rack average, the winter additive and the delivery fee.

The undersigned understands that any condition to the above, clarifications made to the above, or information submitted on or with this form other than requested will render this bid unresponsive. It is expected that the delivery fees will be higher than usual in the current market. Please include any extra delivery fees into the delivery cost per gallon to cover all the costs. A fuel surcharge for delivery will not be accepted in the billing.

4.1.1 PROPOSAL For refilling the 10,000 gallon tank after the temporary tanks returned.

DIESEL FUEL NO 2. DIESEL NO 2 WITH ADDITIVE AND 87 OCTANE GASOLINE

PER THE ATTACHED SPECIFICATIONS

TO: Mountain Line Transit Authority 420
 DuPont Rd
 Morgantown, West Virginia 26501-2309
 Attn: Maria Smith, CEO

The undersigned hereby agrees to furnish FUEL, listed below in accordance with the specifications on file at the office of Mountain Line Transit Authority (MLTA) which have been carefully examined and which are attached.

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Product	OPIS Pittsburgh Benchmark	Pitts OPIS Price per Gallon Sample Hypothetical Date 04/26/2024	Price/Freight Per Gallon Actual	LUST and SPILL Tax Per law Actual	Markup / (Markdown) Per Gallon Actual	Delivered Price/Gallon Total pre-additive Pre-Superfund
No. 2 Diesel	Rack Avg.	305.92/100		.001 on each 1601 Gal & .00214 one each 2500 gal		
87 Octane 10% Ethanol Gasoline 9.0 RVP	Rack Avg.	227.11/100		.001 on each 1601 Gal & .00214 one each 2500 gal		

The additive for winter diesel will add \$_____ per gallon, which will be needed between November and April.

It is understood that the rack average pricing and superfund tax are what they are. The price evaluation is based on the mark up or down from rack average, the winter additive and the delivery fee.

The undersigned understands that any condition to the above, clarifications made to the above, or information submitted on or with this form other than requested will render this bid unresponsive. It is expected that the delivery fees will be higher than usual in the current market. Please include any extra delivery fees into the delivery cost per gallon to cover all the costs. A fuel surcharge for delivery will not be accepted in the billing.

A few questions came up as a result of the meeting on site for the propane gas and tank Meeting. These are the answers:

- Mountain Line Transit Authority (MLTA) will put in a Meter (J Box) and run three phase electricity from DuPont Road.
- The contractor will be responsible for hooking the Tank to the meter.
- It is expected that no concrete base will be poured and the contractor will place the tank directly on the compressed gravel.
- MLTA is not dictating any set of wages on anyone. MLTA needs to comply with the Davis Bacon act, and therefore, the West Virginia prevailing wage or higher needs to be paid to the construction contractors. MLTA expects the contractor to be responsible to any governing authority for their employees' wages and the wages of the subcontractors if any.
- The date of the opening will remain the same May 15, 2026 at 2:00 PM local time

All bids must remain valid and in effect for forty five (45) days from date of bid opening.

Name of Individual, Partner or Corporation

Address (including zip code)

Authorized Signature

Title

Date

5.1.1 OFFER AND AWARD

5.1.2 OFFER

By execution below bidder hereby offers to furnish the product/service as herein indicated.

BIDDER:

Name

Address

City, State, Zip

Signature of Authorized Signee

Title

Phone Number - Including Area Code

5.1.3 AWARD

By execution below The Mountain Line Transit Authority accepts offer as indicated above for furnishing the product/service as specified.

Contracting Officer

Signature

Title

Award Date

CERTIFICATION
OF
RESTRICTIONS ON LOBBYING

The undersigned hereby certifies on behalf of

_____ that:

(Name of Bidder)

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients

(4) shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this ___ day of _____, 20__

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Official: _____

Title of Official: _____

Telephone: _____

CERTIFICATION OF CONTRACTOR REGARDING
DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned, an authorized official of the Bidder stated below, certifies, by submission of this bid/proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the undersigned is unable to certify to any of the statements in this certification, such official shall attach an explanation to this bid/proposal.)

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Name of Bidder: _____

Address: _____

City, State, Zip: _____

Signature of Authorized Official: _____

Title of Official: _____

Telephone: _____ Date: _____

IS YOUR BID PACKAGE COMPLETE?

Parts 1 through 5 of the bid specification package constitute a complete bid proposal and also double as the contract to be awarded to the successful bidder. The bid that you submit must include Parts 1 through 5 inclusive or your bid will be considered non-responsive. You must submit one original bid document and one complete copy. **Do not remove the proposal page(s) and submit it without the remainder of the specification.**

In addition to Parts 1 through 5, you should attach to your bid proposal:

- 1) A letter addressed as in Part 1.1.1 that certifies that your firm is not on the Comptroller General's most current list of ineligible contractors; and
- 2) Your bid bond, as covered in section 1.1.28, it is not required.
- 3) Check the Proposal Page to be sure that it is complete. Be certain that your bid is signed in the proper space(s) and that your corporate seal is affixed to the proposal page.
- 4) Certification of Contractor Regarding Debarment and Suspension.
- 5) Offer and Award
- 6) Restrictions on Lobbying, are required for a completed contract. These documents may be signed later, but are required for a completed contract. Signing them up front can simplify and speed up completing the contract.