



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

Purchase Order

PURCHASE ORDER NO.
 FUEL02C

PAGE
 1

BLANKET RELEASE
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CORRECT PURCHASE ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES
 INVOICES, AND SHIPPING PAPERS
 QUESTIONS CONCERNING THIS PUR-
 CHASE ORDER SHOULD BE DIRECTED
 TO THE BUYER AS NOTED BELOW

CHANGE ORDER

**SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS**

AGENCY COPY

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

*426142524 304-927-2470
 HARRIS OIL COMPANY INC
 RT 1 OAK DRIVE PO BOX 685
 SPENCER WV 25276

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
05/08/2002	NET 30	550480256	
SHIP VIA	F.O.B.	FREIGHT TERMS	ACCOUNT NUMBER
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
0001	06/30/2003		405-15		
	MOTOR AND HEATING FUELS				
	OPEN END CONTRACT				
	VENDORS MUST BE AN ESTABLISHED REFINER, DISTRIBUTOR OR DEALER AND MUST SATISFACTORILY PROVE TO THE PURCHASING DIVISION THAT ADEQUATE FACILITIES AND/OR EQUIPMENT ARE AVAILABLE TO PERFORM ALL THE REQUIREMENTS OF THE CONTRACT.				
	SEE ATTACHED				
	EXHIBIT 3				
	LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON JULY 1, 2002 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS				

WV State Purchasing Division
 Administration Unit
 Certified Encumbered
 MAY 16 2002
Amy Fairchild

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OPEN END
TOTAL

David W. [Signature]

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* JOHN JOHNSTON 304-558-2402
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all Federal, State and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this Order will: [a] conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; [b] be merchantable and fit for the purpose intended; and/or [c] be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the Seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor / contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.



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VENDOR

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	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
	WRITTEN NOTICE.				
	UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.				
	RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.				
	CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.				
	OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF				

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BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE



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	DELIVERY DATE	CAT. NO.	ITEM NUMBER		
	WORK.)				
<p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. 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.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY FOR</p>					

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	<p>CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p>				

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STATE OF WEST VIRGINIA - PRICE SHEET - MOTOR AND HEATING FUEL

06

VENDOR NAME: Harris Oil Company, Inc.

DISTRICT:	TYPE OF FUEL:
THREE	Unleaded Gasoline
THREE	Premium Gasoline
THREE	#1 Diesel
THREE	#2 Diesel
THREE	#1 Heating
THREE	#2 Heating

T/W		TERMINAL:
FIRM MARKUP PRICE PER GALLON:		
\$.0685		Marietta
\$.0685		
\$.1285		
\$.0695		
\$.1500		
\$.1500		



SPECIFICATIONS FUEL

GASOLINE: Unleaded Gasoline shall comply with the most recent ASTM D439-77 or the latest edition Standard Specifications for Automotive Gasoline. The anti-knock index (RON+MON/2) and must be in compliance with ASTM D439-77 or the latest edition as it relates to unleaded gasoline.

The minimum anti-knock octane for: *Unleaded Gasoline 87*
Premium Unleaded 91

DIESEL FUEL: Diesel Fuel Oil shall comply with ASTM D975 or the latest edition except the Minimum Cetane Rating shall be 40. The cloud points are as follows:

Type I -37 C (-35 F)
Type II -15 C (+ 5 F)

Diesel Fuel Oil shall be a low sulfur all-purpose diesel fuel oil intended for the use in all automotive type diesel engines under all normal conditions of service. Fuel shall be free from water, grit, acid, and fibrous or other foreign matter likely to clog or injure pumps, nozzles, or valves.

SPECIAL REQUIREMENT OF THE DEPARTMENT OF HIGHWAYS: During the period of November 1 to February 28, diesel motor fuels type I and II shall be blended. The blend may consist of 30% type I and 70% type II with a cloud point of approximately -21 C (-7 F). The percentage of blend is subject to change at the request of the ordering agency.

SAMPLING, INSPECTION, AND TESTS: Sampling, inspection and testing shall be in accordance with Federal Specifications VV-L-791 of the issue in effect on the date of the invitation for bids. It is the intent of our specifications to obtain a fuel which meets the detailed requirements as specified and determined in the Department of Highway Laboratory. No allowances will 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.

HEATING FUEL OIL: These specifications cover the grades #1, #2, #4, and #5 fuel oils for various types of fuel burning equipment

The fuel oils herein specified shall be hydrogen oils free from grit, acid and fibrous or other foreign matter likely to clog or injure the burner or valves. If required, the oil shall be strained by being drawn through filter or wire of 16 mesh to the inch. (U. S. Standard sieve 16, ASTM 1, 190 microns). The clearance area through the strainers shall be at least twice the area of the suction pipe and strainers shall be in duplicate.

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

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

All fuel oil not meeting specifications is not acceptable to any of the localities and must be removed from tank at contractor's expense. No additional product may be added to change the grade of the product.

DELIVERIES: Normal use requirements will be ordered three (3) working days in advance of the required delivery date. The State prefers that delivery be made in three (3) working days. Emergency requirements or situations which cannot be scheduled in advance will require 24 hour delivery.

DELIVERY DOCUMENTS: Delivery documents must be presented to the receiving agency prior to unloading. The documents will be signed after unloading and verification of quantities received is made.

DELAY OR FAILURE TO DELIVER: The contractor shall not be liable in damages for the delay of shipment or failure to deliver caused by fire, flood, Acts of God, Acts of Government, Act of an alien enemy, or by any other circumstances which in the opinion of the State agency is beyond the control of the contractor. The state agency may, in its discretion purchase the product on the market until such time product becomes available by the supplier.

TAXES: The State of West Virginia agencies are exempt from the Federal Excise Tax and the State Consumer Sales Tax. State of West Virginia agencies are not exempt from State Excise Tax; however, municipalities are exempt from the State Excise Tax on purchases of five hundred (500) gallons or more.

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

PRICING: The State of West Virginia will accept bids only by District locations. Vendors must bid a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE publication. Prices should reflect the OPIS price for the terminal used to service each district.

FIRM FIXED MARK-UP PER GALLON: The vendor is to bid only a firm fixed mark-up for business profit and expenses in supplying the product to the State Agencies. Product cost shall be the average rack price of the products as published (for the preceding week) for the vendor supply terminal location in the OIL PRICE INFORMATION SERVICE, as published by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, MD 20852. Telephone (800) 929-4824.

NOTE: The OPIS Publication provides pricing information on No. 2, Regular, Unleaded, Premium Unleaded Fuels. Therefore, the average rack price for No. 2 oil shall be used as the base for all types of diesel and heating fuels. Vendor must include any product price different between No. 2 and No. 1 diesel fuel type, in the firm fixed mark-up price. The low bidders for No. 2 Diesel fuel must also receive No. 1 fuel because of the requirements for blended fuel for Department of Highways.

Bids are requested for two pricing categories:

Tank-wagon (T/W) and Truck Transport (T/T) delivery. Vendor must indicate the minimum delivery quantity for truck transport (T/T) delivery pricing. The bid prices for one District shall not be conditioned on the award of any other District.

AGENCY ORDERING PROCEDURE: The State agency should coordinate fuel deliveries with the Department of Highways, Buckhannon, WV. The Department of Highways shall attempt to consolidate fuel orders in a manner to reduce your fuel costs.

Contact person: Mr. Gary Barr (304) 472-1750 Ext. 223

Since the product pricing is subject to weekly changes, the State agency is to verify pricing information provided by the Department of Highways and the Notice of Contract Award. The actual price is computed as follows:

NORMAL: Average rack price from OPIS report. + State Excise Tax for Motor Fuel (if applicable).

+ Vendors mark-up as quoted in contract = price per gallon delivered.

BLEND FUEL: Average rack price for No. 2 Diesel from OPIS report + State Excise tax is applicable.

+ Vendors mark-up per gallon #2 diesel delivered.

= Price per each gallon of #2 diesel used in blend.

Average rack price for #2 Diesel from OPIS report + State excise tax if applicable.

+Vendors mark-up per gallon #1 Diesel used in Blend. (Mark-up for #1 includes any differential between #1 diesel and #2 diesel = price per each gallon #1 Diesel used in Blend).

AWARD

- 1. Instate Vendors Preference will be considered, if requested in writing by instate vendor, and such preference will be added to the out of state vendors mark-up price for the purpose of evaluation.
- 2. The award will be made by District (Districts 1 through 10). Each District may be split into tank transport or tank wagon pricing.

The successful bidder will be awarded all items under tank wagon or all items under tank transport.

The State of West Virginia reserves the right to combine orders in an effort to receive tank transport pricing at all locations where feasible. In the event that the vendor with tank transport pricing cannot accept a combined order to more than one location, the Fuels Coordinator will then issue the order to the vendor who has tank wagon pricing.

- 3. For the purpose of evaluation, the average rack price for fuel reported in the OPIS publication in the week that this bid is opened will be used for the terminal.

