



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.**  
 FUEL05B

**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**  
 1

**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

## AGENCY COPY

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

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

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\*709014845      304-636-2600  
 GUTTMAN OIL COMPANY  
 PO BOX 1728  
 ELKINS WV 26241

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DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
06/28/2005		NET 30		250956510	
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		
			CHANGE ORDER #01		
	REPLACE CONTRACT PRICING PAGE WITH THE ATTACHED "FUEL02B, CONTRACT PRICING PAGE, GUTTMAN OIL COMPANY", REVISED 6/28/2005, ONE PAGE.				
	*****NO ADDITIONAL CHANGES*****				
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		

WV STATE PURCHASING DIVISION  
 ADMINISTRATION UNIT  
 CERTIFIED ENCUMBERED

JUL 6 2005

*Beverly Toler*

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE  BJ76-29-05

OPEN END

**TOTAL**

*Deanne Wayfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *Betty Francisco* 304-558-0468  
 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 acceptance 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.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

**FUEL05B**  
**CONTRACT PRICING PAGE**  
**GUTTMAN OIL COMPANY**

Revised 6/28/2005

		DISTRICT ONE	DISTRICT TWO		DISTRICT THREE	DISTRICT FOUR		DISTRICT FIVE	
TERMINAL:		ALTOONA	ALTOONA	ALTOONA	ALTOONA	ALTOONA	ALTOONA	ALTOONA	ALTOONA
	TYPE OF FUEL:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:
		T/W	T/T	T/W	T/T	T/T	T/W	T/T	T/W
1	Unleaded Gasoline	\$0.1285	\$0.0420	\$0.14750	\$0.0554	\$0.0525	\$0.0999	\$0.0513	\$0.1460
2	Premium Gasoline	\$0.1085	\$0.0220	\$0.14750	\$0.0354	\$0.0325	\$0.0999	\$0.0213	\$0.1460
3	#1 Diesel/Kerosene	\$0.1395	\$0.0449	\$0.15500	\$0.0657	\$0.0575	\$0.0989	\$0.0572	\$0.1499
4	#2 Diesel	\$0.1395	\$0.0449	\$0.15500	\$0.0657	\$0.0575	\$0.0989	\$0.0572	\$0.1499
5	#2 Diesel/Winter Additive	\$0.1595	\$0.0599	\$0.17500	\$0.0857	\$0.0675	\$0.1189	\$0.0772	\$0.1699
6	#1 Heating/Kerosene	\$0.1395	\$0.0449	\$0.15500	\$0.0657	\$0.0375	\$0.0989	\$0.0213	\$0.1499
7	#2 Heating	\$0.1595	\$0.0449	\$0.15500	\$0.0657	\$0.0375	\$0.0989	\$0.0213	\$0.1499

		DISTRICT SEVEN		DISTRICT EIGHT		DISTRICT NINE		DISTRICT TEN	
TERMINAL:		ALTOONA	ALTOONA	ALTOONA	ALTOONA	ALTOONA	ALTOONA	ALTOONA	ALTOONA
	TYPE OF FUEL:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:	FIRM MARKUP PRICE PER GALLON:
		T/T	T/W	T/T	T/W	T/T	T/W	T/T	T/W
1	Unleaded Gasoline	\$0.0654	\$0.1299	\$0.0594	\$0.1349	\$0.0314	\$0.1140	\$0.0324	\$0.1110
2	Premium Gasoline	\$0.0354	\$0.1299	\$0.0094	\$0.1349	\$0.0124	\$0.1140	\$0.0124	\$0.1110
3	#1 Diesel/Kerosene	\$0.0654	\$0.1599	\$0.0594	\$0.1349	\$0.0404	\$0.1140	\$0.0399	\$0.1415
4	#2 Diesel	\$0.0654	\$0.1399	\$0.0594	\$0.1349	\$0.0404	\$0.1125	\$0.0399	\$0.1210
5	#2 Diesel/Winter Additive	\$0.0799	\$0.1599	\$0.0744	\$0.1549	\$0.0604	\$0.1325	\$0.0599	\$0.1410
6	#1 Heating/Kerosene	\$0.0354	\$0.1399	\$0.0395	\$0.1349	\$0.0124	\$0.1525	\$0.0129	\$0.1210
7	#2 Heating	\$0.0354	\$0.1599	\$0.0594	\$0.1349	\$0.0124	\$0.1525	\$0.0129	\$0.1540

Minimum Gallonage for T/T Diesel & Heating Oil:  
 Minimum Gallonage for T/T Gasoline:  
 Deliver gasoline and distillates on the same T/T load?  
 Able to split deliveries between multiple locations?

7200  
 8300  
 Yes  
 Yes      Where possible

Contractor Coordinator: Virginia Dumire  
 Phone Number: 800-296-5823  
 Fax Number: 304-636-8133  
 email: [vdumire@guttmanoil.com](mailto:vdumire@guttmanoil.com)



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# Purchase Order

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ALL STATE AGENCIES  
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<b>DATE PRINTED</b>	<b>TERMS OF SALE</b>	<b>FEIN/SSN</b>	<b>FUND</b>
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<b>SHIP VIA</b>	<b>F.O.B.</b>	<b>FREIGHT TERMS</b>	<b>ACCOUNT NUMBER</b>
BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY		UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	CAT. NO.	ITEM NUMBER	DESCRIPTION		QTY	DATE
0001		405-15			MOTOR AND HEATING FUELS			
				SIGNATURE _____		DATE _____		
							<b>TOTAL</b>	

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE