

Purchase Order



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

PURCHASE ORDER NO
FUEL10A

PAGE
1

BLANKET RELEASE
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CHANGE ORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

INVOICE

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

AGENCY COPY

VENDOR

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

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/30/2009		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				
BLANKET OPEN-END STATEWIDE CONTRACT							
THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY GASOLINE TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.							
THIS AWARD FOR DISTRICTS ONE, SEVEN, EIGHT AND NINE FOR TANK WAGON ORDERS IS PER THE FOLLOWING AND ATTACHED							
THIS AWARD FOR DISTRICTS TWO, THREE, FOUR, FIVE, SEVEN, EIGHT, NINE AND TEN FOR TANK TRUCK ORDERS IS PER THE FOLLOWING AND ATTACHED:							
1. REQUEST FOR QUOTATION DATED 02/20/2009. 2. FUEL10 SPECIFICATIONS AND ADDENDA THERETO. 3. VENDOR'S BID DATED 03/18/2009.							
THE ATTACHED PRICING PAGE SHOWS THE FIRM MARKUP PER GALLON.							
ATTACHMENTS:							
1. PRICING PAGE 2. FUEL10 SPECIFICATIONS, REVISED 03/13/09, 7 PAGES. 3. MEMORANDUM ON PREPARATION FOR E10 FUEL.							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 APR 1 2009
Beverly Toler

IF APPROVALS TO THIS FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *3/30/09*

OPEN END
TOTAL

APPROVED FOR ONE FISCAL YEAR
Wayne Wayfield
 APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL

BY *Jo Ann Adkins*
 JO ANN ADKINS 304-558-8802
 PURCHASING DIVISION AUTHORIZED SIGNATURE *3/31/09*

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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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***** NOTICE***** NOTICE ***** NOTICE *****							
ALL STATE AGENCIES AND DOH DISTRICTS SHALL BE RESPONSIBLE FOR PLACING ORDERS WITH AWARDED VENDOR.							
WEST VIRGINIA STATE AGENCIES UTILIZING THIS CONTRACT MUST PURCHASE AN OPIS LICENSE ALLOWING THE AGENCY ACCESS TO OPIS WEEKLY PRICING. CONTACT OPIS AT: 888-301-2654							

A QUARTERLY REPORT SHALL BE SUBMITTED AS REQUIRED BY THE SPECIFICATIONS. REPORT WILL BE SUBMITTED ELECTRONICALLY TO: JO.A.ADKINS@WV.GOV							

THE MINIMUM ORDER IS 800 GALLONS. FOR ORDERS LESS THAN 800 GALLONS, AGENCIES MAY MAKE PURCHASES AT A LOCAL SOURCE. NOTE: STRINGING ORDERS TO CIRCUMVENT PURCHASING REGULATIONS IS EXPRESSLY PROHIBITED.							
0001	09/30/2009 GASOLINE	LS	405-15		.00000		

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

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<p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON APRIL 1, 2009 AND EXTENDS FOR A PERIOD OF SIX (6) MONTHS 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 WRITTEN NOTICE.</p> <p>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.</p> <p>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) SIX (6) MONTH PERIODS.</p> <p>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</p>							

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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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 WORK.)</p> <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</p>							

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<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER 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</p>					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					
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<p>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 SIX (6) MONTHS.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL</p>							
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<p>POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p>					

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 CONTRACT PRICING PAGE
 GUTTMAN OIL COMPANY

FUEL TYPE: GASOLINE

REGION/DISTRICT	MARK-UP (FIRM) PER GALLON PER TANKER-WAGON (T/W)	MARK-UP (FIRM) PER GALLON PER TANKER-TRUCK (T/T)
1	.1750	
2		.1073
3		.1124
4		.1343
5		.1743
7	.2645	.1419
8	.2808	.1549
9	.1801	.1140
10		.1445

Minimum gallonage for T/T:

8500 gallons

Able to split deliveries between multiple locations:

Yes

a) Two locations within 20 mile proximity

8500 gallons

b) Four locations within 30 mile proximity (upcharge)

\$100.00 per location after
1st delivery.

Emergency Fee:

\$500.00

Contract Coordinator:

Darroll Talbott

Phone number:

800-296-5823

Fax number:

304-636-8133

Potential Terminals: Charleston, WV; Ashland, KY; Marietta, OH; Pittsburgh, PA;
 Altoona, PA;

This is a request for quotation to supply unleaded gasoline to all West Virginia State Agencies and Political Subdivisions.

Unleaded Gasoline shall comply with the most recent ASTM D 4814-07a or the most current edition Standard Specifications for Automotive Gasoline.

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

The State has been divided geographically into ten regions (which are the same as the ten DOH Districts) as follows:

Region I: Mason, Putnam, Kanawha, Clay and Boone counties.

Region II: Cabell, Wayne, Lincoln, Logan and Mingo counties.

Region III: Pleasants, Wood, Ritchie, Wirt, Calhoun, Roane, and Jackson counties.

Region IV: Doddridge, Harrison, Marion, Taylor, Monongalia, and Preston counties.

Region V: Grant, Hardy, Mineral, Hampshire, Morgan, Berkeley and Jefferson counties.

Region VI: Tyler, Wetzel, Marshall, Ohio, Brooke and Hancock counties.

Region VII: Gilmer, Barbour, Lewis, Braxton, Upshur and Webster counties.

Region VIII: Tucker, Randolph, Pendleton and Pocahontas counties.

Region IX: Nicholas, Fayette, Greenbrier, Summers and Monroe counties.

Region X: Raleigh, Wyoming, McDowell and Mercer counties.

VENDOR ELIGIBILITY: **Vendors must be an established refiner, distributor or dealer** for a minimum of three (3) years and must provide to the Purchasing Division the locations of all facilities that will be delivering to any of the ten regions within West Virginia along with a list of equipment available to perform all the requirements of the contract. It is preferred the required information be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

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 by the Division of Highways 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.

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

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

FIRM FIXED MARK-UP PER GALLON: Vendors shall bid only a firm fixed mark-up (percentages not acceptable) for business profit and expenses in supplying the product to the State Agencies and Political Subdivisions. 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 number (800)929-4824.

Bids are requested for two pricing categories:
Tank-wagon (T/W) and Truck Transport (T/T). Vendor must indicate the minimum delivery quantity for two (2) locations within 20 miles proximity for truck transport (T/T) delivery pricing. Additionally, vendors bidding truck transport (T/T) shall bid a fixed up-charge fee on the pricing page for truck transport (T/T) delivery to a maximum of four (4) locations within 30 miles proximity.

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallons. The bid prices for one Region shall not be conditioned on the award of any other Region.

PAYMENT: Shall be made based on the terminal fuel is pulled from. If vendors bid multiple terminal sources, the invoice will be based on the lowest price, or vendor shall provide proof of terminal product is pulled from on the invoice.

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 11.7/cents per gallon. State agencies also currently pay 20.50/cents per gallon for the flat rate component of the West Virginia Excise Tax.

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

AGENCY ORDERING PROCEDURE: All State Agencies and DOH districts shall be responsible for placing orders with awarded vendors.

The Division of Highways, district locations – one (1) point of contact, per district, shall place their orders with vendor via e-mail or telephone, when computers are unavailable.

West Virginia State Agencies utilizing this contract must purchase an OPIS license allowing the agency access to OPIS weekly pricing. Contact OPIS at 888-301-2654.

Orders shall be placed Monday through Friday and utilize the published preceding week OPIS average rack price. Pricing will be based on the Weekly OPIS on the DAY OF ORDER.

Refer to the attached map of West Virginia Division of Highway's District areas. The listing for Division of Highways District Office locations is as follows:

WVDOH/DISTRICT 1
1334 Smith St.
Charleston, WV 25301

WVDOH/DISTRICT 2
801 Madison Ave.
Huntington, WV 25712

WVDOH/DISTRICT 3
624 Depot St.
Parkersburg, WV 26102

WVDOH/DISTRICT 4
PO Box 4220
Clarksburg, WV 26301

WVDOH/DISTRICT 5
PO Box 99
Burlington, WV 26710

WVDOH/DISTRICT 6
1 DOT Drive
Moundsville, WV 26041

WVDOH/DISTRICT 7
PO Box 1728
Weston, WV 26452

WVDOH/DISTRICT 8
PO Box 1516
Elkins, WV 26241

WVDOH/DISTRICT 9
HC 82, Box 3-A
Lewisburg, WV 24901

WVDOH/DISTRICT 10
270 Hardwood Lane
Princeton, WV 24740

VENDOR ACKNOWLEDGEMENT PROCEDURE: The vendor must e-mail ordering agency upon receipt of order showing order received, and giving tentative delivery information.

Since the product pricing is subject to weekly changes, the state agency is to verify pricing information provided by OPIS. 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

DELIVERIES: The State has sole discretion to determine Method of Delivery, by tanker truck or tank wagon. Such Method of Delivery shall be specified at the time of order based on the order volume. Normal use requirements will be ordered three (3) working days in advance of the required delivery date. Vendors SHALL complete fuel deliveries within the three (3) working day period of order placement. ***The three (3) working day period shall start the next business day after placement of order. *** Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday.

A penalty fee of \$250 (reduction of invoice) , can be imposed for failure to provide delivery of fuel within the three (3) working day period of order placement, unless such delay is attributable to terminal allocations. Vendors can submit documentation related to allocation issues to avoid the penalty.

Emergency requirements or situations which cannot be scheduled in advance will necessitate 24 hour delivery. Cost for 24 hour emergency delivery shall be at a fixed up-charge. Vendors should enter the fixed up-charge fee on the pricing page and submit with bid. Deliveries shall include a legible

metered delivery ticket which has been processed through a meter certified and sealed by the State of West Virginia, Division of Weights and Measures, and stamped with quantities, location, time (a.m./p.m.) date, driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket.

A copy of the delivery ticket, signed by both the driver and a person from the receiving facility, shall be left,(on delivery date) at the location receiving the fuel.

Delivery tickets must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

Vendors must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank.

NOTE: All fuel deliveries shall be metered at the point of delivery and shall issue a printed ticket, to meet the Division of Labor requirements: Tanker trucks may make a delivery of a complete compartment and are permitted to use the allocation metered ticket from the loading point for this printed ticket. West Virginia Code 47-1-11 adopts NCWM Hand Book 130 part “Uniform Engine Fuels...Regulation”. Section 3 of that Regulation, subparagraph 3.1.1 concerns documentation. A Bill of Lading from the terminal source locations is acceptable and shall contain quantities, location, time (a.m./p.m.) date, driver and product.

DELAY OR FAILURE TO DELIVER: The vendor 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.

In the event the vendor is unable to drop fuel due to an error by the ordering agency, a flat fee of \$250.00 may be charged.

INVOICING: Vendors of DOH fuel deliveries are encouraged to utilize a paperless invoice process, submitting the following information via e-mail to the DOH ordering locations:

- A. Delivery ticket number(s) for fuel delivery, date and time of delivery and DOH location of the delivery.
- B. Fuel types, total quantities, unit prices, applicable taxes, total prices, and the terminal source of supply for all deliveries.
- C. It is the intent of the Division of Highways to utilize the State Purchasing Card for all vendor reimbursement of fuels purchased.

NOTES: Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of fuel in excess of the quantity requested via the telephone or electronic order.

Government entities other than the WVDOH, utilizing this contract, must have the option of formulating their invoicing procedures with the successful vendors.

REPORTING REQUIREMENTS: Winning bidders shall be required to submit quarterly reports to the Equipment Division in a format which shall be supplied. This report shall show the quantity and cost of each product /delivery method and the location (district) or agency to which it was delivered, and a total of each product for each quarter. This report **SHALL** also be sent to the Purchasing Division, attention: jo.a.adkins@wv.gov.

AWARD:

The award will be a single award per Region (1 through 10)/ per delivery method. Each Region will be split into tank transport and tank wagon pricing. Pricing will be from the source fuel was pulled from (terminal location).

FUEL10 AND FUELHD10
 QUESTIONS & ANSWERS

1 Q	1. In the statement "Vendors SHALL complete fuel deliveries within the three (3) working day period", does this mean the order day is counted as the first day or does this mean that there are 3 delivery days following the order day?
1 A	Per our discussion at the 3/10/09 Pre-bid Meeting, the three (3) working day count will begin the next work day after date of order placement
2 Q	2. How should the pricing be handled when an order is placed for less than 800 gallons?
2 A	If the vendor processes such an order as a FUEL10 Contract Order, the order should not be priced any differently than fuel orders greater than 800 gallons. If the vendor does not wish to process the small order as a FUEL10 Contract Order, he should so advise the individual requesting the order, as well as advise that individual what the pricing will be. Agency staff needs to be reminded that the less than 800 gallon orders can be purchased locally/off contract, following Purchasing guidelines.
3 Q	3. Since gasoline and diesel are separate bids and separate awards why is there a question about whether the vendor will be able to deliver both on the same T/T load?
3 A	This is possible where the same vendor is awarded both T/T gas and T/T diesel contracts for a specific District
4 Q	4. Have the WVD0H personnel been provided adequate education and training to be able to order multiple types of fuel for several tanks at up to 4 locations that also fit the terminal limitations and truck capacity limitations?
4 A	It is understandable such an order will require coordination between both the agency staff and the vendor staff. The Division of Highways staff will be educated on this coordination requirement.
5 Q	5. Why was the bid from Tri-State Petroleum increased by \$.06 per gallon with change orders after the bid was awarded for FUEL09 and FUELHD09?
5 A	Tri-State submitted two (2) separate bids; one bid was for payment by Credit Card, the other bid was for payment by ACH Treasury Payment only. The difference in the unit price of these two (2) bids was the \$.06 per unit. The RFQ stated that payment would be by the state VISA credit card.

FUEL10 AND FUELHD10
 QUESTIONS & ANSWERS

6 Q	6. With the extreme volatility in fuel prices, has consideration been given to product prices being based on a daily OPIS average for the delivery date rather than a daily average being used for an entire week based on the order date?
6 A	Yes, but it is our preference to use the weekly OPIS pricing for the date of order.
7 Q	7. Would you please provide detailed information concerning the requirements from VISA that allows the "WV VISA purchasing card program" to qualify for the lowest processing and/or interchange fees that are available?
7 A	Interchange rates are determined by a number of things: (1) the type of transaction (whether face to face, card not present, etc...); (2) whether the merchant passes data with that transaction (the higher level the data passed the lower the interchange rate will be); (3) if the merchant is signed up for Visa's large ticket interchange rate, it will receive a more economical rate on higher ticket transaction. Obviously, WV can try to control how to use the card (whether face to face, etc.), but most of the control lies with the accepting merchant.
8 Q	8. There is a provision for allocation issues with respect to the \$250.00 "failure to deliver within 3 days" provision of the contract. I have trouble with there not being a provision for weather related events or for mechanical failures. Can this be addressed?
8 A	See answer to question 1
9 Q	9. In the event of allocation issues with conventional gasoline.....is an E10 Ethanol blend (87 Octane) a suitable substitute. In the event that this would materialize....will the E10 OPIS pricing prevail as the benchmark price?
9 A	If there is no conventional gasoline available and E10 Ethanol blend (87 Octane) is being substituted the vendor must obtain a letter from the terminal indicating such.
10Q	10. Where do the quarterly reports go with respect to the Division of Highways? Previous contract only specified copies to you at Purchasing Division
10A	Please send to Jim Hash at Jim.B.Hash@wv.gov
11Q	11. Why are fuel order confirmations necessary?
11A	Order confirmations confirm the vendor received an order, and more

FUEL10 AND FUELHD10
QUESTIONS & ANSWERS

	importantly, the confirmations should include the vendor's scheduled delivery date/time, allowing the agency to insure staff are available for the delivery.
12Q	Can vendors make a delivery without an agency order?
12A	No, all deliveries must be based on an agency request/order; making an un-requested delivery could result in an agency refusing to pay the vendor's invoice.



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION

Division of Highways

Equipment Division
PO Box 610

Buckhannon, West Virginia 26201 • 304/472-1750

Joe Manchin III
Governor

May 23, 2008

MEMORANDUM

TO: VARIOUS STATE AGENCIES

**FROM: ROBERT G. ANDREW
DIRECTOR
EQUIPMENT DIVISION**

A handwritten signature in cursive script that reads "Robert G. Andrew".

SUBJECT: PREPARATION FOR E10 FUEL

Attached you will find a copy of a memorandum distributed to all Division of Highways locations on preparation for E10 fuel. E10 is 10 percent ethanol and 90 percent gasoline.

As a state agency utilizing the statewide fuel contract you face the same issues as Highways. Any location purchasing gasoline must prepare their tank for E10 fuel. Some terminals utilized are already handling E10 fuel. This is Federal mandate and will be statewide within the next few months.

It is vital to remove the water from your tank as outlined. If not, the negative impact on your vehicles will be seen in the injectors, pumps and ultimately the engine.

Should you have any questions pertaining to the procedures outlined please feel free to contact my office at 473-5500.

RGA:ml

The filters for the gasoline and diesel pumps are to be replaced with the following 10 micron filters: Gasoline – Hastings FF964 and Diesel - Hastings FF1075. An or equal filter will be acceptable if it meets the 10 micron requirement. In addition, you may need to change the filter housing to accommodate the new filter.

Should you have any questions pertaining to the above instructions please contact my office at 473-5500.

RGA:ml

Purchase Order



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

PURCHASE ORDER NO.
FUEL10A

PAGE

BLANKET RELEASE
 00

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**

INVOICE TO

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

VENDOR

*709014845 304-636-2600
 GUTTMAN OIL COMPANY
 PO BOX 1728

 ELKINS WV 26241

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
03/30/2009		NET 30		250956510			
SHIP VIA		F.O.B.		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER:				FUEL10A			
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001	405-15		GASOLINE				
SIGNATURE _____				DATE _____			
						TOTAL	

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