



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  
 FUELTT12A

PAGE  
 1

BLANKET RELEASE  
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CHANGE ORDER  
 4

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.

INVOICE TO

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

## AGENCY COPY

VENDOR

\*903103920      304-965-6838  
 J L BRANNON INC  
 PO BOX 870  
  
 PINCH WV 25156-0870

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/04/2013		NET 30		550583656			
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 #04				
			THIS CHANGE ORDER IS ISSUED TO UPDATE THE WEST VIRGINIA MOTOR FUEL EXCISE TAX VARIABLE COMPONENT PER THE ATTACHED DOCUMENTATION.				
			EFFECTIVE: 01/01/2013				
			ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.				
			----- NO OTHER CHANGES -----				
			PREVIOUS PO TOTAL==>		OPEN END		
			PO NET CHANGE (+)==>				
			PURCHASING DIVISION CERTIFIED ENCUMBERED				
			FEB 4 2013				
			<i>Beverly Toler</i>				
			IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>				
			BUYER 42				
			304-558-8802				
			OPEN END				
			TOTAL				

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

*[Signature]*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY

*[Signature]*  
 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and 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. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



## STATE OF WEST VIRGINIA

Department of Revenue  
State Tax Department

Earl Ray Tomblin  
Governor

Craig A. Griffith  
State Tax Commissioner

## ADMINISTRATIVE NOTICE 2012-24

**SUBJECT: AVERAGE WHOLESALE PRICE OF MOTOR FUEL:** Notice of Determination of Average Wholesale Price of Motor Fuel for the period of January 1, 2013 to December 31, 2013 for purposes of the West Virginia Motor Fuel Excise Tax.

Section 11-14C of the West Virginia Motor Fuel Excise Tax Act imposes a motor fuel tax of five percent (5%) on the average wholesale price of motor fuel. That average wholesale price is required by statute to be determined periodically by the Tax Commissioner. The 5% component is one of two tax rate components comprising the Motor Fuel Excise Tax, and is known as the so called "variable component."

Public notice of the average wholesale price of motor fuel, as determined by the West Virginia Tax Department, must be issued by the Tax Commissioner at least thirty days in advance of the first day of January, each year, by filing notice of the average wholesale price in the State Register published by the Secretary of State, and by any other means the Tax Commissioner considers reasonable. See W. Va. Code § 11-14C-5(b)(1).

Notice is hereby issued, in accordance with Section 11-14C-5 of the West Virginia Code, that the average wholesale price of motor fuel for the period beginning January 1, 2013 and ending December 31, 2013, inclusive, shall be \$ 2.831 per gallon for purposes of the West Virginia Motor Fuel Excise Tax variable component computation.

During the period beginning January 1, 2013 and ending December 31, 2013, inclusive, the West Virginia Motor Fuel Excise Tax variable component computed on a per gallon basis shall be \$0.142 per gallon ( $\$2.831 \times 5\% = \$0.142$ ).

This average wholesale price per gallon (\$2.831) and the variable component tax computed thereon (\$0.142 per gallon) shall apply to all gallons of motor fuel sold, purchased or used in this State during the period beginning January 1, 2013 and ending December 31, 2013, inclusive, regardless of whether the actual purchase price of such motor fuel is more or less than \$2.831 per gallon.

Issued: November 20, 2012

  
Craig A. Griffith  
State Tax Commissioner  
West Virginia State Tax Department

State Tax Department  
Property Tax Division  
P.O. Box 2389  
Charleston, WV 25328-2389

Operator on Duty 8:30 am – 5:00 pm  
Monday through Friday  
Phone: (304) 558-3940  
FAX: (304) 558-1843



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BEST WAY	DESTINATION	PREPAID	MUL-MUL

LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO.	ITEM NUMBER		
			RECEIPT TICKET FOR PURCHASE ORDER:		FUELTT12A
LINE	CATNO	ITEM	NUMBER	DESCRIPTION	QTY      DATE
0001	405-15		FUEL TRUCK TRANSPORT		_____
		SIGNATURE	_____	DATE	_____

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

TOTAL

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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