



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

Purchase Order

33

PURCHASE ORDER NO.
 FUELTW12B

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.

INVOICE TO

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

CHANGE ORDER
 12 1
FILE LOCATION

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

VENDOR

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

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/06/2012		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 #01			Purchasing Division's File Copy	
	CHANGE ORDER ISSUED FOR THE FOLLOWING INFORMATION UPDATES.						
	1. ATTACH PAGE CONTAINING SECTIONS VI-VIII OF SPECIFICATIONS THAT WERE INADVERTENTLY LEFT OUT DURING AWARD POSTING, ATTACHED DOCUMENT.						
	2. TO INCREASE THE VARIABLE TAX RATE COMPONENT OF THE MOTOR FUEL EXCISE TAX FROM: 11.7/CENTS PER GALLON TO: 12.9/CENTS PER GALLON (SECTION VIII, TAXES OF SPECIFICATIONS). PER THE ATTACHED DOCUMENTATION.						
	3. TO CLARIFY "OPIS" PHONE NUMBER (SECTION IX, OF SPECIFICATIONS). FROM: 888.301.2654 TO: 888.301.2645						
	EFFECTIVE DATE OF CHANGE: 01/01/2012						
						PURCHASING DIVISION CERTIFIED ENCUMBERED	
						JAN 11 2012	
						<i>Beverly Toler</i>	
						ENTERED	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

Approved: Winfield

1-9-12
 BY

BUYER 42
 BY *Krista S. Derrell* 01/09/12
 PURCHASING DIVISION AUTHORIZED SIGNATURE

304-558-8802



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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LINE	QUANTITY	UOP	VENDOR ITEM NO.	UNIT PRICE	AMOUNT
	DELIVERY DATE	CAT.NO	ITEM NUMBER		
	12/31/2011		405-15		
	FUEL TANK WAGON				
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERETO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>					TOTAL

BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **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.
 13. **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 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.
 14. **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>.
 15. **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, and the West Virginia Insurance Commission. 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.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

FUELTW12
Tank Wagon Delivery of:
Gasoline, E-10, Diesel, Winterized Diesel
Biodiesel B5, Winterized Biodiesel B5, & Heating Fuels
Specifications

Bids are requested for ALL products, except B5 products, where the vendor does not pull product from the Altoona and Pittsburg Terminals for delivery to a region.

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallons. Vendors should remind ordering agencies that orders less than 800 gallons can be delivered as 'off contract' purchases.

The bid prices for one Region shall not be conditioned on the award of any other Region.

VI. AWARD: The award will be a single award per Region/District (1 through 10). Pricing will be from the source fuel was pulled from (terminal location). The Biodiesel B5 product quotes will not be a factor in the award process. The winning bidder for any (T/W) region will also be awarded the B5 Biodiesel product if quoted.

VII. 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.

VIII. 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. In addition, state agencies are responsible for the Federal L.U.S.T. Fee which is assessed at 0.001/cents per gallon. No other fuel taxes or fees shall be charged to state agencies.

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.

Nisbet, Guy L

From: Sheets, Mike - Purch
Sent: Wednesday, January 04, 2012 6:04 PM
To: Nisbet, Guy L
Subject: FW: New WV Fuel Tax Increase

Guy –

Please do change orders to both FUELTT and FUELTT. You can use this email in place of a WV-35.

The FUELTT change order should read something like: To increase the variable rate component of the motor fuel excise tax from 11.7/cents per gallon to 12.9/cents per gallon.

We'll have to look at FUELTT, but it would likely read: To clarify that the variable rate component of the motor fuel excise tax is 12.9/cents per gallon.

Both will have an effective date of 01/01/2012.

Thanks,
Mike

From: Hash, Jim B
Sent: Tuesday, January 03, 2012 8:42 AM
To: Sheets, Mike - Purch
Cc: Moorman, Angie J
Subject: RE: New WV Fuel Tax Increase

Good morning, Mike.

I did confirm that the January 1, 2012 "variable component" portion of the West Virginia Motor Fuel Excise Tax increase is one of the taxes that state agencies are responsible for paying. Not sure why the FUELTT 12 Contract does not have the same (as the FUELTT 12) discussion of taxes shown below in your earlier response to my inquiry. That portion of both fuel contracts should be the same. The (FUELTT 12, Part VIII) discussion of taxes states: "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". The 11.7 cents per gallon reference should now be revised to 12.9 cents per gallon.

Thanks, and have a great day.

From: Sheets, Mike - Purch
Sent: Tuesday, December 27, 2011 3:43 PM
To: Hash, Jim B; Ferrell, Krista S
Subject: RE: New WV Fuel Tax Increase

Hey, Jim –

Happy Holidays!

Am not familiar with the new fuel taxes that he mentions or how they are classified (Consumer Sales Tax, State Excise Tax, etc.). I've copied the "Taxes" section from FUELTT12 below.

Best,
Mike

VIII. 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. In addition, state agencies are responsible for the Federal L.U.S.T. Fee which is assessed at 0.001/cents per gallon. No other fuel taxes or fees shall be charged to state agencies.

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.

From: Hash, Jim B
Sent: Tuesday, December 27, 2011 11:04 AM
To: Ferrell, Krista S
Cc: Sheets, Mike - Purch
Subject: FW: New WV Fuel Tax Increase

I assume this will affect the Statewide Fuel Contract. Let me know your thoughts, please. I am out of the office; however, I am reading my e-mails. Thanks.