



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  
 FUEL TW12D

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

**12**  
 FILE LOCATION

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           |   |
|--|---------------|---------------|------------------|---------------|------------|----------------|---|
| 01/06/2012   |               | 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 |               |            |                |   |
| <p>CHANGE ORDER ISSUED FOR THE FOLLOWING INFORMATION UPDATES.</p> <p>1. ATTACH PAGE CONTAINING SECTIONS VI-VIII OF SPECIFICATIONS THAT WERE INADVERTENTLY LEFT OUT DURING AWARD POSTING, ATTACHED DOCUMENT.</p> <p>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.</p> <p>3. TO CLARIFY "OPIS" PHONE NUMBER (SECTION IX, OF SPECIFICATIONS), FROM: 888.301.2654 TO: 888.301.2645</p> <p>EFFECTIVE DATE OF CHANGE: 01/01/2012</p> <p>NO OTHER CHANGES</p> <p>ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT:</p> |               |               |                  |               |            |                | <p>Purchasing Division's File Copy</p> <p>ENTERED</p> <p>PURCHASING DIVISION<br/>           CERTIFIED ENCUMBERED<br/>           JAN 11 2012<br/> <i>Beverly Toler</i></p> |

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

OPEN END  
 TOTAL

*Angela Wayfield*

1-9-12 BT  
 BUYER 42  
 1/6/12

BY *Dustin S. Terrell* 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**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](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.
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).



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|   | DELIVERY DATE  | CAT.NO        | ITEM NUMBER    |               |                |
|   | (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. |               |                |               |                |
|   | 12/31/2011   |               | 405-15         |               |                |
|   | FUEL TANK WAGON  |               |                |               |                |
| IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/> |  |               |                |               | TOTAL          |

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

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

**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

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**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 FUELW 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 FUELW, 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

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**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 FUELW 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.

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**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.

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**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.