



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

State of West Virginia  
**Master Agreement**

Order Date: 2015-03-20

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE BUYER.

Order Number: CMA 0212 0212 FUELW14A	Procurement Folder: 178
Document Name: Change Order #2 - FUELW14A	Reason for Modification: Change Order #2 - To renew the contract for one (1) year. No changes made to Terms and Conditions, pricing, and attached documentation. Effective 4/1/15.
Document Description: FUEL BY TANK WAGON	
Procurement Type: Statewide MA (Open End)	
Buyer Name:	
Telephone:	
Email:	
Shipping Method: Best Way	Effective Start Date: 2014-04-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2016-03-31

VENDOR	DEPARTMENT CONTACT
J L BRANNON INC PO BOX 870  PINCH WV 25156870  US Vendor Contact Phone: (999) 999-9999 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Frank Whittaker Requestor Phone: (304) 558-2316 Requestor Email: frank.m.whittaker@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999 US

**AGENCY COPY**

PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: <i>[Date]</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>J. Robert Fisher</i> DATE: <i>4/15/15</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>Beverly Tolson</i> DATE: <i>APR 15 2015</i> ELECTRONIC SIGNATURE ON FILE
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**Extended Description:**

Change Order #2 - To renew the contract for one (1) year. No changes made to Terms and Conditions, pricing, and attached documentation. Effective 4/1/15.

Change Order #1 - to change the variable tax rate component of the motor fuel excise tax from \$0.152 per gallon to \$0.141 per gallon. (Section 5.3 Taxes of Specifications), per attached documentation. This change is effective January 1, 2015.  
FUEL BY TANK WAGON

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	15101505			LS	\$0.000000

Description: Diesel fuel

**Extended Description:**

Total Order Amount	Open End
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March 4, 2015

Mr. John L. Brannon, President  
Post Office Box 870  
Pinch, WV 25156  
Fax: 304-965-6252

RE: FuelTW14A Contract Renewal

Dear Mr. Brannon:

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing as contained in the original contract including all authorized change orders. The renewal dates are 4/1/2015 to 3/31/2016. If your company agrees to this renewal, please sign below and return the original to my attention by COB 3/6/2015. Attached is a copy of the **Purchasing Affidavit** which requires signature, date and notary in order to process the renewal.

We are also requesting that you verify your contact and registration information on the new Vendor Self Service portal. This can be found by going to [www.WVoasis.gov](http://www.WVoasis.gov) and clicking on the Vendor Self Service link. From here you can correct and update your account information.

Please feel free to contact me if you have any questions.

Best Regards,

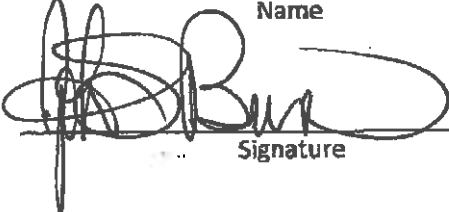
Stephanie Gale, M.A., Buyer  
West Virginia State Purchasing Division  
P: 304-558-8801  
[stephanie.l.gale@wv.gov](mailto:stephanie.l.gale@wv.gov)

Attachments: Page two (2) for signature, Purchasing Affidavit

*We agree to renew the contract (FuelTW14A) for the period as stated above under the same terms and conditions in the original purchase order and any authorized change orders thereto.*

John L. BARNOW  
Name

PRESIDENT  
Title

  
Signature

3-6-15  
Date

RFQ No. 12014A

STATE OF WEST VIRGINIA  
Purchasing Division  
**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

Vendor's Name: J.H. BRANNON, Inc. Brannon O.I Co  
Authorized Signature: [Signature] Date: 3-6-15

State of WEST VIRGINIA

County of KANAWHA, to-wit:

Taken, subscribed, and sworn to before me this 6<sup>th</sup> day of March, 2015.

My Commission expires November 6, 2020

AFFIX SEAL HERE

NOTARY PUBLIC

[Signature: Lorrie Moles]

Purchasing Affidavit (Revised 07/01/2012)

