

AMERIGAS
 126 EAST 3rd AVENUE
 RANSON, WEST VIRGINIA 25438-0220
 TELEPHONE: 304-725-7087 OR 1-800-222-0808
 FAX 304-725-3458

DATE: 9/22/10
 TO: Purchasing
 FROM: Leis Smith
 FAX NUMBER: _____

RECEIVED
 SEP 22 A 9:13
 DIVISION
 STATE OF WV

TOTAL NUMBER OF PAGES INCLUDING COVER: 2

IF THERE ARE ANY QUESTIONS REGARDING THIS FAX, PLEASE
 FEEL FREE TO CONTACT OUR OFFICE AT 304-725-7087 OR
 1-800-222-0808.

THANK YOU

COMMENTS:

Bid RJC692
 Opening date 9/22/10 1130 PM

EXHIBIT 10

REQUISITION NO.: RJC 692

ADDENDUM ACKNOWLEDGEMENT

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED
ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY
PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.

ADDENDUM NO.'S:

NO. 1 Exhibit 10

NO. 2

NO. 3

NO. 4

NO. 5

I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE
ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS. VENDOR
MUST CLEARLY UNDERSTAND THAT ANY VERBAL
REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY
ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES
AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE
INFORMATION ISSUED IN WRITING AND ADDED TO THE
SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.

Law Smith
SIGNATURE

Amerigas
COMPANY

9/22/10
DATE



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

Request for Quotation

RFQ NUMBER
 RJC692

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 BUYER 32
 304-558-2544

VENDOR

*709022429 02
 AMERIGAS PROPANE LP
 2522 RIDGEFIELD ST NE
 ROANOKE VA 24012

SHIP TO

REG'L JAIL & CORR'L AUTH'Y
 POTOMAC HIGHLANDS REG'L JAIL
 ROUTE 50
 AUGUSTA, WV
 26704
 304-558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-03	Current Cost \$1.347cPerGal.	
LIQUID PROPANE					subject to Mkt. fluctuations	
OPEN-END CONTRACT TO PROVIDE LIQUID PROPANE GAS (LPG) TO THE POTOMAC HIGHLANDS REGIONAL JAIL AS DESCRIBED IN THE ATTACHED SPECIFICATIONS.					*Price Includes .05 markup per gal.	
EXHIBIT 3						
LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR 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.						
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.						
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) ONE						

21.09.2010 10:04
 WV PURCHASING DIV.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Michael Alvine</i>	TELEPHONE 548 362-086	DATE 9/20/10
TITLE Account Manager	FEIN 23-2787917	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'

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.htm 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).



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

Request for Quotation

RFO NUMBER
RJC692

PAGE
2

ADDRESS CORRESPONDENCE TO ATTENTION OF
BUYER 32 304-558-2544

VENDOR TO

*709022429 02
 AMERIGAS PROPANE LP
 2522 RIDGEFIELD ST NE
 ROANOKE VA 24012

SHIP TO

REG'L JAIL & CORR'L AUTH'Y
 POTOMAC HIGHLANDS REG'L JAIL
 ROUTE 50
 AUGUSTA, WV
 26704 304-558-2110

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/09/2010				

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	(1) YEAR PERIODS.					
<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 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 FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
<i>Michael...</i>	540 362-086	9/20/10	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
Account Manager	23-2787917		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
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PAGE
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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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.

REV. 05/26/2009

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.

REV 07/16/2007

NOTICE

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 BUILDING 15
 2019 WASHINGTON STREET, EAST
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEALED BID

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Michael Chen</i>	TELEPHONE	540 362-0286	DATE	9/20/10
TITLE	Account Manager	FEIN	23-2787917	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

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PAGE
 4

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09/09/2010				

BID OPENING DATE: 09/22/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER: 32----- RFQ. NO.: RJC692----- BID OPENING DATE: 09/22/2010----- BID OPENING TIME: 1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- ***** THIS IS THE END OF RFQ RJC692 ***** TOTAL: <u>\$1.347</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Meredith Ok...</i>	TELEPHONE 540 362-0286	DATE 9/20/10
TITLE Account Manager	FEIN 23-2787917	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

The Acquisition and Contract Administration Section of the Purchasing Division, hereinafter referred to as "State", is soliciting quotes for an Open-End contract with the West Virginia Regional Jail Authority, hereinafter referred to as "Agency", to provide Liquid Propane Gas (LPG) for the operation of the Potomac Highlands Regional Jail and the J.M. "Chick" Buckbee Juvenile Center as further defined in this RFQ.

General Information:

The Potomac Highlands Regional Jail is a 100,000 square foot facility located at #13 Dolan Drive, in Augusta, Hampshire County, West Virginia. The J.M. "Chick" Buckbee Juvenile Center is a 27,000 square foot facility constructed adjacent to the Regional Jail.

The facilities have one (1) 18,000 gallon tank for the storage of liquid propane gas. The gas is used primarily for cooking and heating of the Potomac Highlands Regional Jail and the J.M. "Chick" Buckbee Juvenile Center.

The aboveground tank is owned by the Agency.

Quality of Product:

The Agency reserves the right to require that prospective vendors provide proof of the quality of product provided, both during the bid evaluation process, and at any time during the life of the contract. Such proof may include the identity and location of the refiner producing the fuel, and the exact specifications/content of the fuel.

Vendors must be an established Refiner, distributor or Dealer, and must satisfactorily prove to the Agency that adequate facilities and/or equipment are available to perform all the requirements of this contract. References may be required.

In the event any adulterated or substandard fuel is delivered, all costs associated with emptying and cleaning the Agency's tank will be the responsibility of the Vendor.

Delivery:

All costs associated with delivery must be reflected within the section below entitled "Price Quotations"

Prospective Vendors must be willing and able to place the Potomac Highlands Regional Jail on an "automatic fill" program. For the purpose of this contract the term "automatic fill" means the Vendor will monitor fuel consumption at the facility in order to establish a consumption track record for the facility. Having established this track record, the Vendor will then replenish the facility's fuel tank automatically without an order being placed by Agency personnel. The object of this program is to eliminate the need for Agency personnel to monitor fuel levels and place orders, while at the same time not running the risk of being out of fuel.

If an order is placed by Agency personnel, delivery must be made within 48 hours of the time when an order is placed. Agency orders will be placed by telephone or fax. It is the intent of the Agency that "manual" orders of this type will be the exception, and will only be used in other than normal circumstances.

Delivery documents must be presented to Agency personnel when fuel is unloaded. The documents must be signed by an Agency employee after unloading and verification of quantity received is made.

The Vendor will not be held liable in damages for the delay of shipment or failure to deliver caused by fire, flood, Acts of God, Acts of government or by any other circumstances in which in the opinion of the Agency are beyond the control of the Vendor. The Agency may, in its discretion, purchase the product on the open market until such time as product becomes available from the Vendor.

Taxes:

The West Virginia Regional Jail Authority, as an agency of the State of West Virginia, is exempt from West Virginia Consumer Sales Tax. The State of West Virginia does not charge State Excise Tax on LPG. All invoices are to be submitted for payment "Net" of taxes.

Pricing:

The vendor must bid a "Firm Fixed Mark-Up Price" per gallon on fuel (inclusive of all deliver costs) with product prices tied to the OPIS publication "Rack Reports" (via fax or web). The Vendor is to bid only a firm fixed mark-up for business profit and expenses in supplying the product to the Agency. Product cost shall be the LP Spot Weekly average (TEPPCO) at Greensburg, Pennsylvania as published for the week preceding delivery.

**** Mark up of .05 over our exact laid in cost FOB your location.***

Invoicing:

M.Z. 9/20/10

Vendor shall invoice the Agency their "Firm Fixed Mark-Up Bid Price" plus the Oil Price Information Services (OPIS) weekly newsletter published price for the week preceding delivery. OPIS, as published by United Communications Group, 11300 Rockville Pike, Suite 1100, Rockville, Maryland 20852 (telephone: 800-929-4824).

Vendor shall be required to submit proof of cost in conjunction with the submission of invoices. A copy of the page(s) showing the date and the cost will be acceptable.

Agency Points of Contact:

Maintenance Personnel or Fiscal Clerk
Potomac Highland Regional Jail
13 Dolan Drive,
Augusta, West Virginia 26704
Phone: (304) 496-7854
Fax: (304) 496-7591

Bid Evaluation Award:

For the purpose of bid evaluation, the above specified price of Liquid Propane Gas reported in the OPIS publication for the week preceding the opening of this bid will be used. Pricing will be calculated pursuant to the formula set forth under "Pricing".

Failure to use the attached bid form may result in disqualification of bid.

RJC692 LPG Bid Form

Description		**Unit Price	** Mark-up per gallon	
Liquid Propane Gas (LPG)		\$1.347 PerGal.	.05	

Bidder / Vendor Information:

Name: AmeriGas

Address: 2522 Ridgefield St.
Roanoke Va. 24012

Phone: 540 362-0286

Email: michael.cline@amerigas.com

Contract Coordinator Information:

Name: Michael Cline

Address: 2522 Ridgefield St.
Roanoke Va. 24012

Phone: 540 362-0286

Email: michael.cline@amerigas.com

** Published rate + Mark-Up, per requirements in the Specifications

** Unit price includes .05 mark up**

McC. 9/20/10

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

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.

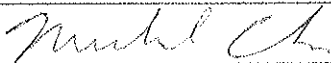
"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "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 exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this 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.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: AmeriGas

Authorized Signature:  Date: 9/20/10

State of Virginia

County of _____, to-wit:

Taken, subscribed, and sworn to before me this ___ day of _____, 20__.

My Commission expires _____, 20__.

AFFIX SEAL HERE

NOTARY PUBLIC _____

VENDOR PREFERENCE CERTIFICATE

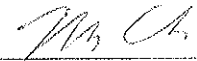
Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: AmeriGas Signed: 
 Date: 9/29/10 Title: Account Manager

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.