

Purchase Order



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

PURCHASE ORDER NO.  
**FUELHD10F**

PAGE  
**1**

BLANKET RELEASE  
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CORRECT PURCHASE ORDER NUMBER  
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SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR  
 \*615114549 606-638-4423  
 WHEELER & CLEVINGER OIL COM  
 PO BOX 601  
 FORT GAY WV 25514

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
03/31/2009		NET 30		610587912	
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		
BLANKET OPEN-END STATEWIDE CONTRACT  THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY DIESEL AND HEATING FUEL TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.  THIS AWARD FOR DISTRICT TWO FOR TANK WAGON ORDERS IS PER THE FOLLOWING AND ATTACHED.  1. REQUEST FOR QUOTATION DATED 02/20/2009. 2. FUELHD10 SPECIFICATIONS AND ADDENDA THERETO. 3. VENDOR'S BID DATED 03/19/2009.  THE ATTACHED PRICING PAGE SHOWS THE FIRM MARKUP PER GALLON.  ATTACHMENTS: 1. PRICING PAGE 2. FUELHD10 SPECIFICATIONS, REVISED 03/13/09, 10 PAGES. 3. MEMORANDUM ON PREPARATION FOR E10 FUEL.  ***** NOTICE ***** NOTICE ***** NOTICE *****  ALL STATE AGENCIES AND DOH DISTRICTS SHALL BE					

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

APR 1 2009

*Beverly Toler*

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

*3/31/09*

OPEN END

TOTAL

JO ANN ADKINS

304-558-8802

BY

*[Signature]*

PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED FOR  
 ONE FISCAL YEAR  
*[Signature]*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

## 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, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) 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. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."



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0001	09/30/2009	LS	405-09		.00000		
RESPONSIBLE FOR PLACING ORDERS WITH AWARDED VENDOR.  WEST VIRGINIA STATE AGENCIES UTILIZING THIS CONTRACT MUST PURCHASE AN OPIS LICENSE ALLOWING THE AGENCY ACCESS TO OPIS WEEKLY PRICING. CONTACT OPIS AT: 888-301-2654 *****  A QUARTERLY REPORT SHALL BE SUBMITTED AS REQUIRED BY THE SPECIFICATIONS. REPORT WILL BE SUBMITTED ELECTRONICALLY TO: JO.A.ADKINS@WV.GOV  *****  THE MINIMUM ORDER IS 800 GALLONS. FOR ORDERS LESS THAN 800 GALLONS, AGENCIES MAY MAKE PURCHASES AT A LOCAL SOURCE. NOTE: STRINGING ORDERS TO CIRCUMVENT PURCHASING REGULATIONS IS EXPRESSLY PROHIBITED.  EXHIBIT 3  LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON APRIL 1, 2009 AND EXTENDS FOR A PERIOD OF SIX (6)							
						TOTAL	

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BY \_\_\_\_\_  
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<p>MONTHS 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.</p> <p>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.</p> <p>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) SIX (6) MONTH PERIODS.</p> <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</p>					
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<p>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, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p>							
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P-O-R-E-S-E-V

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S-H-I-P-T-O

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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. 04/11/2001							
EXHIBIT 6							
PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AND INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF							
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<p>PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS:            IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED SIX (6) MONTHS.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY</p>					

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	MANNER.						
	REV. 3/88						
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.							
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 CONTRACT PRICING PAGE  
 WHEELER CLEVENGER OIL

Potential TERMINALS	Region Two
Fuel Type:	Charleston, WV; Marietta, OH
# 2 Diesel	0.239
# 2 Diesel	
# 1 Heating / Kerosene	
# 1 Heating / Kerosene	
# 2 Heating	0.369
# 2 Heating	

rsimp0220@aol.com

Minimum gallonage for T/T:  
 Deliver gasoline and distillates on the same T/T load:  
 Able to split deliveries between multiple locations (T/T):  
 Minimum Qty: T/T delivery for 2 locations within 20 mile proximity:  
 Minimum Qty: T/T delivery for 4 locations within 30 mile proximity (upcharge)  
 Emergency Fee (upcharge): \$295.00

Contract Coordinator: Rick Simpson  
 Phone number: 304-654-1208  
 Fax number: 562-286-5284  
 E-Mail:

This is a request for quotation to supply unleaded diesel and heating fuel to all West Virginia State Agencies and Political Subdivisions.

The State has been divided geographically into ten regions (which are the same as the ten DOH Districts) as follows:

Region I: Mason, Putnam, Kanawha, Clay and Boone counties.

Region II: Cabell, Wayne, Lincoln, Logan and Mingo counties.

Region III: Pleasants, Wood, Ritchie, Wirt, Calhoun, Roane, and Jackson counties.

Region IV: Doddridge, Harrison, Marion, Taylor, Monongalia, and Preston counties.

Region V: Grant, Hardy, Mineral, Hampshire, Morgan, Berkeley and Jefferson counties.

Region VI: Tyler, Wetzel, Marshall, Ohio, Brooke and Hancock counties.

Region VII: Gilmer, Barbour, Lewis, Braxton, Upshur and Webster counties.

Region VIII: Tucker, Randolph, Pendleton and Pocahontas counties.

Region IX: Nicholas, Fayette, Greenbrier, Summers and Monroe counties.

Region X: Raleigh, Wyoming, McDowell and Mercer counties.

**VENDOR ELIGIBILITY:** Vendors must be an established refiner, distributor or dealer for a minimum of three (3) years and must provide to the Purchasing Division the locations of all facilities that will be delivering to any of the ten regions within West Virginia and a list of equipment available to perform all the requirements of the contract. It is preferred the required information be submitted with the bid. Failure to provide the required information at the request of the Purchasing Division shall result in disqualification of the bid.

**DIESEL** diesel fuel Oil shall comply with ASTM D 975-07b or the latest edition except the Minimum Cetane Rating shall be 40. The cloud points are as follows:

**TYPE II +10F**  
**TYPE II ULTRA LOW SULFUR**

Diesel Fuel Oil shall be an ultra low sulfur all-purpose diesel fuel oil intended for the use in all automotive type diesel engines under all normal conditions of service. Fuel shall be free from water, grit, acid, and fibrous or other foreign matter likely to clog or injure pumps, nozzles, or valves.

**SPECIAL REQUIREMENT OF THE DIVISION OF HIGHWAYS:**

During the period of November 1 to February 28, diesel motor fuels shall be blended with a permissible diesel additive to reduce operability parameters (cloud point, cold filter plug point) to increase winter operability, maintaining state/federal mandated regulatory specifications for on-road diesel fuel.

**NOTE:** Any alternative fuel that becomes available may be added to contract at the discretion of West Virginia Division of Highways.

**HEATING OIL:** These specifications cover the grades #1, #2, #4, and #5 fuel oils for various types of fuel burning equipment. Must meet specifications of ASTM Heating Oil D396-07 or the latest edition.

The fuel oils herein specified shall be hydrogen oils free from grit, acid and fibrous or other foreign matter likely to clog or injure the burner or valves. If required, the oil shall be strained by being drawn through filter or wire of 16 mesh to the inch. (U.S. Standard sieve 16, ASTM 1, 190 microns). The clearance area through the strainers shall be at least twice the area of the suction pipe and strainers shall be in duplicate.

The various grades of fuel oil shall conform to the detailed requirements for Fuel Oils "National Bureau of Standards" CS-12-48, dated September 25, 1948, or the latest edition: It is the intent of these specifications that failure to meet any requirements of a given grade does not automatically place an oil in the next grade unless in fact it meets all requirements of the lower grade.

The technical requirements of the National Bureau of Standards Commercial Standard CS-12-48 are identical in substance with tentative specifications for fuel oil, American Society of Testing Materials D396-48T latest edition.

All fuel oil not meeting specifications is not acceptable to any of the localities and must be removed from tank at vendor's expense. No additional product may be added to change the grade of the product.

**SAMPLING, INSPECTION, AND TESTS:** Sampling, inspection and testing shall be in accordance with Federal Specifications to obtain a fuel which meets the detailed requirements as specified and determined in the Department of Highway Laboratory. No allowances shall be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Samples will be taken without prior notices.

**PRICING:** The State of West Virginia will accept bids only by Region locations. Vendors must bid a firm fixed mark-up price per gallon on fuel delivery with product price tied to the OIL PRICE INFORMATION SERVICE (OPIS) publication. All prices quoted shall be the delivered price to any location within the ten regions.

Pricing will be based on the Weekly OPIS on the DAY OF ORDER.  
The OPIS Weekly Average is posted every Friday morning.

**FIRM FIXED MARK-UP PER GALLON:** Vendors shall bid only a firm fixed mark-up (percentages not acceptable) for business profit and expenses in supplying the product to the State Agencies and Political Subdivisions. Product cost shall be the average rack price of the products as published (for the preceding week) for the vendor supply terminal location in the OIL PRICE INFORMATION SERVICE as published by United Communications Group 11300 Rockville Pike, Suite 1100, Rockville, MD. 20852. Telephone number (800)929-4824.

**Bids are requested for two pricing categories:**

Tank-wagon (T/W) and Truck Transport (T/T). Vendor must indicate the minimum delivery quantity for two (2) locations within 20 miles proximity truck transport (T/T) delivery pricing. Additionally, vendors bidding truck transport (T/T) shall bid a fixed up-charge fee on the pricing page for truck transport (T/T) delivery to a maximum of four (4) locations within 30 miles proximity.

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallon. The bid prices for one Region shall not be conditioned on the award of any other Region.

**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.

**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.

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.

**AGENCY ORDERING PROCEDURE:** The Division of Highways, district locations – one (1) point of contact, per district, shall place their order with vendor via e-mail or phone if computers are down. All West Virginia State Agencies will place their own order with the approved vendor.

**West Virginia State Agencies utilizing this contract must purchase an OPIS license allowing the agency access to OPIS weekly pricing. Please contact OPIS at 888-301-2654.**

Orders shall be placed Monday through Friday and utilize the published preceding week OPIS average rack price. Pricing will be based on the Weekly OPIS on the DAY OF ORDER.

Refer to the attached map of West Virginia Division of Highway's District areas. The listing for Division of Highways District Office locations is as follows:

The listing for Division of Highways locations is as follows:

WVDOH/DISTRICT 1  
1334 Smith St.  
Charleston, WV 25301

WVDOH/DISTRICT 2  
801 Madison Ave.  
Huntington, WV 25712

WVDOH/DISTRICT 3  
624 Depot St.  
Parkersburg, WV 26102

WVDOH/DISTRICT 4  
PO Box 4220  
Clarksburg, WV 26301

WVDOH/DISTRICT 5  
PO Box 99  
Burlington, WV 26710

WVDOH/DISTRICT 6  
1 DOT Drive  
Moundsville, WV 26041

WVDOH/DISTRICT 7  
PO Box 1728  
Weston, WV 26452

WVDOH/DISTRICT 8  
PO Box 1516  
Elkins, WV 26241

WVDOH/DISTRICT 9  
HC 82, Box 3-A  
Lewisburg, WV 24901

WVDOH/DISTRICT 10

270 Hardwood Lane  
Princeton, WV 24740

**VENDOR ACKNOWLEDGEMENT PROCEDURE:** The vendor must e-mail agency upon receipt of order showing order received, and giving tentative delivery information.

Since the product pricing is subject to weekly changes, the state agency is to verify pricing information provided by OPIS. The actual price is computed as follows:

**NORMAL:** Average rack price from OPIS report + State Excise Tax for Motor Fuel (if applicable).  
+ Vendors mark-up as quoted in contract  
= price per gallon delivered.

**WINTERIZED FUEL:** (November thru February)

- **Blended with Additive:** Average rack price for #2 Diesel (gallons delivered) from OPIS report:  
  
+ State Excise Tax  
+ Vendors mark-up per gallon
  
- **Blended with Kerosene (or #1 Diesel Fuel):** Average rack price for #2 diesel (gallons delivered) from OPIS report:  
  
+ State Excise Tax  
+ Vendor's mark-up per gallon  
  
= Price per gallon #2 Diesel delivered  
  
+ Average rack price for Kerosene (or #1 Diesel), gallons delivered, from OPIS report  
  
+ State Excise Tax  
+ Vendor's mark-up per gallon  
  
= Price per gallon Kerosene a (or #1 Diesel) delivered

**DELIVERIES:** The State has sole discretion to determine Method of Delivery, by tanker truck or tank wagon. Such Method of Delivery shall be specified at the time of order based on the order volume. Normal use requirements will be ordered three (3) working days in advance of the required delivery date. Vendors SHALL complete fuel deliveries within the three (3) working day period of order placement. \*\*\* The three (3) working day period shall start the next business day after receipt of order. \*\*\* Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday.

Emergency requirements or situations which cannot be scheduled in advance will necessitate 24 hour delivery. Cost for 24 hour emergency delivery shall be at a fixed up-charge fee. Vendors should enter the fixed up-charge fee on the pricing page and submit with bid.

Deliveries shall include a legible metered delivery ticket which has been processed through a meter certified and sealed by the State of West Virginia, Division of Weights and Measures, and stamped with quantities, location, time (a.m./p.m.) date, driver and product. When bulk deliveries are made the driver shall stick the tank before and after product is delivered and enter the readings onto the delivery ticket.

A copy of the delivery ticket, signed by both the driver and a person from the receiving facility, should be left at the location receiving the fuel. Delivery tickets must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

Vendors must have the capability to deliver to above ground storage tanks utilizing a remote fill system on the tank.

A penalty fee of \$250 (reduction of invoice), can be imposed for failure to provide delivery of fuel within the three (3) working day period of order placement, unless such delay is attributable to terminal allocations. Vendors can submit documentation related to allocation issues to avoid the penalty.

**NOTE:** All fuel deliveries shall be metered at the point of delivery and shall issue a printed ticket, to meet the Division of Labor requirements:

Tanker trucks may make a delivery of a complete compartment and are permitted to use the allocation metered ticket from the loading point for this printed ticket. West Virginia Code 47-1-11 adopts NCWM Hand Book 130 part "Uniform Engine Fuels...Regulation". Section 3 of that Regulation, subparagraph 3.1.1 concerns documentation. A Bill of Lading from the terminal source locations is acceptable and shall contain quantities, location, time (a.m./p.m.) date, driver and product

**DELAY OR FAILURE TO DELIVER:** The vendor shall not be liable in damages for the delay of shipment or failure to deliver caused by fire, flood, Acts of God, Acts of Government, Act of an alien enemy, or by any other circumstances which in the opinion of the state agency is beyond the control of the contractor. The state agency may, in its discretion purchase the product on the market until such time product becomes available by the supplier.

In the event the vendor is unable to drop fuel due to an error by the ordering agency a flat fee of \$250.00 may be charged.

**INVOICING:** Vendors of DOH fuel deliveries are encouraged to utilize a paperless invoice process, submitting the following information via e-mail to the DOH ordering locations:

- A. Delivery ticket number(s) for fuel delivery, date and time of delivery and DOH location of the delivery.
- B. Fuel types, total quantities, unit prices, applicable taxes, total prices, and the terminal source of supply for all deliveries.
- C. It is the intent of the Division of Highways to utilize the State Purchasing Card for all vendor reimbursement of fuels purchased.

**NOTES:** Under no circumstances will the West Virginia Division of Highways accept, or pay for, quantities of fuel in excess of the quantity requested via the telephone or electronic order.

Government entities other than the WVDOH, utilizing this contract, must have the option of formulating their invoicing procedures with the successful vendors.

**REPORTING REQUIREMENTS:** Winning bidders shall be required to submit quarterly reports to the Equipment Division in a format which shall be supplied. This report shall show the quantity and cost of each product/delivery method and the location (district) or agency to which it was delivered, and a total of each product for each quarter. This report **SHALL** also be sent to the Purchasing Division. Attention:  
jo.a.adkins@wv.gov.

**AWARD:** The award will be a single award per Region/District (1 through 10)/per delivery method. Each Region/District will be split into tank transport and tank wagon pricing. Pricing will be from the source fuel was pulled from (terminal location).



WEST VIRGINIA DEPARTMENT OF TRANSPORTATION  
**Division of Highways**

Equipment Division  
 PO Box 610

Buckhannon, West Virginia 26201 • 304/472-1750

Joe Manchin III  
 Governor

May 23, 2008

MEMORANDUM

TO: DISTRICT EQUIPMENT SUPERVISORS

FROM: ROBERT G. ANDREW  
 DIRECTOR  
 EQUIPMENT DIVISION

SUBJECT: PREPARATION FOR E10 FUEL

The following guidelines are to be adhered to in preparation for E10 fuel in our tanks.

1. Each district was given the items shown in the attached photo; a pump, 20' of hose, pipe, teflon tape and paste.
2. A listing of all district fuel locations including tank size, if above ground or underground and the year installed was also distributed.
3. Stick tank using the paste on the stick which will indicate the water content of the tank. Document on your tank list the inches of water for each location. Also document any other foreign material. Include the ED# for each tank.
4. Any water in the tanks, gas or diesel, is to be hand pumped into 55 gallon drums. When pumping out water the pump will operate easily. Once you reach fuel you will feel more resistance. This will tell you when you have pumped out all the water. This drum can be taken from site to site until full.
5. Once the drum is full, it should be labeled indicating collection date; list the start and ending date. Also label the drum to indicate the product is "contaminated water".
6. Place in a secure area until contents are pumped out by a certified waste hauler such as Safety Kleen. Keep the manifest for your records.
7. Please note that gas or diesel contaminated water can be collected into the same drum.
8. If the tank contains sludge as well, a determination will be made if the tank should be cleaned.

The filters for the gasoline and diesel pumps are to be replaced with the following 10 micron filters: Gasoline – Hastings FF964 and Diesel - Hastings FF1075. An or equal filter will be acceptable if it meets the 10 micron requirement. In addition, you may need to change the filter housing to accommodate the new filter.

Should you have any questions pertaining to the above instructions please contact my office at 473-5500.

RGA:ml



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.  
**FUELHD10F**

PAGE  
 \_\_\_\_\_

BLANKET RELEASE  
 00

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  
 \_\_\_\_\_

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

INVOICE TO

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

VENDOR

\*615114549      606-638-4423  
 WHEELER & CLEVINGER OIL COM  
 PO BOX 601  
 FORT GAY WV 25514

SHIP TO

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

DATE PRINTED	TERMS OF SALE	FEIN/SSN	FUND
03/31/2009	NET 30	610587912	
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		

RECEIPT TICKET FOR PURCHASE ORDER: FUELHD10F

LINE	CATNO	ITEM NUMBER	DESCRIPTION	QTY	DATE
0001	405-09		DIESEL AND HEATING FUELS		

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