



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.
FUELTT011D

PAGE
1

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
1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

INVOICE TO

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

AGENCY COPY

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	
06/17/2010		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				
0001	12/14/2010		405-15				
	GASOLINE, AUTOMOTIVE						
	CHANGE ORDER #01						
	TO REMOVE B5-BIO-DIESEL DUE TO ADMINISTRATIVE ERROR.						
PREVIOUS PO TOTAL==>					OPEN	END	
PO NET CHANGE (+)==>							

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 JUN 23 2010
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *6/17/10*

OPEN END

TOTAL

James S. Wayfield

BY *Yvonne Ann Adkins* 304-558-8802
Yvonne S. Adkins 06/22/10
 PURCHASING DIVISION AUTHORIZED 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, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.
15. **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>.
16. **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, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, 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.

FUELTT011 VENDOR QUOTE SHEET

VENDOR: GUTTMAN OIL COMPANY

DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/T Markup Bid per Gallon	Potential Terminal Locations fuel will be pulled from
EIGHT	Unleaded Gasoline/E 10	126,000	0.1414	PPA
	No. 2 Diesel	170,000	0.1449	
	No. 2 Diesel w/ Winter add.	58,000	0.1699	
	BioDiesel B5	29,000		
	BioDiesel B5 w/Winter add.	29,000		
	No. 1 Heating/Kerosene**	12,000	0.1899	
	No. 2 Heating**	440,000	0.1349	

Minimum gallonage for T/T delivery: 8500 Gas ; 7500 Diesel; 8000 Gas/Diesel Split

Able to split deliveries between multiple locations? YES NO

Minimum Qty: T/T delivery for 2 locations within 20 mile proximity: same as minimum gallonage above Gals.

Fee Amount For: T/T delivery for 4 locations within 30 mile proximity (upcharge): \$100.00 per location after 1st delivery.

Emergency Delivery Fee (upcharge): \$ 500.00

- Terminal Abbreviations:
- Altoona, PA - APA
 - Ashland, KY - AKY
 - Charleston, WV - CWV
 - Fairfax, VA - FVA
 - Marietta, OH - MOH
 - Pittsburgh, PA - PPA
 - Roanoke, VA - RVA

Vendor Contact/Coordinator: Darroll L. Talbott

Telephone Number: 1-800-296-5823

Fax Number: 1-304-636-8133

Signature/Date: *Darroll L. Talbott* 5/19/10



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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: FUELTT011D							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		405-15	GASOLINE, AUTOMOTIVE		_____	_____	
SIGNATURE _____				DATE _____			
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>						TOTAL	

APPROVED AS TO FORM BY
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BY _____
 PURCHASING DIVISION AUTHORIZED SIGNATURE