



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  
**FUELTW11C**

PAGE  
**1**

BLANKET RELEASE  
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CHANGE ORDER

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

VENDOR  
 \*903103920 304-965-6838  
 J L BRANNON INC  
 PO BOX 870  
  
 PINCH WV 25156-0870

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/09/2009		NET 30		550583656			
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 PROVIDE MOTOR AND HEATING FUELS BY TANK WAGON TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.  THIS AWARD IS FOR REGION/DISTRICT: TWO  ***** THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF: *****  REQUEST FOR QUOTATION DATED 10/08/2009. ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 10/22/2009.  THE ATTACHED PRICING PAGE SHOWS THE FIRM MARKUP PER GALLON.  ATTACHMENTS: FUELTW11 PRICING PAGE FUELTW11 SPECIFICATIONS, 9 PAGES							

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

NOV 10 2009  
*Kimberly D Hy*

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

*JA 11/09/09*

OPEN END

TOTAL

APPROVED FOR  
**ONE FISCAL YEAR**  
*James E. Whitfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

## 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, 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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	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
***** NOTICE ***** NOTICE ***** NOTICE *****							
ALL STATE AGENCIES AND DOH DISTRICTS SHALL BE 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 SPECIFICIATIONS. 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.							
0001	11/14/2010 FUELS	LS	405-15		.00000		
						TOTAL	

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

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
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	EXHIBIT 3						
<p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON NOVEMBER 15, 2009 AND EXTENDS FOR A PERIOD OF SIX (6) 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</p>							
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

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BY \_\_\_\_\_  
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<p>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</p>							
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<p>FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>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.</p> <p>REV. 05/26/2009</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: VENDOR INDICATES TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THIS SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA.</p> <p>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</p>							
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CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.							
						TOTAL	

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J. L. Brannon Tax FUEETW11 Pricing Page

VENDOR:

DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/W Markup Bid per Gallon	Potential Terminal Locations fuel will be pulled from
TWO	Unleaded Gasoline/E 10	220,000	.1950	CWO AKY MOH.
	No. 2 Diesel	33,000	.2180	
	No. 2 Diesel w/ Winter add.	120,000	.2195	
	No. 1 Heating/Kerosene	1,500	.3000	
	No. 2 Heating	1,500	.2650	

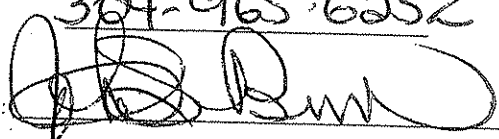
Emergency Delivery Fee (upcharge): 350.00

- 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: John L. Brannon

Telephone Number: 304-965-6838 - 1-800-649-6484

Fax Number: 304-965-6252

Signature/Date:  10-22-09

**FUELTW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications**

**This is a request for quotation to supply unleaded gasoline, E-10, unleaded diesel, winterized diesel and heating fuels to all West Virginia State Agencies and Political Subdivisions by Tank Wagon delivery.**

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.

**UNLEADED GASOLINE** shall comply with the most recent ASTM D 4814-07a or the most current edition of the Standard Specifications for Automotive Gasoline. The minimum anti-knock octane for Unleaded Gasoline is 87. E-10, Ethanol Blend (87 Octane minimum) shall be an acceptable substitute fuel for unleaded gasoline. Whenever E-10 is delivered, it must be noted as E-10 Blended Fuel on the vendor's invoice.

**FUELTW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications**

DIESEL Fuel Oil shall comply with ASTM D 975-09 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) and 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 D396-09 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.

**FUELTW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications**

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.

**FUEL TW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications**

Bids are requested for ALL products – Tank Wagon (T/W) delivery.

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.

**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 for orders, per district, shall place their order with vendor via e-mail or by telephone if computers are down.

All West Virginia State Agencies will place their own orders 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.

FUELW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications

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

**FUELTW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications**

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. Receipt of the vendor's acknowledgement showing the vendor's scheduled delivery date/time is important, as this allows the agency to insure staff will be available for the scheduled delivery.

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:

FUELTW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications

- + 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.

**FUELTW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications**

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.

**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.

FUELTW11 - Tank Wagon Delivery of:  
Gasoline, E-10, Diesel, Winterized Diesel & Heating Fuels  
Specifications

Should fuel products become unavailable from a quoted terminal location, (in the event of an Emergency Declaration by the Governor) the wholesale fuel vendor shall have the option to pull fuel products from the next closest terminal location. If that fuel terminal location was not quoted as a potential source of supply, the agency shall reimburse the wholesale vendor the OPIS price for that terminal location as well as the additional transport expenses associated with the deliveries and documented by the vendor.

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 Department of Transportation in a format which shall be supplied. This report shall show the quantity and cost of each product and the District/Region (separate reports for DOH and non-DOH) of delivery, 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). Pricing will be from the source fuel was pulled from (terminal location).



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.  
**FUELTW11C**

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

\*903103920      304-965-6838  
 J L BRANNON INC  
 PO BOX 870  
 PINCH WV 25156-0870

SHIP TO

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
11/09/2009		NET 30		550583656			
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: FUELTW11C							
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		405-15	FUELS		_____	_____	
SIGNATURE _____					DATE _____		
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