



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
FUEL09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
JO ANN ADKINS
304-558-8802

*709043621 304-277-3232
 TRI STATE PETROLEUM CORPORATIO
 PO BOX 4006
 N 27TH & VANCE AVE
 WHEELING WV 26003

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

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/28/2008				

BID OPENING DATE: **09/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUEST FOR QUOTATION		
				BLANKET OPEN-END STATEWIDE CONTRACT TO SUPPLY AUTOMOTIVE GASOLINE FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.		
				VENDORS SHALL USE THE ATTACHED "FUEL09 PRICING PAGE" TO ENTER THEIR QUOTATION. AN ELECTRONIC VERSION OF FUEL09 PRICING PAGE CAN BE FOUND AT: WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM		
				BIDDERS ARE REQUESTED THAT IN ADDITION TO THE REQUIRED PAPER BID THAT AN ELECTRONIC VERSION BE SUBMITTED WITH THEIR BID. VENDORS SHALL NOT E-MAIL THE ELECTRONIC COPY. IN THE EVENT THE PAPER BID AND THE ELECTRONIC BID COPY DO NOT MATCH, THE PAPER BID SHALL PREVAIL.		
				***** A PRE-BID MEETING WILL BE HELD ON SEPTEMBER 9, 2008 AT 10:30 AM IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET E., CHARLESTON, WV 25305. *****		
				****THIS IS NOT A MANDATORY MEETING**** *****		
				QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS 09/08/2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:		

RECEIVED

2008 SEP 23 A 9:47

PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sheila Romanek</i>	TELEPHONE <i>304-277-3232 x13</i>	DATE <i>9/22/08</i>
TITLE <i>Facilities + Env. Compliance</i>	FEIN <i>55-054-4468</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED '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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 EMAIL: JO.A.ADKINS@WV.GOV ATTACHMENTS TO THIS REQUEST FOR QUOTATION. 1. FUEL09 SPECIFICATIONS, 7 PAGES. 2. FUEL09 PRICING PAGE, 1 PAGE. 3. WV MAP DIVIDED BY REGIONS/DISTRICTS 4. PURCHASING AFFIDAVIT GASOLINE EXHIBIT 3 LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sheila C Romanek</i>	TELEPHONE 304-277-3232 x13	DATE 9/22/08
TITLE Facilities & Env. Compliance Mgr	FEIN 55-054-4468	ADDRESS CHANGES TO BE NOTED ABOVE

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<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 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</p>						

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SIGNATURE <i>Sheila C Romanek</i>	TELEPHONE <i>304-277-3232 x118</i>	DATE <i>9/22/08</i>
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<p>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 OR AN ELECTRONIC VERSION SHALL BE SENT TO THE 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> <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. 04/11/2001</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN 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</p>						

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<p>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 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: 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 IN THE BID 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 OF THE BID 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 MANNER.</p> <p>REV. 3/88</p>						

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SIGNATURE <i>Sheila Roman</i>	TELEPHONE 304-277-3232x18	DATE 9/22/08
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<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 CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>(X) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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SIGNATURE <i>Shade Cloman</i>	TELEPHONE 304-277-3232 X13	DATE 9/22/08
TITLE	FEIN 55-0544468	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH</p>						

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SIGNATURE <i>Shula Roman / Kevin Olson</i>	TELEPHONE 304-277-3232x13	DATE 9/22/08
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<p>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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <u>Tri State Petroleum Corp</u></p> <p>DATE: <u>9/22/08</u></p> <p>SIGNED: <u>[Signature]</u></p> <p>TITLE: <u>Customer Service</u></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

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SIGNATURE <u>Shirley Cromack</u>	TELEPHONE 800 541 3835 x13	DATE 9/22/08
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08/28/2008				

BID OPENING DATE: **09/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
TO CONTACT YOU REGARDING YOUR BID: 800-541-3835 Ext 13 Fax 304-277-4437 CONTACT PERSON (PLEASE PRINT CLEARLY): Kevin OLSON						
***** THIS IS THE END OF RFQ FUEL09 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shirley C Roman</i>	TELEPHONE 800-541-3835 x13	DATE 9/22/08
TITLE <i>Facilities & Env. Compl.</i>	FEIN 55-0544468	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

Request for Quotation

RFQ NUMBER
FUEL09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 JO ANN ADKINS
 304-558-8802

ROBERT V. ROBERTS

*709043621 304-277-3232
 TRI STATE PETROLEUM CORPORATIO
 PO BOX 4006
 N 27TH & VANCE AVE
 WHEELING WV 26003

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/08/2008				

BID OPENING DATE: **09/23/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>*****ADDENDUM NO. 1*****</p> <p>1. QUESTION PERIOD HAS BEEN EXTENDED TO CLOSE OF BUSINESS SEPTEMBER 11, 2008. NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AFTER THAT TIME.</p> <p>2. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>EXHIBIT 10</p> <p>*****END OF ADDENDUM NO. *****</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Shari Roman</i>	TELEPHONE 304-277-3232X13	DATE 9/22/08
TITLE Facilities + Env. Compliance	FEIN 55-0544468	ADDRESS CHANGES TO BE NOTED ABOVE

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

EXHIBIT 10

REQUISITION NO.: Fuel 09

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

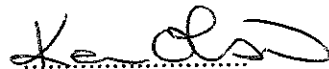
NO. 2

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.



SIGNATURE

Tri-Stat Petroleum

COMPANY

9/22/08

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
FUEL09

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

VENDOR

*709043621 304-277-3232
 TRI STATE PETROLEUM CORPORATIO
 PO BOX 4006
 N 27TH & VANCE AVE
 WHEELING WV 26003

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
09/10/2008				
BID OPENING DATE: 09/23/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 2***** 1. TO REPLACE THE TEAM RVP WITH ATTACHED FORM. *****END OF ADDENDUM NO. 2*****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Leta Chroma</i>	TELEPHONE 304.277.3232x13	DATE 9/22/08
TITLE Facilities + Env. Compl.	FEIN 55-0544408	ADDRESS CHANGES TO BE NOTED ABOVE

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

State of West Virginia

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: Tri Stat Petroleum Signed: Ken Oled
Date: 9/22/08 Title: Customer Service

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".



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
 FUEL09

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/17/2008				

BID OPENING DATE: 09/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 3***** 1. FUEL09 SPECIFICATIONS, REVISED, DATED 09/17/08. 2. FUEL09 PRICING/INFORMATION PAGE, REVISED. 3. FUEL09/FUELH09 QUESTIONS & ANSWERS 4. MANDATORY PRE-BID SIGN-IN SHEETS ATTACHED. 5. REMOVING EXHIBIT 6 - PRICE ADJUSTMENT PROVISION. LOCATED ON PAGE 4 OF THE ORIGINAL REQUEST FOR QUOTATION. *****END OF ADDENDUM NO. 3*****						
0001	1	LS		405-15		
	GASOLINE					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Shirley C Romanek* TELEPHONE: 304-277-3232 x13 DATE: 9/22/08

TITLE: Facilities & Env Corp. Mgr FEIN: 55 0544468 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED '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. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. 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.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. 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.
12. 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."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** 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. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** 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



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
 FUEL09

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 JO ANN ADKINS
 304-558-8802

RFQ COPY
 TYPE NAME/ADDRESS HERE

TODAY

S H I P T O

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
09/19/2008				

BID OPENING DATE: 09/23/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
*****ADDENDUM NO. 4*****						
1. FUEL09 REVISED SPECIFICATIONS ATTACHED.						
*****END OF ADDENDUM NO. 4*****						
0001	1	LS		405-15		
GASOLINE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Jo Ann Adkins* TELEPHONE 304-277-3232 x11 DATE 9/22/08

TITLE *Facilities & Env. Comp. Mgr.* FEIN 55-0544468 ADDRESS CHANGES TO BE NOTED ABOVE

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

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September 22, 2008

FEDERAL EXPRESS #
(304)558-8802
Ms. Jo Ann Adkins
State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street, East
PO BOX 50130
Charleston, WV 25305-0130

Subject: **SEALED BID**
BUYER: Jo Ann Adkins
REQ. NO.: **FUEL 09**
Bid Opening: **9/23/08 1:30 PM**

Dear Ms. Adkins:

We return herewith executed your subject Request for Quotation covering Fuel requirements for 2009.

Also, we hereby certify Tri-State Petroleum Corporation meets all the requirements to qualify for "2.5% preference" as a continuous business resident of West Virginia in good standing. And an additional "2.5% preference" for having at least 75% of the employees working on the project maintaining a West Virginia residency.

Therefore, please provide Tri-State Petroleum the 5% bid preference consideration for this quotation.

Tri-State's quotation includes two options. The first option as requested by the RFQ includes acceptance of the WV Visa Purchasing Card, alternatively we submit for consideration WV Treasury ACH payment option at considerably less expense.

In accordance with Exhibit four (4), Tri-State Petroleum **extends** our 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.

We thank you for the opportunity to quote the states fuel requirements.

Please call if you have any questions regarding our proposal.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Kevin Olson", written in a cursive style.

Kevin Olson
Customer Service
1-800-541-3835 ext 13
KOLSON@TSPNET.COM

DOH Bid

Tri-State Petroleum Corporation

N. 27th & Vance Avenue • P.O. Box 4006 • Wheeling, WV 26003

(304) 277-3232 • Fax: (304) 277-1437



Vendor Eligibility

Tri-State Petroleum Corporation is a West Virginia Corporation that has been an established distributor of Gasoline and Diesel fuel in West Virginia, Ohio and Pennsylvania for thirty-five years.

We operate the following equipment:

1. Three tractor trailers each with 8500 gallon capacity trailers.
2. Three tank wagons with 2800 gallon capacity each.
3. Bulk plant in Warwood WV.
4. Bulk Plant in New Martinsville WV.
5. We utilize different common carriers able to deliver transport quantities.
6. We pull product from terminals at the following geographic locations Pittsburgh PA., Marietta OH., Charleston WV., Congo WV., Steubenville OH.

Tri-State Petroleum Corporation

N. 27th & Vance Avenue • P.O. Box 4006 • Wheeling, WV 26003

(304) 277-3232 • Fax: (304) 277-1437

Vendor: Tri-State Petroleum Corporation, P-Card Acceptance.

DISTRICT	TYPE OF FUEL:	ESTIMATED Needs: - Gallons	FIRM MARKUP PRICE PER GALLON: T/W	FIRM MARKUP PRICE PER GALLON: T/T
ONE	Unleaded Gasoline	227,500	No bid	0.1104
TWO	Unleaded Gasoline	235,000	\$	\$
THREE	Unleaded Gasoline	202,500	\$	\$
FOUR	Unleaded Gasoline	287,500	\$	\$
FIVE	Unleaded Gasoline	172,500	\$	\$
SIX	Unleaded Gasoline	142,500	0.1708	0.1043
SEVEN	Unleaded Gasoline	228,000	\$	\$
EIGHT	Unleaded Gasoline	160,000	\$	\$
NINE	Unleaded Gasoline	205,000	\$	\$
TEN	Unleaded Gasoline	237,500	\$	\$

Minimum Gallonage for T/T: 8200 Gas

Able to split deliveries between multiple locations? No

Emergency Fee (Upcharge) \$100

Contract Coordinator: Kevin Olson

Kevin Olson 9/22/08

Phone Number: 800-541-3835 ext 13

Fax Number: 304-277-1437

Submit (below) potential Terminals where vendor will be obtaining fuel:

Altoona, PA Terminal

FUEL09 Pricing/Information Pages

Vendor: Tri State Petroleum Corporation, ACH Treasury Payment only.

DISTRICT	TYPE OF FUEL:	ESTIMATED Needs: - Gallons	FIRM MARKUP PRICE PER GALLON: T/W	FIRM MARKUP PRICE PER GALLON: T/T
ONE	Unleaded Gasoline	227,500	No bid	0.0504
TWO	Unleaded Gasoline	235,000	\$	\$
THREE	Unleaded Gasoline	202,500	\$	\$
FOUR	Unleaded Gasoline	287,500	\$	\$
FIVE	Unleaded Gasoline	172,500	\$	\$
SIX	Unleaded Gasoline	142,500	0.1108	0.0443
SEVEN	Unleaded Gasoline	228,000	\$	\$
EIGHT	Unleaded Gasoline	160,000	\$	\$
NINE	Unleaded Gasoline	205,000	\$	\$
TEN	Unleaded Gasoline	237,500	\$	\$

Minimum Gallonage for T/T: 8200 Gas

Able to split deliveries between multiple locations? No

Emergency Fee (Upcharge) \$100

Contract Coordinator: Kevin Olson

[Handwritten Signature] 9/22/08

Phone Number: 800-541-3835 ext 13

Fax Number: 304-277-1437

Submit (below) potential Terminals where vendor will be obtaining fuel:

Altoona, Pa Terminal

ExxonMobil

123455-20 GASOLINE, UNLEADED AUTOMOTIVE
MATERIAL SAFETY DATA BULLETIN

1. PRODUCT AND COMPANY IDENTIFICATION

PRODUCT NAME: GASOLINE, UNLEADED AUTOMOTIVE
SUPPLIER: EXXONMOBIL OIL CORPORATION
3225 GALLOWS RD.
FAIRFAX, VA 22037

24 - Hour Health and Safety Emergency (call collect): 609-737-4411

24 - Hour Transportation Emergency:
CHEMTREC: 800-424-9300 202-483-7616
LUBES AND FUELS: 281-834-3296

Product and Technical Information:

Lubricants and Specialties: 800-662-4525 800-443-9966
Fuels Products: 800-947-9147
MSDS Fax on Demand: 613-228-1467
MSDS Internet Website: <http://emmsds.ihssolutions.com/>

2. COMPOSITION/INFORMATION ON INGREDIENTS

CHEMICAL NAMES AND SYNONYMS: GASOLINE AND PROPRIETARY ADDITIVES

GLOBALLY REPORTABLE MSDS INGREDIENTS:

Substance Name	Approx. Wt%
GASOLINE	100

COMPONENT(S) OF PRODUCT INGREDIENTS INCLUDE:

METHYL-TERT-BUTYL ETHER (1634-04-4)	< 16
ETHANOL (64-17-5)	< 11
XYLENE (1330-20-7)	10
TRIMETHYL BENZENE (25551-13-7)	8
TOLUENE (108-88-3)	6

ETHYL BENZENE (100-41-4)	3
N-HEXANE (110-54-3)	3
BENZENE (71-43-2)	2
NAPHTHALENE (91-20-3)	0.5

NOTE: The concentration of the components shown above may vary substantially. In certain countries benzene content may be limited to lower levels (eg. US reformulated gasoline). Oxygenates such as tertiary-amyl-methyl ether, ethanol, di-isopropyl ether, and ethyl-tertiary-butyl ether may be present (eg. concentration to provide a minimum oxygen content of 1.5 Wt% in the US). Because of volatility considerations, gasoline vapor may have concentrations of components very different from those of liquid gasoline. The major components of gasoline vapor are: butane, isobutane, pentane and isopentane. The reportable component percentages, shown in the Regulatory Information section, are based on API's evaluation of a typical gasoline mixture.

See Section 8 for exposure limits (if applicable).

3. HAZARDS IDENTIFICATION

This product is considered hazardous according to regulatory guidelines (See Section 15).

EMERGENCY OVERVIEW: Clear (May Be Dyed) Liquid. EXTREMELY FLAMMABLE, HIGH HAZARD. Liquid can release considerable vapor at temperatures below ambient which readily form flammable mixtures. Vapors settle to ground level and may reach, via drains and other underground passages, ignition sources remote from the point of escape. Product can accumulate a static charge which may cause a fire or explosion. DOT ERG No. : 128

POTENTIAL HEALTH EFFECTS: Skin irritation. May cause eye and respiratory irritation, headache, dizziness, nausea, loss of consciousness, and in cases of extreme exposure, possibly death. Low viscosity material-if swallowed may enter the lungs and cause lung damage. Overexposure to benzene may result in cancer, blood disorders and damage to the bone marrow. Long-term exposure to gasoline vapor has caused kidney and liver cancer in laboratory animals. Case reports of chronic gasoline abuse (such as sniffing) and chronic misuse as a solvent or as a cleaning agent have shown a range of nervous system effects, sudden deaths from heart attacks, blood effects and leukemia. These effects are not expected to occur at exposure levels encountered in the distribution and use of gasoline as a motor fuel.

POTENTIAL ENVIRONMENTAL EFFECTS: Toxic to aquatic organisms; may cause long-term adverse effects in the aquatic environment.

For further health effects/toxicological data, see Section 11.

4. FIRST AID MEASURES

EYE CONTACT: Flush thoroughly with water. If irritation occurs, call a physician.

SKIN CONTACT: Wash contact areas with soap and water. Immediately remove contaminated clothing, including shoes. (See Section 16 - Injection Injury)

INHALATION: Remove from further exposure. If respiratory irritation, dizziness, nausea, or unconsciousness occurs, seek immediate medical assistance. If breathing has stopped, assist ventilation with mechanical device or use mouth-to-mouth resuscitation.

INGESTION: Seek immediate medical attention. Do not induce vomiting.

NOTE TO PHYSICIANS: Material if ingested may be aspirated into the lungs and can cause chemical pneumonitis. **PRE-EXISTING MEDICAL CONDITIONS WHICH MAY BE AGGRAVATED BY EXPOSURE:** Skin contact may aggravate an existing dermatitis. Benzene- Individuals with liver disease may be more susceptible to toxic effects. Hexane- Individuals with neurological disease should avoid exposure.

5. FIRE-FIGHTING MEASURES

EXTINGUISHING MEDIA: Carbon Dioxide, Foam, Dry Chemical, Water Fog.

SPECIAL FIRE FIGHTING PROCEDURES: Evacuate area. For large spills, fire fighting foam is the preferred agent and should be applied in sufficient quantities to blanket the product surface. Water may be ineffective, but water should be used to keep fire-exposed containers cool. Water spray may be used to flush spill away from exposures, but good judgement should be practiced to prevent spreading of the product into sewers, streams or drinking water supplies. If a leak or spill has not ignited, apply a foam blanket to suppress the release of vapors. If foam is not available, a water spray curtain can be used to disperse vapors and to protect personnel attempting to stop the leak.

SPECIAL PROTECTIVE EQUIPMENT: For fires in enclosed areas, fire fighters must use self-contained breathing apparatus.

UNUSUAL FIRE AND EXPLOSION HAZARDS: EXTREMELY FLAMMABLE, HIGH HAZARD. Liquid can release considerable vapor at temperatures below ambient which readily form flammable mixtures. Vapors settle to ground level and may reach, via drains and other underground passages, ignition sources remote from the point of escape. Product can accumulate a static charge which may cause a fire or explosion.

COMBUSTION PRODUCTS: Fumes, smoke, carbon monoxide, sulfur oxides, aldehydes and other decomposition products, in the case of incomplete combustion.

Flash Point C(F): < -40(-40) (ASTM D-56).

Flammable Limits (approx.% vol.in air) - LEL: 1.4%, UEL: 7.6%

NFPA HAZARD ID: Health: 1, Flammability: 3, Reactivity: 0

6. ACCIDENTAL RELEASE MEASURES

NOTIFICATION PROCEDURES: Report spills/releases as required to

appropriate authorities. U.S. Coast Guard and EPA regulations require immediate reporting of spills/releases that could reach any waterway including intermittent dry creeks. Report spill/release to Coast Guard National Response Center toll free number (800)424-8802. In case of accident or road spill notify CHEMTREC (800) 424-9300.

PROCEDURES IF MATERIAL IS RELEASED OR SPILLED:

LAND SPILL: Eliminate sources of ignition. Warn occupants in downwind areas of fire and explosion hazard. Shut off source taking normal safety precautions. Take measures to minimize the effects on ground water. Recover by pumping using explosion-proof equipment or contain spilled liquid with sand or other suitable absorbent and remove mechanically into containers. If necessary, dispose of adsorbed residues as directed in Section 13.

WATER SPILL: Eliminate sources of ignition. Advise occupants and ships in the vicinity in downwind areas of fire and explosion hazard and warn them to stay clear. Notify port and other relevant authorities. Do not confine in area of leakage. Allow liquid to evaporate from the surface. Do not use dispersants.

ENVIRONMENTAL PRECAUTIONS: Prevent material from entering sewers, water sources or low lying areas; advise the relevant authorities if it has, or if it contaminates soil/vegetation.

PERSONAL PRECAUTIONS: See Section 8

7. HANDLING AND STORAGE

HANDLING: USE NON-SPARKING TOOLS AND EXPLOSION-PROOF EQUIPMENT. NEVER SIPHON GASOLINE BY MOUTH. GASOLINE SHOULD NOT BE USED AS A SOLVENT OR AS A CLEANING AGENT. Avoid contact with skin. Avoid inhalation of vapors or mists. Use in well ventilated area away from all ignition sources. This liquid is volatile and gives off invisible vapors. Either the liquid or vapor may settle in low areas or travel some distance along the ground or surface to ignition sources where they may ignite or explode. Use product with caution around heat, sparks, pilot lights, static electricity, and open flames. It is unlawful and dangerous to put gasoline into unapproved containers. Do not fill container in or on a vehicle. Static electricity may ignite vapors and cause fire. Place container on ground when filling and keep nozzle in contact with container. See Section 8 for additional personal protection advice when handling this product.

STORAGE: Drums must be grounded and bonded and equipped with self-closing valves, pressure vacuum bungs and flame arresters. Store away from all ignition sources in a cool, well ventilated area equipped with an automatic sprinkling system. Outside or detached storage preferred. Storage containers should be grounded and bonded.

SPECIAL PRECAUTIONS: To prevent and minimize fire or explosion risk from static accumulation and discharge, effectively bond and/or ground product transfer system. Do not use electronic devices (including but not limited to cellular phones, computers, calculators, pagers, etc.) in or around any fueling operation or storage area unless the devices are certified intrinsically safe by an approved national testing agency and to the safety standards required by national and/or local laws and regulations. Electrical equipment and fittings must comply with local fire

prevention regulations for this class of product. Use the correct grounding procedures. Refer to national or local regulations covering safety at petroleum handling and storage areas for this product.

EMPTY CONTAINER WARNING: Empty containers retain residue (liquid and/or vapor) and can be dangerous. DO NOT PRESSURIZE, CUT, WELD, BRAZE, SOLDER, DRILL, GRIND OR EXPOSE SUCH CONTAINERS TO HEAT, FLAME, SPARKS, STATIC ELECTRICITY, OR OTHER SOURCES OF IGNITION; THEY MAY EXPLODE AND CAUSE INJURY OR DEATH. Do not attempt to refill or clean container since residue is difficult to remove. Empty drums should be completely drained, properly bunged and promptly returned to a drum reconditioner. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations.

 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

OCCUPATIONAL EXPOSURE LIMITS:

ExxonMobil recommends an 8-hour time-weighted average (TWA) exposure of 300 mg/m3 (100 ppm vapor).

Substance Name (CAS-No.)	Source	---TWA---		----STEL----		NOTE
		ppm	mg/m3	ppm	mg/m3	
GASOLINE						
	OSHA	300	900	500	1500	
	ACGIH	300	890	500	1480	
METHYL-TERT-BUTYL ETHER (1634-04-4)						
	ACGIH	40	144			
	XOM	25		75		
ETHANOL (64-17-5)						
	OSHA	1000	1900			
	ACGIH	1000	1880			
XYLENE (1330-20-7)						
O, M, P, -Isomers	OSHA	100	435	150	655	
O, M, P, -Isomers	ACGIH	100	434	150	651	
TRIMETHYL BENZENE (25551-13-7)						
	OSHA	25	125			
	ACGIH	25	123			
TOLUENE (108-88-3)						
Skin	OSHA	100	375	150	560	
	ACGIH	50	188			
	XOM		200			
ETHYL BENZENE (100-41-4)						

	OSHA	100	435	125	545
	ACGIH	100	434	125	543
N-HEXANE (110-54-3)					
	OSHA	50	180		
Other Isomers	OSHA	500	1800	1000	3600
N-Hexane Skin	ACGIH	50	176		
Other Isomers	ACGIH	500	1760	1000	3500
BENZENE (71-43-2)					
	OSHA	1		5	
Skin	ACGIH	0.5	1.6	2.5	8
NAPHTHALENE (91-20-3)					
	OSHA	10	50	15	75
	ACGIH	10	52	15	79

NOTE: Limits shown for guidance only. Follow applicable regulations.

VENTILATION: Ventilation equipment must be explosion proof.

RESPIRATORY PROTECTION: Approved respiratory equipment must be used when airborne concentrations are unknown or exceed the recommended exposure limit. Self-contained breathing apparatus may be required for use in confined or enclosed spaces.

EYE PROTECTION: If splash with liquid is possible, chemical type goggles should be worn.

SKIN PROTECTION: Impervious gloves should be worn. Good personal hygiene practices should always be followed.

9. PHYSICAL AND CHEMICAL PROPERTIES

Typical physical properties are given below. Consult Product Data Sheet for specific details.

APPEARANCE: Liquid

COLOR: Clear (May Be Dyed)

ODOR: Gasoline

ODOR THRESHOLD-ppm: NE

pH: NA

BOILING POINT C(F): > 20(68)

MELTING POINT C(F): NA

FLASH POINT C(F): < -40(-40) (ASTM D-56)

FLAMMABILITY (solids): NE

AUTO FLAMMABILITY C(F): NE

EXPLOSIVE PROPERTIES: NA

OXIDIZING PROPERTIES: NA

VAPOR PRESSURE-mmHg 20 C: > 200.0

VAPOR DENSITY: 3.0

EVAPORATION RATE: NE

RELATIVE DENSITY, 15/4 C: 0.79

SOLUBILITY IN WATER: Negligible

PARTITION COEFFICIENT: > 1

VISCOSITY AT 40 C, cSt: < 1.0

VISCOSITY AT 100 C, cSt: NA

POUR POINT C(F): NA

FREEZING POINT C(F): NE
VOLATILE ORGANIC COMPOUND: NE
DMSO EXTRACT, IP-346 (WT.%): NA
NA=NOT APPLICABLE NE=NOT ESTABLISHED D=DECOMPOSES

FOR FURTHER TECHNICAL INFORMATION, CONTACT YOUR MARKETING REPRESENTATIVE

10. STABILITY AND REACTIVITY

STABILITY (THERMAL, LIGHT, ETC.): Stable.
CONDITIONS TO AVOID: Heat, sparks, flame and build up of static electricity.
INCOMPATIBILITY (MATERIALS TO AVOID): Halogens, strong acids, alkalies, and oxidizers.
HAZARDOUS DECOMPOSITION PRODUCTS: Product does not decompose at ambient temperatures.
HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL DATA

---ACUTE TOXICOLOGY---

ORAL TOXICITY (RATS): Practically non-toxic (LD50: greater than 2000 mg/kg). ---Based on testing of similar products and/or the components.
DERMAL TOXICITY (RABBITS): Practically non-toxic (LD50: greater than 2000 mg/kg). ---Based on testing of similar products and/or the components.
INHALATION TOXICITY (RATS): Practically non-toxic (LC50: greater than 5 mg/l). ---Based on testing of similar products and/or the components.
EYE IRRITATION (RABBITS): Practically non-irritating. (Draize score: greater than 6 but 15 or less). ---Based on testing of similar products and/or the components.
SKIN IRRITATION (RABBITS): Irritant. (Primary Irritation Index: 3 or greater but less than 5). ---Based on testing of similar products and/or the components.
OTHER ACUTE TOXICITY DATA: Inhalation of high concentrations of vapors or aerosols/mists, especially deliberate or abuse exposure, may cause respiratory system irritation and damage. These exposures may also result in central nervous system depression and damage, possibly leading to death. Prolonged skin contact with gasoline may cause severe skin irritation similar to a chemical burn. The above effects, which may result from the whole gasoline or some of the gasoline components, are well documented in the medical literature. HAZARDS OF COMBUSTION PRODUCTS: Exposure to high concentrations of carbon monoxide can cause loss of consciousness, heart damage, brain damage and death.

---SUBCHRONIC TOXICOLOGY (SUMMARY)---

Two dermal studies resulted in significant irritation in rabbits but no significant systemic toxicity. 90-day inhalation exposures (approximately 1500 ppm vapor) in rats and monkeys produced light hydrocarbon nephropathy in male rats, but no other significant systemic toxicity.

---NEUROTOXICOLOGY (SUMMARY)---

Exposure to high concentrations of unleaded gasoline in rodents caused reversible central nervous system depression, however, no persistent neurotoxic effects were observed in subchronic inhalation studies of gasoline blending streams. No neurotoxic effects, as measured by a functional observation battery, motor activity, and neuropathology, were observed in rats exposed to light alkylate naphtha for 13 weeks at concentrations up to 6600 ppm. The medical literature clearly documents neurotoxic effects in humans from abusive gasoline inhalation (sniffing).

---REPRODUCTIVE TOXICOLOGY (SUMMARY)---

Two separate inhalation teratology studies of unleaded gasoline vapor at exposures up to 1600 ppm and 9000 ppm for 6 hours/day on days 6-20 did not result in any significant developmental effects in rats. No significant effects were observed in the mothers or offspring. A two-generation inhalation reproductive study (CONCAWE) of unleaded gasoline showed no reproductive or developmental effects in rats exposed to concentrations up to 20,000 mg/m³ (approx. 8000 ppm).

---CHRONIC TOXICOLOGY (SUMMARY)---

A lifetime mouse skin painting study of unleaded gasoline applied at 50 microliters, three times weekly, resulted in some severe skin irritation and changes, but no statistically significant increase in skin cancer or cancer to any other organ. A lifetime inhalation study of vaporized unleaded gasoline at up to 2000 ppm caused liver tumors in female mice and increased kidney tumors in male rats. The kidney tumors resulted from the formation of a compound unique to male rats, and are not considered relevant to humans. The U.S. EPA Risk Assessment Forum concluded that the male rat kidney tumor results are not relevant for human risk assessment. The implications for the female mice liver tumor data for human risk assessment have not been fully determined. Multiple short-term cancer predicative tests (Ames Test, etc.) have routinely been negative (no cancer or mutagenic potential) for unleaded gasoline.

---SENSITIZATION (SUMMARY)---

Unleaded gasoline was not a skin sensitizer in tests in a Buehler Guinea Pig Sensitization Assay.

---OTHER TOXICOLOGY DATA---

Gasoline and Refinery Streams: Isolated constituents of gasoline may display these or other potential hazards in laboratory tests. Gasoline consists of a complex blend of petroleum/processing derived paraffinic, olefinic, naphthenic and aromatic hydrocarbons which include up to 5% benzene (with 1-2 % typical in the U.S.), n-hexane, mixed xylenes, toluene, ethylbenzene and trimethyl benzene. Benzene has also caused damage to the fetus of test animals in developmental studies. Benzene has tested positive (mutagenic) in a number of short-term cancer/mutation predicative tests. Repeated exposures to low levels of benzene (50-500 ppm) have been reported to result in blood abnormalities including anemia and, in rare cases, leukemia in both animals and humans. Prolonged exposure to n-hexane may result in a condition known as peripheral neuropathy. This is nervous system damage

and is characterized by numbness of the extremities and, in extreme cases, paralysis. This product contains ethylbenzene. The International Agency for Research on Cancer (IARC) has evaluated ethylbenzene and classified it as possibly carcinogenic to humans (Group 2B) based on sufficient evidence for carcinogenicity in experimental animals, but inadequate evidence for cancer in exposed humans. Methyl Tertiary Butyl Ether (MTBE) was tested for carcinogenicity, neurotoxicity, chronic, reproductive, and developmental toxicity. The NOAEL for all end points evaluated in three animal species was 400 ppm or greater. An increase in kidney tumors/damage and liver tumors was observed in animals exposed to high concentrations of MTBE. Some embryo/fetal toxicity and birth defects were observed in the offspring of pregnant mice exposed to maternally toxic doses of MTBE, however the offspring of exposed pregnant rabbits were unaffected. The significance of the animal findings at high exposures are not believed to be directly related to potential human health hazards in the workplace.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL FATE AND EFFECTS:

In the absence of specific environmental data for this product, this assessment is based on information for representative substances.

ECOTOXICITY: Based on test results for similar products, this substance may be toxic to aquatic organisms such as algae and daphnia (EL50/ IrL50 = 1-10 mg/L). This substance has also been shown to be toxic to fish (LL50 = 1-10 mg/L).

MOBILITY: Dissolution of the higher molecular weight hydrocarbon components in water will be limited, but losses through sediment adsorption may be significant.

PERSISTENCE AND DEGRADABILITY: The majority of the components in this product are expected to be inherently biodegradable. When released into the environment, some of the constituents of gasoline will volatilize and be photodegraded in the atmosphere. The less volatile, more water-soluble components which are aromatic hydrocarbons will also undergo aqueous photodegradation.

BIOACCUMULATIVE POTENTIAL: Not established.

13. DISPOSAL CONSIDERATIONS

WASTE DISPOSAL: Product is suitable for burning for fuel value in compliance with applicable laws and regulations and consideration of product characteristics at time of disposal.

RCRA INFORMATION: Disposal of unused product may be subject to RCRA regulations (40 CFR 261). Disposal of the used product may also be regulated due to ignitability, corrosivity, reactivity, or

toxicity as determined by the Toxicity Characteristic Leaching Procedure (TCLP).

BENZENE: 2.0000 PCT (TCLP)

FLASH: < -40(-40) C(F)

14. TRANSPORT INFORMATION

USA DOT:

SHIPPING NAME: Gasoline
HAZARD CLASS & DIV: 3
ID NUMBER: UN1203
ERG NUMBER: 128
PACKING GROUP: PG II
STCC: NE
DANGEROUS WHEN WET: No
POISON: No
LABEL(s): Flammable Liquid
PLACARD(s): Flammable
PRODUCT RQ: NA
MARPOL III STATUS: NA

RID/ADR:

HAZARD CLASS: 3
PACKING GROUP: II
LABEL: 3
DANGER NUMBER: 33
UN NUMBER: 1203
SHIPPING NAME: Gasoline
REMARKS: NA

IMO:

HAZARD CLASS & DIV: 3
UN NUMBER: 1203
PACKING GROUP: PG II
SHIPPING NAME: Gasoline
LABEL(s): Flammable Liquid
MARPOL III STATUS: NA

ICAO/IATA:

HAZARD CLASS & DIV: 3
ID/UN Number: 1203
PACKING GROUP: PG II
SHIPPING NAME: Gasoline
SUBSIDIARY RISK: NA
LABEL(s): Flammable Liquid

STATIC ACCUMULATOR (50 picosiemens or less): YES

15. REGULATORY INFORMATION

US OSHA HAZARD COMMUNICATION STANDARD: Product assessed in accordance with OSHA 29 CFR 1910.1200 and determined to be hazardous.

EU Labeling: Product is dangerous as defined by the European Union

GASOLINE		1, 8, 19, 20, 21, 23, 25
ETHYL ALCOHOL (COMPONENT ANALYSIS)	64-17-5	1, 6, 10, 18, 19, 20, 21, 23, 25, 26
BENZENE (COMPONENT ANALYSIS) (2.00%)	71-43-2	1, 2, 4, 6, 9, 10, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26
NAPHTHALENE (COMPONENT ANALYSIS) (0.50%)	91-20-3	16, 22
PSEUDOCUMENE (1,2, 4-TRIMETHYLBENZENE) (COMPONENT ANALYSIS)	95-63-6	1, 20, 24, 25
ETHYL BENZENE (COMPONENT ANALYSIS)	100-41-4	1, 8, 10, 18, 19, 20, 21, 23, 24, 25, 26
TOLUENE (COMPONENT ANALYSIS) (6.00%)	108-88-3	1, 10, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26
N-HEXANE (COMPONENT ANALYSIS)	110-54-3	1, 10, 18, 19, 20, 21, 23, 24, 25, 26
XYLENES (COMPONENT ANALYSIS) (10.00%)	1330-20-7	1, 10, 18, 19, 20, 21, 22, 23, 24, 25, 26
METHYL-TERT-BUTYL ETHER (COMPONENT ANALYSIS)	1634-04-4	1, 21, 24, 25
TRIMETHYL BENZENE (COMPONENT ANALYSIS)	25551-13-7	1, 10, 18, 19, 20, 21, 23, 25, 26

--- REGULATORY LISTS SEARCHED ---

1=ACGIH ALL	6=IARC 1	11=TSCA 4	16=CA P65 CARC	21=LA RTK
2=ACGIH A1	7=IARC 2A	12=TSCA 5a2	17=CA P65 REPRO	22=MI 293
3=ACGIH A2	8=IARC 2B	13=TSCA 5e	18=CA RTK	23=MN RTK
4=NTP CARC	9=OSHA CARC	14=TSCA 6	19=FL RTK	24=NJ RTK
5=NTP SUS	10=OSHA Z	15=TSCA 12b	20=IL RTK	25=PA RTK
				26=RI RTK

* EPA recently added new chemical substances to its TSCA Section 4 test rules. Please contact the supplier to confirm whether the ingredients in this product currently appear on a TSCA 4 or TSCA 12b list.

Code key: CARC=Carcinogen; SUS=Suspected Carcinogen; REPRO=Reproductive

16. OTHER INFORMATION

USE: UNLEADED MOTOR FUEL

NOTE: PRODUCTS OF EXXON MOBIL CORPORATION AND ITS AFFILIATED COMPANIES ARE NOT FORMULATED TO CONTAIN PCBS.

Health studies have shown that many hydrocarbons pose potential human health risks which may vary from person to person. Information provided on this MSDS reflects intended use. This product should not be used for other applications. In any case, the following advice should be

considered:

INJECTION INJURY WARNING: If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician as a surgical emergency. Even though initial symptoms from high pressure injection may be minimal or absent, early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

Precautionary Label Text:

CONTAINS GASOLINE, BENZENE, AND ETHYLBENZENE

DANGER!

EXTREMELY FLAMMABLE LIQUID AND VAPOR. VAPOR MAY CAUSE FLASH FIRE. CAUSES SKIN IRRITATION. RESPIRATORY IRRITATION, HEADACHE, DIZZINESS, NAUSEA, LOSS OF CONSCIOUSNESS, AND IN CASES OF EXTREME EXPOSURE, POSSIBLY DEATH. LOW VISCOSITY MATERIAL-IF SWALLOWED, MAY BE ASPIRATED AND CAN CAUSE SERIOUS OR FATAL LUNG DAMAGE.

OVEREXPOSURE TO BENZENE MAY RESULT IN CANCER, BLOOD DISORDERS, AND DAMAGE TO THE BONE MARROW. LONG-TERM EXPOSURE TO GASOLINE VAPOR HAS CAUSED KIDNEY AND LIVER CANCER IN LABORATORY ANIMALS, BLOOD EFFECTS, AND NERVOUS SYSTEM DAMAGE.

Keep away from heat, sparks, and flame. Avoid all personal contact. Avoid prolonged breathing of vapor. Use with adequate ventilation. Keep container closed. Approved portable containers must be properly grounded when transferring fuel. For use as a motor fuel only. Misuse of gasoline may cause serious injury or illness. Never siphon by mouth. Not to be used as a solvent or skin cleaning agent.

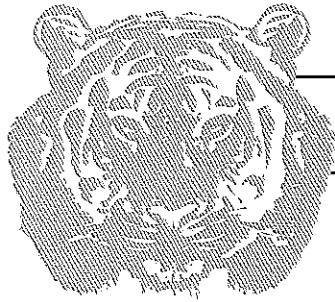
FIRST AID: In case of contact, wash skin with soap and water. Immediately remove contaminated clothing, including shoes. Destroy or wash clothing before reuse. If swallowed, seek immediate medical attention. Do not induce vomiting. Only induce vomiting at the instruction of a physician.

This warning is given to comply with California Health and Safety Code 25249.6 and does not constitute an admission or a waiver of rights. This product contains a chemical known to the State of California to cause cancer, birth defects, or other reproductive harm. Chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm are created by the combustion of this product. Refer to product Material Safety Data Sheet for further safety and health information.

For Internal Use Only: MHC: 1* 1* 1* 2*, MPPEC: CF, TRN:
123455-20, CMCS97: EMGF20, REQ: PS+C, SAFE USE: G
EHS Approval Date: 03APR2003

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Prepared by: ExxonMobil Oil Corporation
Environmental Health and Safety Department, Clinton, USA



Product Data Sheet EXXON GASOLINE

How Exxon gasolines benefit you:

- Exxon's advanced Phase V detergent additive system, available in all grades, provides superior deposit control in fuel injectors, carburetors, intake valves and combustion chambers
- Seasonally adjusted to facilitate cold starting and prevent vapor
- Available in three unleaded grades to meet specific octane needs.



Exxon Company, U.S.A. markets three grades of unleaded gasoline:

	Minimum* Average OCTane - (R+M)/2
EXXON SUPREME (Unleaded Premium)	93
EXXON PLUS (Unleaded Intermediate)	89
EXXON REGULAR (Unleaded Regular)	87

** At high altitude and in some geographic areas, minimum octane is slightly lower.*

GRADE RECOMMENDATIONS

Unleaded EXXON REGULAR should satisfy the octane requirements of many post-1974 cars that require unleaded gasoline. EXXON PLUS and EXXON SUPREME are intended for cars that need higher octane.

NEW PHASE V GASOLINES

Exxon Phase V gasolines contain XCL-12®, Exxon's patented, award-winning deposit-control additive that cleans fouled port fuel injectors and carburetors, keeps them clean, and restores smooth engine performance. Additionally, the Phase V detergent additive package provides exceptional control of intake valve, spark plug and combustion chamber deposits.

The remarkable cleaning power of Phase V gasolines has been proven in over 1.5 million miles of testing.

Cleans Fuel Injectors - Because fuel injectors provide improved fuel economy and engine performance, they are commonly used in modern gasoline-powered cars. However, multi-port fuel injectors are particularly susceptible to deposit formation, due to extremely close tolerances (2/1000 of an inch in the fuel passageway) and proximity to high combustion chamber temperatures. Moreover, unequal fouling of the injectors (one per cylinder) can magnify the effects of deposit formation, resulting in a variety of driveability problems such as hesitation, rough idling, stalling, difficult starting, and poor acceleration.

Exxon Phase V gasolines not only *prevent* deposit formation in fuel injectors (and carburetors), they also *clean* fouled injectors and restore smooth engine performance.

If this publication is more than two years old, please contact Exxon to ensure that it is the current issue.

EXXON

Keeps Intake Valves Clean – Modern engines also can be sensitive to deposits on intake valves. In some engines, intake valve deposits can cause the engine to hesitate and stall under certain driving conditions, especially while the car is warming up. Intake valve and fuel injector deposits can also reduce the effectiveness of a car's emission control system.

Exxon Phase V gasolines have been proven to keep intake valves clean and provide smooth engine performance for thousands of miles.

Controls Combustion Chamber Deposits – Deposits that form on the tops of pistons and cylinders heads are primarily responsible for the increased octane requirements of older cars. Moreover, because modern engines have tighter combustion chamber tolerances, even small deposits can significantly impair engine performance and increase exhaust emissions.

Exxon's new Phase V detergent additive is specially formulated to minimize these problems through improved control of combustion chamber and spark plug deposits.

SEASONALLY ADJUSTED

In cold weather, the ability of an engine to start readily and to deliver power smoothly depends to a large extent upon the volatility (vaporization) characteristics of the gasoline. Enough highly volatile components must be present in the gasoline to provide for quick starting and fast warm-up in cold weather. On the other hand, too many volatile components can result in a loss of efficiency and can cause vapor lock, particularly in warm

weather. This occurs when the gasoline vaporizes in the fuel lines between the gas tank and carburetor or fuel injector. When this happens, the fuel pump may not be able to pump enough gasoline to keep the engine running.

Exxon gasolines are adjusted throughout the year to meet seasonal temperature requirements. As cool weather approaches, the amount of easily vaporized components is increased to provide for quick and easy starting and rapid engine warm-up. As summer approaches, the amount is reduced to protect against vapor lock.

PROTECTS AGAINST RUST

Water, which is inevitably present due to condensation of moisture from the air, may cause rusting within the fuel system. Rust particles can break loose and plug filters and passageways in the carburetor or fuel injector. To protect against the harmful effects of moisture, all three Exxon gasolines contain a potent rust inhibitor and fuel demulsifier.

GOOD OXIDATION STABILITY

Gasoline is subject to attack by oxygen in the atmosphere. When this occurs, gummy deposits may be formed in the fuel system, carburetor or fuel injector, and intake manifold. Advanced processing techniques and additives are used to protect gasolines against oxidation. All three grades of Exxon gasolines are designed to provide superior resistance to oxidation.

PRECAUTIONS

Gasoline is volatile and extremely flammable. It should not be stored or handled near heat, sparks, open flame, or strong oxidants such as chlorine (including swimming pool chemicals) and concentrated oxygen. Never use gasoline as a cleaning solvent.

Health studies have shown that many petroleum hydrocarbons pose potential human health risks that may vary from person to person. As a precaution, exposure to liquids and vapors of petroleum products should be minimized. Inhalation of high vapor concentrations of gasoline may cause dizziness, headaches, or unconsciousness. Gasoline should be stored and handled only in open, well-ventilated areas. Gasoline engines should not be operated in closed buildings or other confined spaces where personnel may be subject to exhaust fumes.

Aspiration of only a few drops of gasoline into the lungs can cause pneumonitis. Never use the mouth to start the flow of gasoline in a siphon tube. If gasoline is swallowed, do not induce vomiting as this may introduce gasoline into the lungs; call a physician.

Prolonged or repeated contact of gasoline with the skin can cause skin irritation and dermatitis. Remove gasoline-soaked clothing promptly

and launder before re-use. Wash skin thoroughly with soap and warm water after contact with gasoline. Where needed to avoid prolonged contact, wear chemical-resistant gloves, apron and other protective clothing.

WARNING: "Empty" containers retain residue (liquid and/or vapor) and can be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition; they may explode and cause injury or death. Do not attempt to clean since residue is difficult to remove, and even a trace of remaining material constitutes an explosive hazard. "Empty" drums should be completely drained, properly bunged, and promptly returned to a drum reconditioner. All other containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations.

Additional important health and safety information on Exxon products is provided in Material Safety Data Sheets, available from: Sales Publications, Marketing Technical Services, Exxon Company, U.S.A., P.O. Box 2180, Houston, TX 77252-2180.

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