



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.  
 FUEL TW12E

PAGE  
 1

BLANKET RELEASE  
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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  
 2

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

## AGENCY COPY

VENDOR  
 \*709043621 304-277-3232  
 TRI STATE PETROLEUM CORP  
 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		FEIN/SSN		FUND	
02/27/2012		NET 30		550544468			
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				
			CHANGE ORDER #02				
	TO RENEW THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, PRICES AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS, PER THE ATTACHED DOCUMENTATION.						
	EFFECTIVE DATE OF RENEWAL: 03/19/2012 THROUGH 09/18/2012						
	RENEWALS REMAINING: 1						
	NO OTHER CHANGES.						
	12/31/2011		405-15				
	FUEL TANK WAGON						

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

FEB 29 2012

*Beverly Tolson*

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

APPROVED FOR  
 ONE FISCAL YEAR

*Dawn Wayfield*

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BUYER 42 304-558-8802

BY *Justin S. Twell* 02/20/12  
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END

TOTAL

## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.html](http://www.state.wv.us/admin/purchase/vrc/hipaa.html) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



EARL RAY TOMBLIN  
GOVERNOR

STATE OF WEST VIRGINIA  
DEPARTMENT OF ADMINISTRATION  
PURCHASING DIVISION  
2019 WASHINGTON STREET, EAST  
P.O. BOX 50130  
CHARLESTON, WEST VIRGINIA 25305-0130

ROBERT W. FERGUSON, JR.  
CABINET SECRETARY  
DAVID TINCHER  
DIRECTOR

Date: 02/22/2012

Mark W. Smith  
Tri State Petroleum Corporation  
P.O. Box 4006  
N 27<sup>th</sup> & Vance Ave.  
Wheeling, WV. 26003

Subject: **FUELTW12E**

Mr. Smith,

The State of West Virginia is offering to renew subject contract under the same terms, conditions and pricing as contained in the original contract including all authorized change orders. The renewal dates are 03/19/2012 through 09/18/2012. If your company agrees to this renewal, please sign below and return the original to my attention by 03/01/2012.

We are also asking that provide the most current contact information for your company. We show the below person as the designated contact for this contract for order placement and for customers service issues.

Contact Name: Mark W. Smith  
Contact Phone Number: 304.277.3232 ext. 13  
Contact Fax Number: 304.277.1437  
Contact Email Address: msmith@tspnet.com

If this information is incorrect, please provide current contact information on the attached page.

Should you have any questions about this letter, please feel free to give me a call.

Sincerely,

A handwritten signature in black ink, appearing to read "Guy Nisbet".

Guy Nisbet, Senior Buyer  
West Virginia State Purchasing Division  
Phone: 304.558.8802  
Email: [Guy.L.Nisbet@wv.gov](mailto:Guy.L.Nisbet@wv.gov)

Attachments:

**Please complete and return:**

We agree to renew the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.

Albert M. Bertwell  
Name/Signature

2-22-12  
Date

Fuel Operations Manager  
Title

Our contact information remains unchanged: Yes \_\_\_\_\_ No X

If no, please provide current contact information:

Contact Information

Contact Name: ALBERT M. BERTWELL  
Phone Number: 304-277-3232 ext. 13  
Fax Number: 304-277-1437  
Email Address: ABERTWELL@TSPNET.COM