



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
FUEL10

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
02/20/2009				

BID OPENING DATE: 03/19/2009 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 "FUEL10 PRICING PAGE" TO ENTER THEIR QUOTATION. AN ELECTRONIC VERISON OF FUEL10 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. BIDDERS 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.		
				*****THIS IS NOT A MANDATORY MEETING *****		
				A PRE-BID MEETING WILL BE HELD ON MARCH 10, 2009 AT 10:30AM IN THE PURCHASING DIVISION CONFERENCE ROOM LOCATED AT 2019 WASHINGTON STREET E., CHARLESTON, WV 25305.		
				QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS 03/09/2009. 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: JO ANN ADKINS		

TRI STATE PETROLEUM, INC
 27th & VANCE AVE
 P. O. BOX 4006
 WHEELING, WV 26003

RECEIVED
 2009 MAR 19 A 9:50
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *[Signature]* TELEPHONE 304 277 3232 DATE 3/18/09

TITLE sales dept 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

TRI-STATE PETROLEUM, INC
 N. 27th & VANCE AVE
 P. O. BOX 4000
 WHEELING, WV 26003

Vendor: Tri-State Petroleum

DISTRICT	TYPE OF FUEL:	ESTIMATED Needs: - Gallons	FIRM MARKUP PRICE PER GALLON: T/W	FIRM MARKUP PRICE PER GALLON: T/T
ONE	Unleaded Gasoline	200,000	No quote	0.1254
TWO	Unleaded Gasoline	206,000	No quote	No quote
THREE	Unleaded Gasoline	150,000	No quote	No quote
FOUR	Unleaded Gasoline	238,000	No quote	No quote
FIVE	Unleaded Gasoline	160,000	No quote	No quote
SIX	Unleaded Gasoline	112,000	0.1799	0.1193
SEVEN	Unleaded Gasoline	206,000	No quote	No quote
EIGHT	Unleaded Gasoline	136,000	No quote	No quote
NINE	Unleaded Gasoline	168,000	No quote	No quote
TEN	Unleaded Gasoline	220,000	No quote	No quote

Minimum Gallonage for T/T: 8200 gas, 7200 fuel, 8000 combo

Able to split deliveries between multiple locations? Yes No **Yes** **No**

Minimum Qty: T/T delivery for 2 locations within 20 mile proximity: 8200 gas, 7200 fuel, 8000 combo

Minimum Qty: T/T delivery for 4 locations within 30 mile proximity: (upcharge) \$175.00, 8200 gas, 7200 fuel, 8000 combo

Emergency Fee (Upcharge) \$250.00

Contract Coordinator: Kevin Olson 

Phone Number: 800-541-3835 ext 13

Fax Number: 304-277-1437

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

District 1, Charleston, WV, Marietta, OH.

District 6, Pittsburgh, PA.

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: Intrastat Petroleum Signed: [Signature]
Date: 3/18/09 Title: Sales

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

TRISTATE PETROLEUM, INC
11. 27th & VANCE AVE.
P. O. BOX 4000
WHEELING, WV 26009

RFQ No.

Fuel 10

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

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 materials, 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.

LICENSING:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

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>.

Under penalty of law for false swearing (**West Virginia Code §61-5-3**), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name:

Tristate Petroleum

Authorized Signature:

Ke OW

Date:

3/18/09



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02/20/2009				

BID OPENING DATE: **03/19/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-15		
<p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: JO.A.ADKINS@WV.GOV</p> <p>ATTACHMENTS TO THIS REQUEST FOR QUOTATION:</p> <ol style="list-style-type: none"> FUEL10 SPECIFICATIONS, 7 PAGES FUEL10 PRICING PAGE, 1 PAGE WV MAP DIVIDED BY REGIONS/DISTRICTS EXHIBIT 10 - RESIDENT VENDOR PREFERENCE CERTIFICATE PURCHASING AFFIDAVIT <p>TRISTATE PETROLEUM, INC N 27th & VANCE AVE P. O. BOX 4006 WHEELING, WV 26003</p> <p>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.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 277-3232	DATE 3/18/09
TITLE Sales	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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<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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304 277 3232	3/18/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Sales	35-0544468	

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<p>WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO STATE PETROLEUM, INC THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. VANCE AVE THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE PO BOX 4006 VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY WHEELING, WV 26003 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 AUTOMATI- CALLY 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 BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN</p>						

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<p>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: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED SIX (6) MONTHS.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES 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>						

TRI STATE PETROLEUM, INC
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BID OPENING DATE: **03/19/2009** BID OPENING TIME: **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304-277-1437 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Kevin OLSON 800-541-3835 x13 ----- ***** THIS IS THE END OF RFQ FUEL10 ***** TOTAL: _____						

TRI-STATE PETROLEUM, INC
N. 27th & VANCE AVE
P. O. BOX 4006
WHEELING, WV 26003

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *[Signature]* TELEPHONE: **304 277 3232** DATE: **3/18/09**

TITLE: **Sales** FEIN: **55-0544468** ADDRESS CHANGES TO BE NOTED ABOVE

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

**FUEL10 – Gasoline
Specifications**

STATE PETROLEUM, INC
1. 27th & VANCE AVE.
P. O. BOX 4008
WHEELING, WV 26003

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

Unleaded Gasoline shall comply with the most recent ASTM D 4814-07a or the most current edition Standard Specifications for Automotive Gasoline.

The minimum anti-knock octane for: **Unleaded Gasoline: 87**

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 along with 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.

**FUEL10 – Gasoline
Specifications**

TRI-STATE PETROLEUM, INC
N. 27th & VANCE AVE
P. O. BOX 4008
WHEELING, WV 26003

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 by the Division of Highways Laboratory. No allowances shall be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Samples will be taken without prior notices.

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

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

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

Bids are requested for two pricing categories:

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

**FUEL10 – Gasoline
Specifications –**

TRI-STATE PETROLEUM, INC
N. 27th & VANCE AVE.
P. O. BOX 4808
WHEELING, WV 26003

Irrespective of method of transport, the minimum delivery quantity shall be 800 gallons. 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: All State Agencies and DOH districts shall be responsible for placing orders with awarded vendors.

The Division of Highways, district locations – one (1) point of contact, per district, shall place their orders with vendor via e-mail or telephone, when computers are unavailable.

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.

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.

**FUEL10 – Gasoline
Specifications –**

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:

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

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

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

WVDOH/DISTRICT 4
PO Box 4220
Clarksburg, WV 26301

WVDOH/DISTRICT 5
PO Box 99
Burlington, WV 26710

WVDOH/DISTRICT 6
1 DOT Drive
Moundsville, WV 26041

WVDOH/DISTRICT 7
PO Box 1728
Weston, WV 26452

WVDOH/DISTRICT 8
PO Box 1516
Elkins, WV 26241

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

TRI-STATE PETROLEUM, INC.
N. 27th & VANCE AVE.
P. O. BOX 4003
WHEELING, WV 26003

FUEL10 – Gasoline
Specifications –

WVDOH/DISTRICT 10
270 Hardwood Lane
Princeton, WV 24740

TRI-STATE PETROLEUM, INC
N. 27th & VANCE AVE.
P. O. BOX 4008
WHEELING, WV 26008

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

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

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

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. Unless prior arrangements have been made, deliveries shall be made during normal work hours (7:30 am to 3:30 pm), Monday through Friday.

A penalty fee of \$250 (reduction of invoice), will 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.

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. Vendors should enter the fixed up-charge fee on the pricing page and submit with bid.

**FUEL10 – Gasoline
Specifications –**

TRI-STATE PETROLEUM, INC
N. 27th & VANCE AVE.
P. O. BOX 4008
SHEELING, WV 26003

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, shall be left, (on delivery date) at the location receiving the fuel.

Delivery tickets must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

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

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

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

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

**FUEL10 – Gasoline
Specifications –**

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.

TRI-STATE PETROLEUM, INC
N. 27th & VANCE AVE
P. O. BOX 4003
WHEELING, WV 26003

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

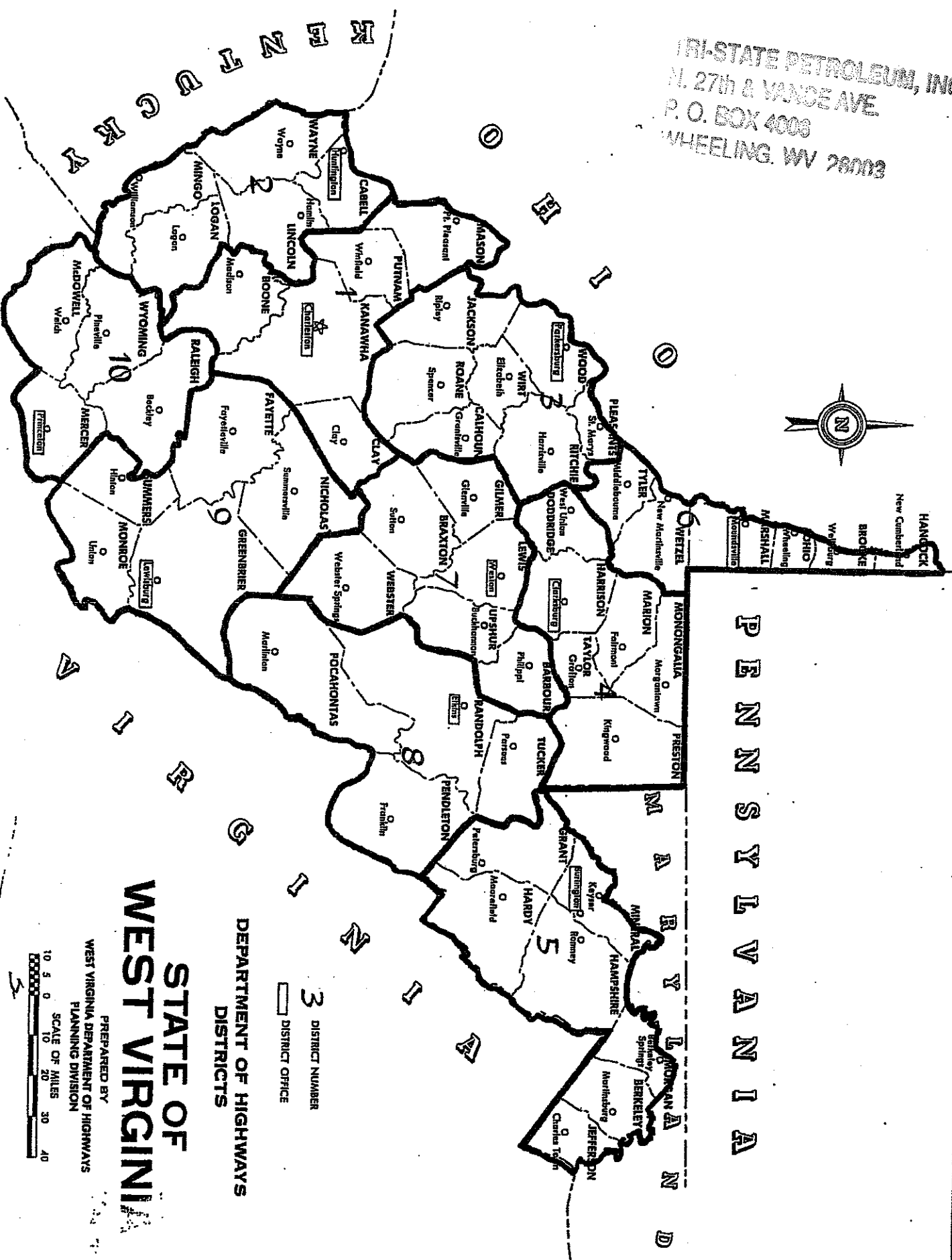
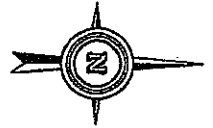
Government entities other than the WVDOH, utilizing this contract, must have the option of formulating their invoicing procedures with the successful vendors.

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

AWARD:

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

TRI-STATE PETROLEUM, INC
 N. 27th & YANCE AVE.
 P. O. BOX 4003
 WHEELING, WV 26003



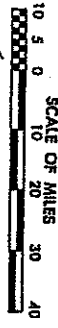
P E N N S Y L V A N I A

STATE OF WEST VIRGINIA

DEPARTMENT OF HIGHWAYS
 DISTRICTS

3 DISTRICT NUMBER
 — DISTRICT OFFICE

PREPARED BY
 WEST VIRGINIA DEPARTMENT OF HIGHWAYS
 PLANNING DIVISION





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
FUEL10

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

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
03/13/2009				

BID OPENING DATE	BID OPENING TIME
03/19/2009	01:30PM

LINE	QUANTITY	LOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO. 1 *****						
1. FUEL10 SPECIFICATION REVISED 03/13/09, 7 PAGES						
2. FUEL10 PRICING PAGE REVISED						
3. QUESTIONS AND ANSWERS (1 PAGE)						
4. SIGN IN SHEET FROM PRE-BID MEETING (2 PAGES)						
5. DISTRICT 2 LOCATIONS AND TANK SIZE						
***** END OF ADDENDUM NO. 1 *****						

TRI-STATE PETROLEUM, INC.
 N. 27th & VANCE AVE.
 P. O. BOX 4008
 WHEELING, WV 26008

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304 277 3232	DATE 3/18/09
TITLE Sales	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)**

WEST VIRGINIA STATE PETROLEUM, INC.
127th & WASHINGTON
P. O. BOX 4808
WHEELING, WV 26003

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

**FUEL10 – Gasoline
Specifications –**

TRI-STATE PETROLEUM, INC. 2
N. 27th & WANCE AVE.
P. O. BOX 4003
WHEELING, WV 26003

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

Unleaded Gasoline shall comply with the most recent ASTM D 4814-07a or the most current edition Standard Specifications for Automotive Gasoline.

The minimum anti-knock octane for: **Unleaded Gasoline: 87**

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 along with 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.

03/13/2009

**FUEL10 – Gasoline
Specifications –**

WEST-STATE PETROLEUM, INC 3
11. 27th & VANCE AVE.
P. O. BOX 4008
WHEELING, WV 26003

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 by the Division of Highways Laboratory. No allowances shall be made for any reproducibility factors in the prescribed test methods. The supplier will allow samples to be taken prior to discharging of product into localities tanks. Samples will be taken without prior notices.

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

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

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

Bids are requested for two pricing categories:

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03/13/2009

FUEL10 – Gasoline
Specifications –

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

STATE PETROLEUM, INC
27th & VANCE AVE.
P. O. BOX 4008
WHEELING, WV 26003

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: All State Agencies and DOH districts shall be responsible for placing orders with awarded vendors.

The Division of Highways, district locations – one (1) point of contact, per district, shall place their orders with vendor via e-mail or telephone, when computers are unavailable.

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.

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.

03/13/2009

FUEL10 – Gasoline
Specifications –

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:

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1334 Smith St.
Charleston, WV 25301

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

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

WVDOH/DISTRICT 4
PO Box 4220
Clarksburg, WV 26301

WVDOH/DISTRICT 5
PO Box 99
Burlington, WV 26710

WVDOH/DISTRICT 6
1 DOT Drive
Moundsville, WV 26041

WVDOH/DISTRICT 7
PO Box 1728
Weston, WV 26452

WVDOH/DISTRICT 8
PO Box 1516
Elkins, WV 26241

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

TRI-STATE PETROLEUM, INC
N. 27th & VANCE AVE.
P. O. BOX 4000
MUEFFLING, WV 26009

FUEL10 – Gasoline
Specifications –

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WVDOH/DISTRICT 10
270 Hardwood Lane
Princeton, WV 24740

TRI-STATE PETROLEUM, INC
N. 27th & VANCE AVE.
P. O. BOX 4000
WHEELING, WV 26003

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

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

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

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 placement 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.

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.

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. Vendors should enter the fixed up-charge fee on the pricing page and submit with bid. . Deliveries shall include a legible

03/13/2009

**FUEL10 – Gasoline
Specifications –**

TRI-STATE PETROLEUM, INC.
N. 27th & VANCE AVE.
P. O. BOX 4009
WHEELING, WV 26003

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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, shall be left, (on delivery date) at the location receiving the fuel.

Delivery tickets must include the location where delivery was made, the product(s) delivered, the blended percentages, the number of gallons delivered, and the rack price or prices for blended fuels.

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

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

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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.

03/13/2009

**FUEL10 – Gasoline
Specifications –**

IN-STATE PETROLEUM, INC.
N. 27th & VANCE AVE.
P. O. BOX 4000
WHEELING, WV 26003

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

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

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

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

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

AWARD:

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

03/13/2009

FUEL10 AND FUELHD10
 QUESTIONS & ANSWERS

TRI-STATE PETROLEUM, INC.
 127th & WANCE AVE.
 10

1 Q	1. In the statement "Vendors SHALL complete fuel deliveries within the three (3) working day period", does this mean the order day is counted as the first day or does this mean that there are 3 delivery days following the order day?
1 A	Per our discussion at the 3/10/09 Pre-bid Meeting, the three (3) working day count will begin the next work day after date of order placement
2 Q	2. How should the pricing be handled when an order is placed for less than 800 gallons?
2 A	If the vendor processes such an order as a FUEL10 Contract Order, the order should not be priced any differently than fuel orders greater than 800 gallons. If the vendor does not wish to process the small order as a FUEL10 Contract Order, he should so advise the individual requesting the order, as well as advise that individual what the pricing will be. Agency staff needs to be reminded that the less than 800 gallon orders can be purchased locally/off contract, following Purchasing guidelines.
3 Q	3. Since gasoline and diesel are separate bids and separate awards why is there a question about whether the vendor will be able to deliver both on the same T/T load?
3 A	This is possible where the same vendor is awarded both T/T gas and T/T diesel contracts for a specific District
4 Q	4. Have the WVDOT personnel been provided adequate education and training to be able to order multiple types of fuel for several tanks at up to 4 locations that also fit the terminal limitations and truck capacity limitations?
4 A	It is understandable such an order will require coordination between both the agency staff and the vendor staff. The Division of Highways staff will be educated on this coordination requirement.
5 Q	5. Why was the bid from Tri-State Petroleum increased by \$.06 per gallon with change orders after the bid was awarded for FUEL09 and FUELHD09?
5 A	Tri-State submitted two (2) separate bids; one bid was for payment by Credit Card, the other bid was for payment by ACH Treasury Payment only. The difference in the unit price of these two (2) bids was the \$.06 per unit. The RFQ stated that payment would be by the state VISA credit card.

FUEL10 AND FUELHD10
 QUESTIONS & ANSWERS

6 Q	6. With the extreme volatility in fuel prices, has consideration been given to product prices being based on a daily OPIS average for the delivery date rather than a daily average being used for an entire week based on the order date?
6 A	Yes, but it is our preference to use the weekly OPIS pricing for the date of order.
7 Q	7. Would you please provide detailed information concerning the requirements from VISA that allows the "WV VISA purchasing card program" to qualify for the lowest processing and/or interchange fees that are available?
7 A	Interchange rates are determined by a number of things: (1) the type of transaction (whether face to face, card not present, etc...); (2) whether the merchant passes data with that transaction (the higher level the data passed the lower the interchange rate will be); (3) if the merchant is signed up for Visa's large ticket interchange rate, it will receive a more economical rate on higher ticket transaction. Obviously, WV can try to control how to use the card (whether face to face, etc.), but most of the control lies with the accepting merchant.
8 Q	8. There is a provision for allocation issues with respect to the \$250.00 "failure to deliver within 3 days" provision of the contract. I have trouble with there not being a provision for weather related events or for mechanical failures. Can this be addressed?
8 A	See answer to question 1
9 Q	9. In the event of allocation issues with conventional gasoline.....is an E10 Ethanol blend (87 Octane) a suitable substitute. In the event that this would materialize....will the E10 OPIS pricing prevail as the benchmark price?
9 A	If there is no conventional gasoline available and E10 Ethanol blend (87 Octane) is being substituted the vendor must obtain a letter from the terminal indicating such.
10Q	10. Where do the quarterly reports go with respect to the Division of Highways? Previous contract only specified copies to you at Purchasing Division
10A	Please send to Jim Hash at Jim.B.Hash@wv.gov
11Q	11. Why are fuel order confirmations necessary?
11A	Order confirmations confirm the vendor received an order, and more

FUEL10 AND FUELHD10
QUESTIONS & ANSWERS

	importantly, the confirmations should include the vendor's scheduled delivery date/time, allowing the agency to insure staff are available for the delivery.
12Q	Can vendors make a delivery without an agency order?
12A	No, all deliveries must be based on an agency request/order; making an un-requested delivery could result in an agency refusing to pay the vendor's invoice.

ALL-STATE PETROLEUM, INC
N. 27th & VINCE AVE.
P.O. BOX 4007
MERRILL, WI 53450

STATE PETROLEUM, INC.
 27th & Vance Ave
 P.O. Box 600
 Wheeling, WV 26003

Date: March 10, 2009

SIGN IN SHEET
 FUEL10 FUELHD10 PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	PHONE & FAX NUMBERS
Company: <u>Tri State Petroleum</u>	<u>Po Box 4000</u>	PHONE ?
Rep: <u>Kevin Olson</u>	<u>wheeling wv</u>	TOLL FREE <u>800-541-3835 X13</u>
Email Address: <u>Kolson@TSPnet.com</u>	<u>26003</u>	FAX <u>304 277-1437</u>
Company: <u>GUTTMAN Oil Company</u>	<u>Po Box 1728</u>	PHONE <u>304-636-2600</u>
Rep: <u>DARROLL ALBON</u>	<u>ELKINS, WV</u>	TOLL FREE <u>866-296-5823</u>
Email Address: <u>dalbott@guttmendoil.com</u>	<u>26241</u>	FAX <u>304-636-8133</u>
Company: <u>BRANON Oil Co.</u>	<u>P.O. Box 870</u>	PHONE <u>304-965-6838</u>
Rep: <u>John W. Brannon</u>	<u>Pinch wv</u>	TOLL FREE <u>1-800-649-6484</u>
Email Address: <u>johnw@brannonoil.com</u>	<u>25156</u>	FAX <u>304 965-6252</u>
Company: <u>R. T. Rogers Oil Co. Inc.</u>	<u>P.O. Box 160</u>	PHONE <u>3044661733</u>
Rep: <u>Greg Rogers</u>	<u>Hinton WV 25951</u>	TOLL FREE
Email Address: <u>grogers@rtrogers</u>		FAX <u>3044661735</u>
Company: <u>Petroleum Products, Inc.</u>	<u>PO Box 459</u>	PHONE (304) <u>720-7162</u>
Rep: <u>DAVID MARTIN</u>	<u>NITRO, WV 25143</u>	TOLL FREE (866) <u>774-4645</u>
Email Address: <u>dmartin@petroleumproductsinc.com</u>		FAX (304) <u>755-3792</u>

SIGN IN SHEET

Request for Proposal No. FUEL10 FUELHD10 PLEASE PRINT

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Wheeler Cleverger oil</u>	<u>P.O. Box 27</u>	PHONE <u>606-638-4423</u>
Rep: <u>Rick Simpson</u>	<u>Louisia, KY</u>	TOLL FREE
Email Address: <u>rsimpson@cad.com</u>	<u>41230</u>	FAX <u>606-638-9577</u>
Company: <u>Fred Thomas</u>		PHONE
Rep: <u>WV DOT</u>		TOLL FREE
Email Address:		FAX
Company: <u>WVA DOT</u>		PHONE
Rep: <u>Bob Ambrose</u>		TOLL FREE
Email Address: <u>BUCK HANNON@WVA</u>		FAX
Company: <u>WV DOT</u>		PHONE <u>558-9411</u>
Rep: <u>Tom Hash</u>		TOLL FREE
Email Address:		FAX
Company: <u>Harris Oil Co.</u>	<u>P.O. BOX 685</u>	PHONE <u>304-927-2470</u>
Rep: <u>Wayne Harris</u>	<u>SPENCER, WV. 25876</u>	TOLL FREE
Email Address: <u>wharris@harrisoil.com</u>		FAX <u>304-927-4972</u>

TRI-STATE PETROLEUM, INC.
 N. 27th & WANCE AVE.
 P. O. BOX 2000
 CHINA MI, KY

<u>DISTRICT 2</u>	GASOLINE	DIESEL	KEROSENE
HUNTINGTON HEADQUARTERS A-93 304-528-5625	10,000 GL	-----	-----
BARBOURSVILLE (CABELL CO.) U-92 304-736-3111	10,000 GL	10,000 GL	-----
WEST HAMLIN (LINCOLN CO.) A-07 304-824-3434	5,000 GL	5,000 GL	-----
YAWKEY (LINCOLN CO.) U-94 304-524-2511	1,000 GL	4,000 GL	-----
WILKINSON (LOGAN CO.) A-01 304-792-7035	5,000 GL	5,000 GL	-----
CHAPMANVILLE (LOGAN CO.) A-07 304-792-7031	5,000 GL	5,000 GL	-----
MAN (LOGAN CO.) A-07 304-583-2188	5,000 GL	5,000 GL	-----
WILLIAMSON (MINGO CO.) U-92 304-235-6003	10,000 GL	10,000 GL	1,000 GL / U-S
GILBERT STATION (MINGO CO.) A-05 304-664-3191	5,000 GL	5,000 GL	-----
WAYNE (WAYNE CO.) A-07 304-272-5127	5,000 GL	5,000 GL	-----
HUNTINGTON I-64 A-05 304-528-5669	5,000 GL	5,000 GL	1,000 GL



March 18, 2009

FEDERAL EXPRESS #8542 2616 0598
(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 10**
Bid Opening: **3/19/09 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.

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", is written over a horizontal line.

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



TRI-STATE PETROLEUM, INC.
N. 27th & VANCE AVE.
P. O. BOX 4000
WHEELING, WV 26003

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

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