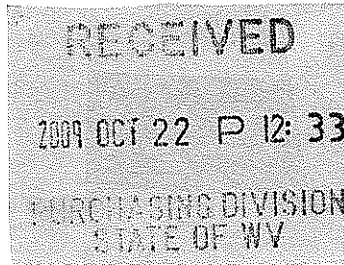


October 21, 2009

Jo Ann Adkins
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130



RE: FUELTT11

Dear Ms. Adkins,

Mansfield Oil continues to provide delivery and logistics services to the last mile of the refined petroleum products supply chain as it has for the last 52 years. The company remains based in its home town of origin; Gainesville, Georgia. Located some 40 minutes north of downtown Atlanta, Gainesville provides a small town environment for our employees but gives access to all the metropolitan city of Atlanta has to offer. We have recently expanded and renovated our offices so that we now operate from a 40,000 square foot, state of the art facility designed to optimize our daily activities and promote effective communication. Additionally, we have established regional US offices in Chicago, Detroit and Minneapolis, as well as a West Coast Operations Center located in downtown Denver to better serve our customer base in the Mid Continent and Western markets.

We develop our own information technology systems and utilize third party integration tools to facilitate the unimpeded flow of information between our suppliers, carriers, ourselves and our customers. We own and manage a fleet of 28 transport trucks from our office which gives us valuable insight into the trends and dynamics of our transportation partners. Our volumes have grown by some 10 to 15% annually and we anticipate a run rate of some 2.3 billion gallons for our fiscal year starting November 1st.

Mansfield Oil maintains market strength through optimization of volume, financial strength, and successful relationships with our customers. Mansfield's unique and industry leading electronic interface continues to make our customer's daily operations more manageable and measureable, key components of successful operations. Currently Mansfield Oil is ranked 66th in the Forbes List of Privately Held Companies, rated 5A2 with Dun and Bradstreet indicating significant financial strength and credit worthiness. This same strength is extended for our customer's benefit, ensuring a stable and cost effective program.

Our commercial and government customers include the following:

- Most major package delivery companies
- Governmental entities including:
 - Federal – AAFES, NAVY, DEFENSE ENERGY, Etc.
 - State, Local
 - Transit – AMTRAK, KCATA, SORTA, DART, Via Metro, LYNX, PRTC
- Aggregates companies
- National, regional and local truck load and less than truck load carriers
- Multiple City and Regional Transit Companies
- Distribution centers for various retailers and wholesalers

**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, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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



Mansfield Oil Company is pleased to offer a bid for your fuel requirements for the stated period. The differentials quoted for will be plus or minus, as indicated, to the Weekly Gross OPIS based on the date of order. Differentials quoted are fixed and remain firm for the duration of the contract.

Normal delivery is within 24 hours from receipt of order. Payment terms are NET 30 days. Federal LUST tax of .001 and oil spill tax of .0019, as well as applicable West Virginia taxes, will be charged as a separate line item and will not be part of the differentials quoted in the bid.

Should you have any questions, please feel free to contact Cherie Dalton 1-800-255-6699, Ext. 2381.

Again, thank you for the invitation to bid. We look forward to hearing from you.

Best Regards,

David Zarfoss
Director of Pricing



REMITTANCE ADDRESS:

Mansfield Oil Company of Gainesville, Inc.
P.O. Box 934067
Atlanta, GA 31193-4067



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
FUELTT11

PAGE
5

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	F.O.B	FREIGHT TERMS
10/08/2009				

BID OPENING DATE: 10/23/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BUYER:					FILE 42	
RFQ. NO.:					FUELTT11	
BID OPENING DATE:					10/23/2009	
BID OPENING TIME:					1:30 PM	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----678-450-2242-----						
CONTACT PERSON (PLEASE PRINT CLEARLY): David-Zarfoss-----						
***** THIS IS THE END OF RFQ FUELTT11 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
-----------	-----------	------

TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
-------	------	-----------------------------------

WHEN RESPONDING TO RFQ INSERT NAME AND ADDRESS IN SPACE ABOVE I ABEI FD 'VENDOR'

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: N/A Signed: N/A

Date: N/A Title: N/A

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

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: MANSFIELD OIL COMPANY OF GAINESVILLE, INC.

Authorized Signature:  Date: 10/21/09

EXHIBIT 10

REQUISITION NO.: FUELTT11

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

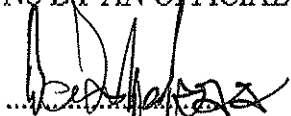
NO. 2

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

MANSFIELD OIL COMPANY OF GAINESVILLE, INC.
COMPANY

10/21/09.....
DATE

Colonial Pipeline Company

PRODUCT SPECIFICATIONS

3.23.1

SPECIFICATIONS FOR FUNGIBLE ULTRA LOW SULFUR DIESEL FUEL NONROAD, LOCOMOTIVE, & MARINE GRADE - GRADE 66

EPA Designation: MVNRLM 15 ppm sulfur NRLM diesel fuel

<u>PRODUCT PROPERTY</u>	<u>ASTM Test Method</u>	<u>Test Results</u>		<u>Note</u>
		<u>Minimum</u>	<u>Maximum</u>	
Gravity API	D287, D1298, D4052	30		
Flash Point, °F Pensky-Martin	D93	130		
Physical Distillation, °C(°F) 50% 90% End Point	D86		Report 338(640) 366(690)	5
or Simulated Distillation, °C(°F) 50% recovered 90% recovered End Point	D2887		Report 356(673) 421(790)	5
Color ASTM Color Visual	D1500, D6045		2.5 Undyed	
Viscosity, cSt @ 40°C (104°F)	D445	1.9	3.4	
Pour Point	D97, D5949, D5950, D5985			2
Cloud Point	D2500, D5771, D5772, D5773			2
Corrosion, 3 hrs. @ 50°C (122°F)	D130		1	
Total Sulfur, ppmwt	D2622, D5453 D7039, other		10 14	Origin Delivery 3
Cetane Number	D613, D6890	40		4
Aromatics (Volume %) or Aromatics by Cetane Index	D1319 D976		31.7	
Ash, wt. %	D482		0.01	
Carbon Residue: Ramsbottom on 10% Bottom	D524		0.35	
BS&W, vol. %	D2709 or equivalent		< 0.05	
Thermal stability, 90 minutes 150°C Pad rating, DuPont scale OR			7	
Oxidation stability, mg/100 ml	D2274		2.5	
Haze rating @ 25°C (77°F)	D4176 Procedure 2		2	
Nace Corrosion Electrical	TM0172-2001	B+ (Origin)		
Conductivity, pS/m @ 21°C (70°F)	D2624		250	

September 2009

*Denotes Change

Colonial Pipeline Company

PRODUCT SPECIFICATIONS

3.23.2

SPECIFICATIONS FOR FUNGIBLE ULTRA LOW SULFUR DIESEL FUEL NONROAD, LOCOMOTIVE, & MARINE GRADE - GRADE 66

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

NOTES:

1. Additive requirements/restrictions - refer to section 3.2.

2. This schedule denotes the fluidity of the distillate at the time and place of origin.

Pour Point - August 1st through March 14th

Maximum: -18°C (0°F).

Pour Point - March 15th through July 31st

Maximum: -12°C (+10°F)

Cloud Point - August 1st through March 14th

Maximum: -9°C (+15°F)

Cloud Point - March 15th through July 31st

Maximum: -7°C (+20°F)

The referee method will be Pour point D97 and Cloud point D2500

3. Origin laboratory certifying sulfur content must qualify the test method used per EPA Performance Based Testing Criteria (see CFR 80.584). The referee test method will be ASTM D5453.

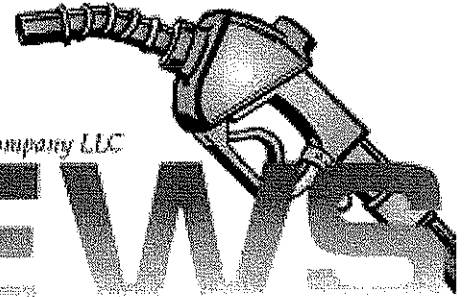
4. Where cetane number by test method D613 is not available, test method D4737B can be used as an approximation.

5. Either physical or simulated distillation can be used. The referee test method will be ASTM D 86.

6. ASTM color measurement before addition of dye

September 2009

*Denotes Change



Published by Product Quality Group - Marathon Petroleum Company LLC

TECHNEWS

ULTRA LOW SULFUR NO 2 DIESEL

	Specifications	
Gravity, °API (ASTM D 4052, D 287)	30 min.	
Color (ASTM D 1500)	2.5 max. ¹	
Haze Rating @ 77°F (ASTM D 4176)	2 max.	
Flash, Pensky-Martens, °F (ASTM D 93)	130 min.	
Cloud Point, °F (ASTM D 2500)	Midwest	Southeast
Winter (10/1 - 2/28)	+10 typical ²	+14 max.
Summer (3/1 - 9/30)	+20 max.	+20 max.
Pour Point, °F (ASTM D 97)	Midwest	Southeast
Winter (10/1 - 2/28)	(³)	0 max.
Summer (3/1 - 9/30)	+10 max.	+10 max.
Viscosity @ 40°C (104°F) cSt (ASTM D 445)	1.9 min. ⁴ /3.4 max.	
Sulfur, wt. ppm (ASTM D 5453, D 2622)	15	
Copper Strip Corrosion (ASTM D 130)	No. 1 max.	
Ash, wt. % (ASTM D 482)	0.01 max.	
Cetane Index (ASTM D 4737-B, D 976)	40 min. ⁵	
Distillation, °F (ASTM D 86)		
90% Recovered	540 min./640 max.	
End Point	690 max.	
Lubricity, HFRR @ 60°C, Micron (ASTM D 6079)	520 max.	

Note: This product meets ASTM Specifications for D 975 (Diesel Fuel) as stated above.

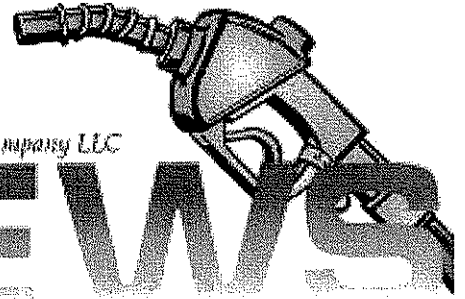
⁽¹⁾Tax exempt diesel fuel will be dyed red.

⁽²⁾Actual Cloud Point is posted at MPC terminals.

⁽³⁾Pour Point is typically 15 degrees lower than the Cloud Point.

⁽⁴⁾During the winter period of October through February, the following waiver applies to the cloud point of less than +10°F: the minimum viscosity of the fuel can be 1.7 cSt and the 90% distillation point will be waived.

⁽⁵⁾Cetane Index will be determined by ASTM D 4737 where required.



Published by Product Quality Group - Marathon Petroleum Company LLC

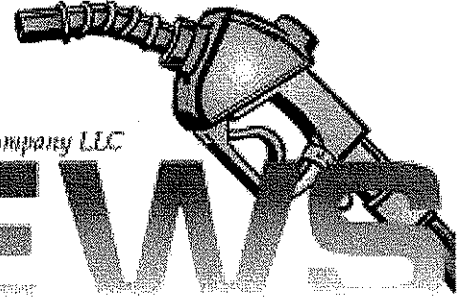
TECHNEWS

LOW SULFUR NO 1 DIESEL

	<u>Specifications</u>
Gravity, °API (ASTM D 4052, D 287)	37 min.
Color (ASTM D 156)	16 min. ¹
Colonial Haze Rating @ 77°F (ASTM D 4176)	2 max.
Flash, Pensky-Martens, °F (ASTM D 93)	120 min.
Pour Point, °F (ASTM D 97)	0 max.
Viscosity @ 40°C (104°F) cSt (ASTM D 445)	1.3 min./1.9 max.
Sulfur, wt. ppm (ASTM D 2622, D 4294)	500 max.
Corrosion (ASTM D 130)	No. 1 max.
Ash, % (ASTM D 482)	0.01 max.
Cetane Index (ASTM D 976, D 4737-A)	40 min.
Distillation, °F (ASTM D 86)	
10% Recovered	420 max.
90% Recovered	550 max.
End Point	572 max.
Lubricity, HFRR @ 60°C, Micron (ASTM D 6079)	520 max.

This product meets ASTM Specifications for D-975 (Diesel Fuel) as stated above.

¹ Tax exempt diesel fuel will be dyed red.



Published by Product Quality Group - Marathon Petroleum Company LLC

TECHNEWS

HIGH SULFUR NO 2 DIESEL

	<u>Specifications</u>
Gravity, °API (ASTM D 287)	30 min.
Colonial Haze Rating, @ 77°F (ASTM D 4176)	2 max.
Flash, Pensky-Martens, °F (ASTM D 93)	125 min.
Cloud Point, °F (ASTM D 2500)	
Winter (10/1 - 2/28)	+10 typical ⁽¹⁾
Summer (3/1 - 9/30)	+20 max.
Pour Point, °F (ASTM D 97)	
Winter (10/1 - 2/28)	(2)
Summer (3/1 - 9/30)	+10 max.
Viscosity @ 40°C (104°F) cSt (ASTM D 445)	1.9 min./3.4 max.
Sulfur, wt. ppm (ASTM D 2622 , D 4294)	5000 max.
Corrosion (ASTM D 130)	No. 3 max.
Ash, % (ASTM D 482)	0.02 max.
Cetane Index (ASTM D 976, D 4737-A)	40 min.
Distillation, °F (ASTM D 86)	
90% Recovered	540 min./640 max.
End Point	690 max.
Lubricity, HFRR @ 60°C, Micron (ASTM D 6079)	520 max.

Note: This product meets ASTM Specifications for D 975 (Diesel Fuel) as stated above.

⁽¹⁾Actual Cloud Point is posted at MPC terminals.

⁽²⁾Pour Point is typically 15 degrees lower than the Cloud Point.

Colonial Pipeline Company

PRODUCT SPECIFICATIONS

3.12.1 SPECIFICATIONS FOR FUNGIBLE ULTRA LOW SULFUR KEROSENE GRADE 51

EPA Designation: MVNRLM, Motor vehicle diesel fuel, #1D, 15 ppm sulfur motor vehicle diesel fuel

Cancels Previous Issues of Grade 51

<u>Product Property</u>	<u>ASTM Test Method</u>	<u>Test Results</u>		<u>Note</u>
		<u>Minimum</u>	<u>Maximum</u>	
<u>General Properties</u>				
Gravity	D287, D1298, D4052	37	51	
Net Heat of combustion BTU/Pound	D3338, D4529, D4809	18,400		
Corrosion 2 hrs. @ 212°F (100°C)	D130		1	
Cetane Number	D613, D6890	40		6
MSEP: Origin	D3948	85		
MSEP: Delivery	D3948	75		
<u>Electrical</u>				
Conductivity, pS/m @ 21°C(70°F)	D2624		Report	
Ash, wt. %	D482		0.01	
Determination of Filtration Time or Volume Total Solids or Particulate	MIL-T-5624P, D5452		Report	3
<u>Low Temperature Properties</u>				
Freezing Point, °C	D2386, D5972, D7153, D7154		-40	7
Viscosity, cSt @ 104°F (40°C)	D445	1.3	1.9	
Viscosity, cSt @ -4°F (-20°C)	D445		8.0	
<u>Volatility</u>				
Flash Point, °F	D56, D3828	123		
Distillation, °C(°F)	D86			8
10% recovered			205(400)	
50% recovered		Report		
90% recovered			288(550)	
End Point			300(572)	
Residue, %			1.5	
Loss, %			1.5	
or Simulated Distillation, °C(°F)	D2887			8
10% recovered			185(365)	
50% recovered		Report		
90% recovered			304(579)	
End Point			340(644)	
<u>Stability</u>				
Existent Gum, mg/100 ml	D381, IP540		7.0	
Thermal Stability @ 275°C	D3241			Origin
Pres. drop in mm/Hg			25	
Tube deposit less than code			Code 3	

No Peacock or Abnormal Color Deposits

September 2009

*Denotes Change

Colonial Pipeline Company

PRODUCT SPECIFICATIONS SPECIFICATIONS FOR FUNGIBLE HIGH SULFUR LOW DYED HEATING OIL GRADE 77

3.31.1

EPA Designation: Heating Oil

Cancels Previous Issues of Grade 77

<u>PRODUCT PROPERTY</u>	<u>ASTM Test Method</u>	<u>Test Results</u>		<u>Note</u>
		<u>Minimum</u>	<u>Maximum</u>	
Gravity API	D287, D1298, D4052	30		
Flash Point, °F				
Pensky-Martin	D93	130		
Physical Distillation, °C(°F)	D86			6
50%			Report	
90%		282(540)	338(640)	
End Point			366(690)	
or Simulated Distillation, °C(°F)	D2887			6
50% recovered			Report	
90% recovered		300(572)	356(673)	
End Point			421(790)	
Color ASTM	D1500, D6045		2.5	4
Color Visual				
Viscosity, cSt @ 40°C (104°F)	D445	1.9	3.4	
Pour Point	D97, D5949, D5950, D5985			2
Cloud Point	D2500, D5771, D5772, D5773			2
Corrosion, 3 hrs. @ 50°C (122°F)	D130		1	
Total Sulfur, ppmwt	D2622, D5453 D7039, D4294		2000	5
Ash, wt. %	D482		0.01	
Carbon Residue: Ramsbottom on 10% Bottom	D524		0.35	
BS&W, vol. %	D2709 or equivalent		< 0.05	
Thermal stability, 90 minutes				
150°C Pad rating, DuPont scale			7	
OR				
Oxidation stability, mg/100 ml	D2274		2.5	
Haze rating @ 25°C (77°F)	D4176 Procedure 2		2	
Nace Corrosion Electrical	TM0172-2001	B+ (Origin)		
Conductivity, pS/m @ 21°C(70°F)	D2624		250	

Delivery test results may vary by the smaller of ASTM reproducibility for a given test or any test tolerance as allowed by state or EPA regulations at the point of delivery.

September 2009

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Colonial Pipeline Company

PRODUCT SPECIFICATIONS SPECIFICATIONS FOR FUNGIBLE HIGH SULFUR LOW DYED HEATING OIL GRADE 77

3.31.2

Cancels Previous Issues of Grade 77

NOTES:

1. Additive requirements/restrictions - refer to section 3.2.
2. This schedule denotes the fluidity of the distillate at the time and place of origin.

Pour Point – August 1st through March 14th	Maximum: -18°C (0°F).
Pour Point – March 15th through July 31st	Maximum: -12°C (+10°F)
Cloud Point – August 1st through March 14th	Maximum: -9°C (+15°F)
Cloud Point – March 15th through July 31st	Maximum: -7°C (+20°F)

The referee method will be Pour point D97 and Cloud point D2500

3. Dye Requirement:

This product must exhibit visual evidence that red dye is present. The maximum allowable concentration, or spectral equivalence, is 0.75 pounds of Solid Red #26 per 1,000 barrels. This product does not meet IRS excise tax requirements for dye.

4. ASTM color measurement before addition of dye

5. Origin laboratory certifying sulfur content can qualify the test method used per EPA Performance Based Testing Criteria (see CFR 80.584). The referee test method will be ASTM D5453.

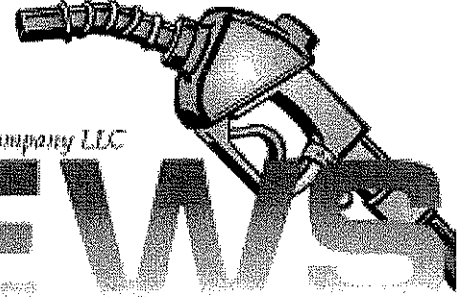
6. Either physical or simulated distillation can be used. The referee test method will be ASTM D 86.

September 2009

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Published by Product Quality Group - Marathon Petroleum Company LLC

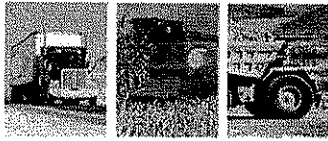


TECHNEWS

K-1 KEROSENE

Marathon Petroleum Company LLC K-1 Kerosene is a clear, water-white, clean-burning fuel required for use in **un-vented heaters** where the fumes of combustion enter the air space being heated.

	<u>Specifications</u>
Gravity, °API (ASTM D 4052, D 287)	37 min.
Saybolt Color (ASTM D 6045)	16 min.
Tag Flash Point °F (ASTM D 56, D 3828)	120 min.
Mercaptan Sulfur, wt. ppm (ASTM D 3227)	30 max.
or Doctor Test (ASTM D 4952)	Negative
Sulfur, wt. ppm (ASTM D 2622, D 4294, D 1266, D 5453)	400 max.
Distillation, °F (ASTM D 86)	
10% Recovered	401 max.
90% Recovered	550 max.
End Point	572 max.
Pour Point, °F (ASTM D 97, D 5950)	0 max.
Freeze Point °F (ASTM D 2386, D 5901)	-22 max.
Viscosity @ 104°F (40 °C), cSt (ASTM D 445)	1 min./1.9 max.
Haze Rating (ASTM D 4176)	2 max.
Carbon Residue, % (ASTM D 524)	0.15 max.
Copper Strip Corrosion (ASTM D 130)	1 max.
Ash, wt. % (ASTM D 482)	0.01 max.



Performance Specialties

Legal Diesel™ Fuel Additive 1400 LFH

1400 LFH is a multifunctional middle distillate fuel additive. It functions as a wax modifier to improve low temperature operability of diesel fuel.

Innospec Fuel Specialties is the only manufacturing company solely focused on fuel and fuel additive technology.

1400 LFH provides the following performance benefits:

- Lowers Cold Filter Plugging Point
- Lowers Pour Point
- Prevents fuel gelling in low temperatures
- Disperses wax during extended engine shutdowns in cold climates
- Aids against fuel filter icing
- Typical cetane boost from 1 to 3 numbers
- Diesel Detergent
- Water dispersant to help safely remove water on a gradual basis
- Fully synthetic non-acid, ester lubricity improver
- Caustic resistant corrosion inhibitor
- Contains antioxidants to protect thermal and oxidative stability

Addition

1400 LFH may be continuously or batch blended into diesel fuel as a concentrate or as a stock solution. Proper blending and handling procedures must be followed due to the nature of all low temperature operability additives. Blend the additive with the fuel at temperatures at least 10°C above the cloud point of the fuel. Ensure the additive is at or above minimum handling temperatures to avoid potential performance issues. Verify that the additive is completely dissolved into the fuel.

Material Compatibility

1400 LFH is compatible with the following materials of construction: mild steel, 304 stainless steel, 316 stainless steel, Teflon, and Viton. Do not use with Hypalon, ethylene, propylene, neoprene, Buna-N, or natural rubber. Copper, brass, or bronze (yellow metals) should not be used with neat additive.

Personal Safety, First Aid and Storage and Handling

See the Material Safety Data Sheet for product specific information. **DO NOT HEAT.** Thermally decomposes above 248° F (120°C). Risk of explosion if heated under confinement. Please refer to the CEFIC Best Practice Guidelines offered by Innospec in **PLMR 2007-05** for product safety and handling information.



40CFR80.591 Compliance Statement:

The sulfur content of this diesel fuel additive does not exceed 15 ppm. This is a LEGAL DIESEL™ Fuel Additive Product.

Technical Support: (302) 454-8100

Customer Service

Resource Center: (800) 441-9547

Typical Properties

Appearance	yellow-amber liquid
Specific Gravity, 60/60°F (15.6/15.6°C)	0.902
Density, lb/gal, 60°F (15.6°C)	7.51
Flash Point, PMCC, °F (°C)	-90 (-32.2)
Pour Point, °F (°C)	-36 (-32.3)
Viscosity, cSt @	
100°F (37.8°C)	2
68°F (20°C)	3
32°F (0°C)	4
0°F (-17.8°C)	6

Recommended Treat Rate

1 gallon / 1000 gallons, or 152 cc / 40 gallons, or 902 mg/L

Registered EPA Maximum Treat Rate = 3750 mg/L

innospec 
fuel specialties

Edition gh2
Issue 2
9/2008

FUELTT11 Pricing Page

VENDOR: MANSFIELD OIL COMPANY OF GAINESVILLE, INC.				
DISTRICT	FUEL TYPE	Six Month's ESTIMATED NEEDS (gals.)	T/T Markup Bid per Gallon	Potential Terminal Locations fuel will be pulled from
ONE	Unleaded Gasoline/E 10	201,000	.0780 +	CWV
	No. 2 Diesel	50,000	.1087 +	
	No. 2 Diesel w/ Winter add.	170,000	.1287 +	
	No. 1 Heating/Kerosene			
TWO	Unleaded Gasoline/E 10	220,000	.0821 +	AKY
	No. 2 Diesel	33,000	.1129 +	
	No. 2 Diesel w/ Winter add.	120,000	.1329 +	
	No. 1 Heating/Kerosene			
THREE	Unleaded Gasoline/E 10	170,000	.1054 +	MOH/ CWV
	No. 2 Diesel	63,000	.1358 +	
	No. 2 Diesel w/ Winter add.	181,000	.1558 +	
	No. 1 Heating/Kerosene			
FOUR	Unleaded Gasoline/E 10	243,000	.0984 +	PPA
	No. 2 Diesel	87,000	.1278 +	
	No. 2 Diesel w/ Winter add.	245,000	.1478 +	
	No. 1 Heating/Kerosene			
FIVE	Unleaded Gasoline/E 10	167,000	.0865 +	EVA
	No. 2 Diesel	55,000	.1221 +	
	No. 2 Diesel w/ Winter add.	143,000	.1421 +	
	No. 1 Heating/Kerosene**			
SIX	Unleaded Gasoline/E 10	13,000	.1571 +	PPA
	No. 2 Diesel	127,000	.0832 +	
	No. 2 Diesel w/ Winter add.	52,000	.1100 +	
	No. 1 Heating/Kerosene	110,000	.1300 +	
SEVEN	Unleaded Gasoline/E 10	207,000	.1208 +	MOH/CWV
	No. 2 Diesel	98,000	.1569 +	
	No. 2 Diesel w/ Winter add.	184,000	.1769 +	
	No. 1 Heating/Kerosene			
EIGHT	Unleaded Gasoline/E 10	126,000	.1347 +	CWV/RVA
	No. 2 Diesel	58,000	.1742 +	
	No. 2 Diesel w/ Winter add.	170,000	.1942 +	
	No. 1 Heating/Kerosene	7,000	.2192 +	
NINE	Unleaded Gasoline/E 10	176,000	.1057 +	RVA/CWV
	No. 2 Diesel	75,000	.1385 +	
	No. 2 Diesel w/ Winter add.	210,000	.1585 +	
	No. 1 Heating/Kerosene			
TEN	Unleaded Gasoline/E 10	214,000	.1099 +	RVA/ CWV
	No. 2 Diesel	68,000	.1393 +	
	No. 2 Diesel w/ Winter add.	145,000	.1593 +	
	No. 1 Heating/Kerosene			

Minimum gallonage for T/T delivery: 7,500 diesel, /8,500 gas

Able to split deliveries between multiple locations? YES X NO

Minimum Qty: T/T delivery for 2 locations within 20 mile proximity: see above quantity

Minimum Qty: T/T delivery for 4 locations within 30 mile proximity (upcharge): see above quantity

Emergency Delivery Fee (upcharge): Split fee \$150
\$100.00

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

Vendor Contact/Coordinator: Diane Burke

Telephone Number: 678-450-2283

Fax Number: 678-450-2242

Signature/Date: [Signature]
10/21/09