



P.O. BOX 7200 • RICHMOND, VIRGINIA • 23221-0200 • 804-358-9000

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WV PETROLEUM
#FUEL11

October 21, 2009

#FUEL11 – Tank Wagon Delivery – West Virginia

James River Solutions is pleased to provide this proposal in response to the State of West Virginia for delivery of Petroleum Products to stated locations requiring Tank Wagon deliveries.

Many entities today are fixated more on saving a penny per gallon on fuel costs than on effectively managing the overall costs associated with their energy needs. This is where James River Solutions can help. We are a wholly-owned subsidiary of James River Petroleum, which focuses on retail operations and wholesale fuel service to hundreds of commercial fuel users across the United States. We have more than 30 years of industry experience and are headquartered just north of Richmond, Virginia in Ashland.

We can incorporate technology to help with fuel reporting, which reduces your administrative costs. We can help broaden your overall knowledge of the energy market we live in so you can make more informed decisions on your purchases. We want to better understand your business needs so that we can help develop better solutions to meet your fueling requirements.

Please review the bid proposal and contact Tracy G. Little, President at 804-358-9000 ext. 312 to further discuss how we may help you effectively meet your fueling needs.

Sincerely,

Tracy G. Little
President, James River Solutions

**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



October 21, 2009

#FUELTW11 – Tank Wagon Delivery – West Virginia

Pricing - Tank Wagon Deliveries

Zone	Fuel Type	Estimated Gallons	TW Markup Bid / Gallon	Potential Terminals
#1	Unleaded / E10	201,000		Charleston, WV Marietta, OH
	No. 2 Diesel	50,000		
	No. 2 Diesel w Winter Additive	170,000		
	No. 1 Heating / Kerosene	1,000		
	No. 2 Heating	1,000		
#2	Unleaded / E10	220,000	0.18	Ashland, KY
	No. 2 Diesel	33,000	0.18	
	No. 2 Diesel w Winter Additive	120,000	0.18	
	No. 1 Heating / Kerosene	1,500		
	No. 2 Heating	1,500	0.20	
#3	Unleaded / E10	170,000		Charleston, WV Marietta, OH
	No. 2 Diesel	63,000		
	No. 2 Diesel w Winter Additive	181,000		
	No. 1 Heating / Kerosene	1,000		
	No. 2 Heating	1,000		
#4	Unleaded / E10	243,000		Pittsburgh, PA Marietta, OH
	No. 2 Diesel	87,000		
	No. 2 Diesel w Winter Additive	245,000		
	No. 1 Heating / Kerosene	1,000		
	No. 2 Heating	1,000		
#5	Unleaded / E10	167,000		Pittsburgh, PA
	No. 2 Diesel	55,000		
	No. 2 Diesel w Winter Additive	143,000		

	No. 1 Heating / Kerosene	1,000		
	No. 2 Heating	13,000		
#6	Unleaded / E10	127,000		Pittsburgh, PA
	No. 2 Diesel	52,000		
	No. 2 Diesel w Winter Additive	110,000		
	No. 1 Heating / Kerosene	1,000		
	No. 2 Heating	1,000		
#7	Unleaded / E10	207,000	0.25	Charleston, WV
	No. 2 Diesel	98,000	0.25	Fairfax, Va
	No. 2 Diesel w Winter Additive	184,000	0.25	
	No. 1 Heating / Kerosene	1,000		
	No. 2 Heating	1,000	0.25	
#8	Unleaded / E10	126,000	0.26	Roanoke, VA
	No. 2 Diesel	58,000	0.26	Fairfax, VA
	No. 2 Diesel w Winter Additive	170,000	0.26	
	No. 1 Heating / Kerosene	7,000		
	No. 2 Heating	1,000	0.26	
#9	Unleaded / E10	176,000	0.18	Roanoke, Va
	No. 2 Diesel	75,000	0.18	
	No. 2 Diesel w Winter Additive	210,000	0.20	
	No. 1 Heating / Kerosene	1,000		
	No. 2 Heating	1,000	0.20	
#10	Unleaded / E10	214,000	0.22	Ashland, KY
	No. 2 Diesel	68,000	0.285	Roanoke, VA
	No. 2 Diesel w Winter Additive	145,000	0.285	
	No. 1 Heating / Kerosene	1,000		
	No. 2 Heating	1,000		

Emergency Delivery Fee (upcharge): \$250.00

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: James River Solutions Signed: _____

Date: 10-21-09 Title: President

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



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October 21, 2009

FuelTW11

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

Jo Ann Adkins,

We would like to let you know that as far as our carrier services for bid FUELW11 services will be carried out for Tank Wagon approximately at approximately 95% by West Virginia residents. However, James River Solutions does qualify as a Woman Owned Business and would in "good faith" request this status to be considered as the vendor of choice for various line items listed in solicitation #FUELW11. Please accept James River Solutions as a WBE with Tracy G. Little as President and majority owner of our company. We assure you that we will utilize residents of West Virginia to carry out the carrier portion of the bid.

We welcome your input and we are very much looking forward to establishing a positive relationship with the State of West Virginia. We look forward to proving ourselves as the fuel supplier of choice in this incredible opportunity.

Regards,

A handwritten signature in cursive script that reads "Kitty Stallings".

Kitty Stallings, Inside Sales Coordinator
James River Solutions

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: James [Signature] Solutions

Authorized Signature: [Signature] Date: 10-21-09

2009

**WEST VIRGINIA
STATE TAX DEPARTMENT**

2011

**BUSINESS REGISTRATION
CERTIFICATE**

ISSUED TO:
**JAMES RIVER PETROLEUM INC
1901 ROSENEATH RD
RICHMOND, VA 23230-4311**

BUSINESS REGISTRATION ACCOUNT NUMBER: 1032-8112

This certificate is issued for the registration period beginning: **July 1, 2009**

This certificate is valid until: **June 30, 2011**

*This business registration certificate is issued by
the West Virginia State Tax Commissioner
in accordance with Chapter 11, Article 12 of the West Virginia Code.*

*The person or organization identified on this certificate is registered
to conduct business in the State of West Virginia at the location above.*

This certificate is not transferrable and must be displayed at the location for which issued.

ENGAGING IN BUSINESS WITHOUT CONSPICUOUSLY POSTING A WEST VIRGINIA BUSINESS REGISTRATION CERTIFICATE IN THE PLACE OF BUSINESS IS A CRIME AND MAY SUBJECT YOU TO FINES PER W. VA. CODE § 11-9.

**TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them.
CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of
this certificate displayed at every job site within West Virginia.**

WEST VIRGINIA STATE TAX DEPARTMENT

MOTOR FUEL EXCISE TAX LICENSE

Effective: August 21, 2009

In accordance with West Virginia State Code §11-14C

JAMES RIVER PETROLEUM INC

Is hereby licensed as:

License Type(s)	License Number(s)
<i>Importer</i>	<i>1600-5191</i>
<i>Distributor</i>	<i>1600-5188</i>

This license is non-transferable and shall remain in effect until surrendered,
canceled or revoked.



Vicki R. Kidd, Unit Supervisor
Fuel Tax Administration Unit
Internal Auditing Division

WEST VIRGINIA STATE TAX DEPARTMENT

MOTOR FUEL EXCISE TAX LICENSE

In accordance with West Virginia State Code §11-14C

JAMES RIVER PETROLEUM, INC.

is hereby licensed as:

Importer, Distributor

License Number:

WV00400700438

effective January 17, 2006

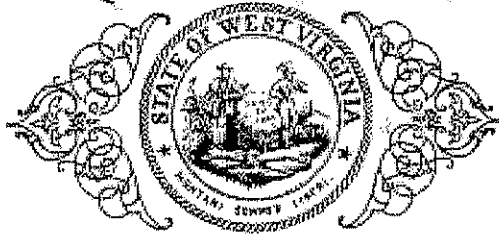
and will remain in effect until it is revoked or surrendered.

This license is **NON-TRANSFERABLE.**



Vicki R. Kidd, Unit Supervisor
Internal Auditing Division
Fuel Tax Administration Unit

State of West Virginia



Certificate

I, Betty Ireland, Secretary of State of the State of West Virginia, hereby certify that

JAMES RIVER PETROLEUM, INC.

Control Number: 81350

a corporation formed under the laws of Virginia

has filed its "Application for Certificate of Authority" to transact business in West Virginia as required by the provisions of the West Virginia Code. I hereby declare the organization to be registered as a foreign corporation from its effective date of December 13, 2005

Therefore, I issue this

CERTIFICATE OF AUTHORITY

to the corporation authorizing it to transact business in West Virginia



*Given under my hand and the
Great Seal of the State of
West Virginia on this day of
December 13, 2005*

Betty Ireland

Secretary of State



Title: Protocol for Ordering Various Fuels Products: Diesel (on road and off road), Dyed Diesel, Bio Diesel, Gasoline, Kerosene, E10 (10% Ethanol Clear Gas), Propane, Oils/Lubricants, Heating Oil and Card Programs

Scope of Services: James River Solutions shall agree and maintain sufficient quantities of fuel necessary for normal operations at all locations, unless otherwise mandated.

Ordering – Monday through Friday 8:00am – 5:00pm call customer service **804-358-9000 ext. 318 (Darlene Harris, Customer Service Mgr.)** Other customer service reps are Courtney Munch 804-358-9000 ext. 311, and Christine Smith ext. 303.

Account Information (Sales) please contact Kitty Stallings 804-358-9000 ext. 321 (cell) 804-986-6372. Tracy Little (President) 804-358-9000 ext. 312 (cell) 804-399-8900.

Project Management – please contact Molly Sheppard 804-358-9000 ext. 340

Fuel Card Management – please contact Betsy Bennett 804-358-9000 ext. 330

Dispatch Support – Stafford Gray 804-358-9000 ext. 302

Emergency after hours or weekend – 804-393-1150. If no one answers please leave a message and your call will be returned ASAP.

James River Solutions Federal Tax ID is: 320135618

SWAM Certification #649287 – Small Woman Owned Company and HUB certified in NC.

Tax Exempt Organizations please fax us your Tax Exempt Certification – FAX – 804-550-2880.