



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Purchase Order

PURCHASE ORDER NO:  
**FUELTT011C**

PAGE:  
**1**

BLANKET RELEASE:  
**00**

CHANGE ORDER:  
**1**

CORRECT PURCHASE ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS PUR-  
 CHASE ORDER SHOULD BE DIRECTED  
 TO THE BUYER AS NOTED BELOW.

SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS

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

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

## AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/17/2010		NET 30		550544468			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO.		UNIT PRICE	AMOUNT	
	DELIVERY DATE	CAT NO.	ITEM NUMBER				
0001	12/14/2010		405-15				
	GASOLINE, AUTOMOTIVE						
	CHANGE ORDER #01						
	TO REMOVE B5-BIO-DIESEL DUE TO ADMINISTRATIVE ERROR.						
	PREVIOUS PO TOTAL==> OPEN END						
	PO NET CHANGE (+)==>						
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>						OPEN END	
						TOTAL	

PURCHASING DIVISION  
 CERTIFIED ENCUMBERED

JUN 23 2010

*Beverly Toler*

*Henry Waxfield*  
 APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802  
 PURCHASING DIVISION AUTHORIZED SIGNATURE  
*06/18/10*

## GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** 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.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, 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.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:  
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** 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, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **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>.
16. **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 agency 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.

FUELTT11 PRICING PAGE

VENDOR: Tri-State Petroleum Corporation \*\* We request local bidders preference.

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	no quote	
	No. 2 Diesel	170,000	no quote	
	No. 2 Diesel w/ Winter add.	50,000	no quote	
	BioDiesel B5	25,000	no quote	
	BioDiesel B5 w/Winter add.	25,000	no quote	
TWO	Unleaded Gasoline/E 10	214,000	no quote	
	No. 2 Diesel	120,000	no quote	
	No. 2 Diesel w/ Winter add.	33,000	no quote	
	BioDiesel B5	16,000	no quote	
	BioDiesel B5 w/Winter add.	16,000	no quote	
THREE	Unleaded Gasoline/E 10	166,000	no quote	
	No. 2 Diesel	181,000	no quote	
	No. 2 Diesel w/ Winter add.	63,000	no quote	
	BioDiesel B5	31,000	no quote	
	BioDiesel B5 w/Winter add.	31,000	no quote	
FOUR	Unleaded Gasoline/E 10	243,000	0.086	PPA, MOH
	No. 2 Diesel	245,000	0.1239	PPA, MOH
	No. 2 Diesel w/ Winter add.	87,000	0.1239	PPA, MOH
	BioDiesel B5	43,000		PPA, MOH
	BioDiesel B5 w/Winter add.	43,000		PPA, MOH
FIVE	Unleaded Gasoline/E 10	167,000	no quote	
	No. 2 Diesel	143,000	no quote	
	No. 2 Diesel w/ Winter add.	55,000	no quote	
	BioDiesel B5	27,000	no quote	
	BioDiesel B5 w/Winter add.	27,000	no quote	
SIX	No. 2 Heating**	25,500	no quote	
	Unleaded Gasoline/E 10	127,000	0.0652	PPA
	No. 2 Diesel	110,000	0.1099	PPA
	No. 2 Diesel w/ Winter add.	52,000	0.1099	PPA
	BioDiesel B5	26,000		PPA
BioDiesel B5 w/Winter add.	26,000		PPA	

Minimum gallonage for T/T delivery: 8000 gas, 7200 fuel, 8000 combination

Able to split deliveries between multiple locations? YES x NO \_\_\_\_\_

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

Fee Amount For: T/T delivery for 4 locations within 30 mile proximity (upcharge): \$50 per location

8000 gas, 7200 fuel, 8000 combo

Emergency Delivery Fee (upcharge): \$250.00

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: Mark W. Smith

Telephone Number: 304-277-3232 x 13, 304-280-2697 cell

Fax Number: 304-277-1437

Signature/Date: Mark W. Smith 05/13/2010



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	DELIVERY DATE	CAT NO.	ITEM NUMBER				
RECEIPT TICKET FOR PURCHASE ORDER: FUELTT011C							
LINE	CATNO	ITEM NUMBER	DESCRIPTION			QTY	DATE
0001		405-15	GASOLINE, AUTOMOTIVE			_____	_____
SIGNATURE _____						DATE _____	
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input type="checkbox"/>							TOTAL

APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE