

Purchase Order



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

PURCHASE ORDER NO.
 OIL05

PAGE
 1

BLANKET RELEASE
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CHANGE ORDER
 14

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

ORDER
 *426142524 304-927-2470
 HARRIS OIL COMPANY INC
 PO BOX 685
 330 OAK DRIVE
 SPENCER, WV 25276

SHIP TO

AGENCY COPY

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
06/02/2008		NET 30		550480256			
SHIP VIA		F.O.B		FREIGHT TERMS		ACCOUNT NUMBER	
BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UOP	VENDOR ITEM NO	UNIT PRICE	AMOUNT		
	DELIVERY DATE	CAT. NO.	ITEM NUMBER				
CHANGE ORDER #14							
REVISED OIL05 PRICING PAGES WERE INADVERTENTLY NOT INCLUDED WITH CHANGE ORDER #13.							
ATTACHED OIL05 UPDATED PRICING PAGES EFFECTIVE 05/02/08							
*****NO ADDITIONAL CHANGES*****							
PURCHASING DIVISION CERTIFIED ENCUMBERED JUN 3 2008 <i>Beverly Toler</i>							
PREVIOUS PO TOTAL ==>				OPEN END			
PO NET CHANGE (+) ==>							
						OPEN END	
						TOTAL	

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

Dwayne Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

J 6/2/08
 JO ANN ADKINS
 304-558-8802

BY *[Signature]*
 PURCHASING DIVISION AUTHORIZED SIGNATURE

**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 or 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, 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 Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
1	Motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil)	24/8 oz. pbs./cs.	PENNZOIL	TWO-CYCLE AIR COOLED	\$ 0.98	Pint	\$ 0.98	
2	Motor oil for lubricating 2 cycle engines (out board motor oil)	12/1 qt. plastic containers	SHELL	NAUTILUS 2-CYCLE	\$ 2.64	Quart	\$ 2.64	
3	Motor oil for all diesel and gasoline engine service SAE30 CF-2-CF/SL	12/1 qt. plastic containers	SHELL	ROTELLA T 30	\$ 2.20	Quart	\$ 2.20	
4	Motor oil for all diesel and gasoline engine service SAE30 CF-2-CF/SL	55 gal. drum	SHELL	ROTELLA T 30	\$ 7.27	Gallon	\$ 7.27	
5A	Motor oil for all diesel and gasoline engine service SAE15W40 API C-J-4/SM	12/1 qt. plastic containers	SHELL	Rimula Super 15W40	\$ 2.03	Quart	\$ 2.03	REPLACES ITEM # 5
6A	Motor oil for all diesel and gasoline engine service SAE15W40 API C-J-4/SM	55 gal. drum	SHELL	Rimula Super 15W40	\$ 7.46	Gallon	\$ 7.46	REPLACES ITEM # 6
7A	Motor oil for all diesel and gasoline engine service SAE15W40 API C-J-4/SM	BUJ.K 6,000 gal. drum	SHELL	Rimula Super 15W40	\$ 6.85	Gallon	\$ 6.95	REPLACES ITEM # 7
8	Motor oil for all diesel and gasoline engine service SAE40 CF-2-CF/SL	55 gal. drum	SHELL	ROTELLA T 40	\$ 7.88	Gallon	\$ 7.88	
9	Motor oil for all diesel and gasoline engine service SAE10 CF/SL	5 gal. containers	SHELL	ROTELLA 10	\$ 8.41	Gallon	\$ 8.41	
10	Motor oil for all diesel and gasoline engine service SAE10 CF/SL	55 gal. drum	SHELL	ROTELLA 10	\$ 7.24	Gallon	\$ 7.24	
11	Motor oil for all diesel and gasoline engine service 5W20 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 5-W-20	\$ 1.81	Quart	\$ 1.81	
12	Motor oil for all diesel and gasoline engine service 5W30 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 5-W-30	\$ 1.81	Quart	\$ 1.81	
13	Motor oil for all diesel and gasoline engine service 5W30 CF/SL	55 gal. drum	SHELL	FORMULASHELL 5-W-30	\$ 7.06	Gallon	\$ 7.06	
14	Motor oil for all diesel and gasoline engine service 10W30 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 10-W-30	\$ 1.76	Quart	\$ 1.76	
15	Motor oil for all diesel and gasoline engine service 10W30 CF/SL	55 gal. drum	SHELL	FORMULASHELL 10-W-30	\$ 6.96	Gallon	\$ 6.96	
16	Motor oil for all diesel and gasoline engine service 10W40 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 10-W-40	\$ 1.76	Quart	\$ 1.76	
17	Motor oil for all diesel and gasoline engine service 10W40 CF/SL	55 gal. drum	SHELL	FORMULASHELL 10-W-40	\$ 6.94	Gallon	\$ 6.94	
18	Motor oil for all diesel and gasoline engine service 20W50 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 20-W-50	\$ 1.76	Quart	\$ 1.76	
19	Motor oil for all diesel and gasoline engine service 20W50 CF/SL	55 gal. drum	SHELL	FORMULASHELL 20-W-50	\$ 6.94	Gallon	\$ 6.94	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
20	Extreme pressure gear lubricant 80W/90	35 lb. containers	SHELL	SPIRAX HDGO 80-W-90	\$ 1.33	Pound	\$ 1.33	
21	Extreme pressure gear lubricant 85W/140	35 lb. containers	SHELL	SPIRAX HDGO 85-W-140	\$ 1.34	Pound	\$ 1.34	
22	Extreme pressure gear lubricant 80W/90	120 lb. containers	SHELL	SPIRAX HDGO 80-W-90	\$ 1.350	Pound	\$ 1.350	
23	Extreme pressure gear lubricant 85W/140	120 lb. containers	SHELL	SPIRAX HDGO 85-W-140	\$ 1.350	Pound	\$ 1.350	
24	Extreme pressure gear lubricant rimeral gear lube 90	35 lb. containers	SHELL	DENTAX 80-W-90	\$ 1.25	Pound	\$ 1.25	
25	Extreme pressure gear lubricant Semi fluid 760	35 lb. containers	SHELL	ALVANIA EP#00	\$ 1.64	Pound	\$ 1.64	
26A	Synthetic gear lubricant for manual transmissions	33 lb. / 4.59 gal containers	PENNZOIL	LONG-LIFE® TRANSMISSION FLUID EW 50	\$ 2.87	Pound	\$ 2.87	REPLACES ITEM # 26
27	Wheel bearing and chassis grease winter weight NLGI #1	14.1oz tubes 10 tube/case	SHELL	RETINAX LX # 1	\$ 1.89	Tube	\$ 1.89	
28	Wheel bearing and chassis grease winter weight NLGI #1	35 lb. containers	SHELL	RETINAX LX # 1		Pound		DISCONTINUED
29	Wheel bearing and chassis grease summer weight NLGI #1	120 lb. containers	SHELL	RETINAX LX # 1	\$ 1.73	Pound	\$ 1.73	
30A	Wheel bearing and chassis grease summer weight NLGI #2	14.1oz tubes - 10 tube/case	SHELL	RETINAX® LX 2	\$ 1.87	Tube	\$ 1.87	REPLACES ITEM # 30
31A	Wheel bearing and chassis grease summer weight NLGI #2	35 lb. containers	SHELL	RETINAX® LX 2	\$ 1.73	Pound	\$ 1.73	REPLACES ITEM # 31
32A	Wheel bearing and chassis grease summer weight NLGI #2	120 lb. containers	SHELL	RETINAX® LX2	\$ 1.77	Pound	\$ 1.77	REPLACES ITEM # 32
33A	All purpose grease (3% moly) water and heat resistant grease NGLI #2	14.1oz tubes - 10 tube/case	SHELL	RETINAX CMX2	\$ 2.37	Tube	\$ 2.37	REPLACES ITEM # 33
34A	All purpose grease (3% moly) water and heat resistant grease NGLI #2	35 lb. containers	SHELL	RETINAX CMX2	\$ 2.33	Pound	\$ 2.33	REPLACES ITEM # 34
35A	All purpose grease (3% moly) water and heat resistant grease NGLI #2	120 lb. containers	SHELL	RETINAX CMX2	\$ 2.28	Pound	\$ 2.28	REPLACES ITEM # 35
36	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal. container	SHELL	TELLUST 22	\$ 9.45	Gallon	\$ 9.45	
37	Hydraulic oil-light weight	5 gal. container	SHELL	TELLUS 32	\$ 7.72	Gallon	\$ 7.72	
38	Hydraulic oil-light weight	55 gal. drum	SHELL	AW 32	\$ 5.54	Gallon	\$ 5.54	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
39	Hydraulic oil-medium weight	5 gal. container	SHELL	TELLUS 46	\$ 7.72	Gallon	\$ 7.72	
40	Hydraulic oil-medium weight	55 gal. drum	SHELL	AW 46	\$ 5.54	Gallon	\$ 5.54	
41	Hydraulic oil-heavy weight	5 gal. container	SHELL	TELLUS 68	\$ 7.72	Gallon	\$ 7.72	
42	Hydraulic oil-heavy weight	55 gal. drum	SHELL	AW 68	\$ 5.54	Gallon	\$ 5.54	
43	Transmission fluid - Multi Vehicle ATF	12/1 qt. plastic containers	SHELL	FORMULASHELL ATF	\$ 1.63	Quart	\$ 1.63	
44	Transmission fluid - Multi Vehicle ATF	55 gal. drum	SHELL	FORMULASHELL ATF	\$ 7.00	Gallon	\$ 7.00	
45	Transmission fluid - TO - 4 fluid	5 gal. container	PENNZOIL	POWERTRANS TO-4		Gallon		DISCONTINUED
45A	Transmission fluid - TO - 4 fluid	5 gal. container	SHELL	DONAX® TC OIL 10W	\$ 8.87	Gallon	\$ 8.87	REPLACES ITEM # 45
46	Transmission fluid - TO - 4 fluid	55 gal. drum	PENNZOIL	POWERTRANS TO-4		Gallon		DISCONTINUED
46A	Transmission fluid - TO - 4 fluid	55 gal. drum	SHELL	DONAX® TC OIL 10W	\$ 8.33	Gallon	\$ 8.33	REPLACES ITEM # 46
47	Automatic Transmission Fluid equal to Valvoline Maxlife ATF	12/1 qt. plastic containers	QUAKER STATE	MULTI-VEHICLE ATF	\$ 2.81	Quart	\$ 2.81	
48	Combination fluid, combination hydraulic	5 gal. container	QUAKER STATE	UNIVERSAL TRACTOR HYD.	\$ 8.74	Gallon	\$ 8.74	
49	Combination fluid, combination hydraulic	55 gal. drum	QUAKER STATE	UNIVERSAL TRACTOR HYD.	\$ 7.49	Gallon	\$ 7.49	
50	Compounded steam cylinder oil (must meet the requirements for (AGMA))	55 gal. drum (AGMA 8 grade 165)	SHELL	VALVATA OIL J-680	\$ 7.77	Gallon	\$ 7.77	
51	Compounded steam cylinder oil (must meet the requirements for (AGMA))	55 gal. drum (AGMA 8 grade 200)	SHELL	VALVATA OIL J-1000	\$ 8.84	Gallon	\$ 8.84	
52	Railroad diesel engine oil must be a generation 4 oil as designated by (LOMA) EMD approved	55 gal. drum (LOMA) generation 4 SAE40	SHELL	CAPRINUS XR-40	\$ 7.96	Gallon	\$ 7.96	
53	Synthetic motor oil for gasoline and diesel engines SAE5W30	12/1 qt. plastic containers	SHELL	FORMULASHELL SYN. 5-W-30	\$ 3.22	Quart	\$ 3.22	
54	Synthetic motor oil for gasoline and diesel engines SAE10W30	12/1 qt. plastic containers	SHELL	FORMULASHELL SYN. 10-W-30	\$ 3.22	Quart	\$ 3.22	
55	Synthetic motor oil for gasoline and diesel engines SAE10W40	12/1 qt. plastic containers	SHELL	ROTELLA T SYN. 5-W-40	\$ 3.62	Quart	\$ 3.62	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
56	Synthetic hydraulic oil-light weight	5 gal. container	SHELL	TELLUS HD 32	\$ 23.50	Gallon	\$ 23.50	
57	Synthetic hydraulic oil-light weight	55 gal. drum	SHELL	TELLUS HD 32	\$ 22.34	Gallon	\$ 22.34	
58	Synthetic hydraulic oil-medium weight	5 gal. drum	SHELL	TELLUS HD 46	\$ 21.88	Gallon	\$ 21.88	
59	Synthetic hydraulic oil-medium weight	55 gal. drum	SHELL	TELLUS HD 46	\$ 21.99	Gallon	\$ 21.99	
60	Synthetic hydraulic oil-heavy weight	5 gal. container	SHELL	TELLUS HD 68	\$ 21.95	Gallon	\$ 21.95	
61	Synthetic hydraulic oil-heavy weight	55 gal. drum	SHELL	TELLUS HD 68	\$ 21.50	Gallon	\$ 21.50	
62	Synthetic transmission fluid - universal ATF	12 /1 qt. plastic containers	MOBIL	MOBIL 1 SYN. ATF	\$ 4.62	Quart	\$ 4.62	
63	Synthetic transmission fluid - universal ATF	6 /1 qt. plastic containers	MOBIL	MOBIL 1 SYN. ATF	\$ 4.62	Quart	\$ 4.62	
64	Synthetic transmission fluid - universal ATF	55 gal. drum	MOBIL	MOBIL 1 SYN. ATF	\$ 19.08	Gallon	\$ 19.08	
65	Synthetic gear lubricant for manual transmissions	12 /1 qt. plastic containers	N/A					
66A	Synthetic gear lubricant for manual transmissions	37.5 lb. / 52.37 gal. drum	PENNZOIL	LONG-LIFE® TRANSMISSION FLUID EW 50	\$ 2.79	Pound	\$ 2.79	REPLACES ITEM #66
67	Synthetic universal grease	14.1oz tubes 10 tube/case	SHELL	ALBIDA SLC 220	\$ 6.07	Tube	\$ 6.07	
68	Synthetic universal grease	35 lb. container	SHELL	ALBIDA SLC 220	\$ 4.45	Pound	\$ 4.45	
69	Synthetic universal grease	120 lb. container	SHELL	ALBIDA SLC 220	\$ 4.42	Pound	\$ 4.42	
70	Synthesized multipurpose gear lubricant 75W90	35 lb. container	PENNZOIL	GEARPLUS SUPER EW 75-W-90		Pound		DISCONTINUED
71	Synthesized multipurpose gear lubricant 80W140	35 lb. container	PENNZOIL	GEARPLUS SUPER EW 80-W-140		Pound		DISCONTINUED
72	Synthesized multipurpose gear lubricant 75W90	120 lb. container	PENNZOIL	GEARPLUS SUPER EW 75-W-90		Pound		DISCONTINUED
73	Synthesized multipurpose gear lubricant 80W140	120 lb. container	PENNZOIL	GEARPLUS SUPER EW 80-W-140		Pound		DISCONTINUED
74	Limited Slip gear lubricant	35 lb. container	PENNZOIL	GEARPLUS 80-W-90	\$ 1.49	Pound	\$ 1.49	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
75	Limited Slip gear lubricant	120 lb. container	PENNZOIL	GEARPLUS 80-W-90	\$ 1.44	Pound	\$ 1.44	
76	Motor oil for all diesel and gasoline engine service 5W/20 CF/SI	55 gal. drum	SHELL	FORMULASHELL 5-W-20	\$ 7.12	Gallon	\$ 7.12	
77	Transmission fluid - Dexron-VI - ATF	6 1/1 qt. plastic containers	PENNZOIL	DEXRON® VI ATF	\$ 3.97	Quart	\$ 3.97	NEW ADDITION
70A	Synthesized multipurpose gear lubricant 75W/90	35 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 75W/90	\$ 2.85	Pound	\$ 2.85	REPLACES ITEM #70
71A	Synthesized multipurpose gear lubricant 80W/140	35 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 80W/140	\$ 2.74	Pound	\$ 2.74	REPLACES ITEM #71
72A	Synthesized multipurpose gear lubricant 75W/90	120 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 75W/90	\$ 2.87	Pound	\$ 2.87	REPLACES ITEM #72
73A	Synthesized multipurpose gear lubricant 80W/140	120 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 80W/140	\$ 2.77	Pound	\$ 2.77	REPLACES ITEM #73

ITEMS IN RED ARE DISCONTINUED - ITEMS IN BLUE DIRECT REPLACEMENTS



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 Department of Administration
 Purchasing Division
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 Post Office Box 50130
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TERMS AND CONDITIONS

INVOICE TO

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AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

BUYER

*426142524 304-927-2470
HARRIS OIL COMPANY INC
PO BOX 685
330 OAK DRIVE
SPENCER, WV 25276

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BEST WAY		DESTINATION		PREPAID		MUL-MUL	
LINE	QUANTITY	UQP	VENDOR ITEM NO		UNIT PRICE		AMOUNT
	DELIVERY DATE	CAT NO	ITEM NUMBER				
			RECEIPT TICKET FOR PURCHASE ORDER:		OIL05		
			DESCRIPTION		QTY		DATE
0001		405-39	LUBRICANTS, OIL AND GREASES		_____		_____
			SIGNATURE _____		DATE _____		
							TOTAL

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

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

BY _____
PURCHASING DIVISION AUTHORIZED SIGNATURE