



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.
OIL05

PAGE
1

BLANKET RELEASE
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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.

CHANGE ORDER
16

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

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

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

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

AGENCY COPY

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
08/21/2008		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 #16				
			TO ATTACH REVISED PRICE SHEETS.				
			----- NO OTHER CHANGES -----				
				PREVIOUS PO TOTAL==>	OPEN END		
				PO NET CHANGE (+)==>			

PURCHASING DIVISION
CERTIFIED ENCUMBERED

AUG 25 2008

Beverly Toler

Sum 8/21/08

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

Daune Wayfield

OPEN END

TOTAL

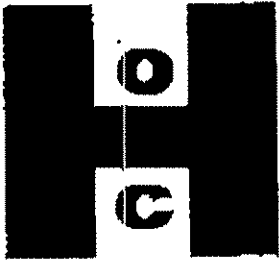
JO ANN ADKINS 304-558-8802

BY *[Signature]*
PURCHASING DIVISION AUTHORIZED SIGNATURE

APPROVED AS TO FORM BY
ASSISTANT ATTORNEY GENERAL

**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, 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.
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 Alcohol 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."



Harris Oil Company, Inc.
330 Oak Drive -PO Box 685
Spencer, WV 25276
www.harrisoil.com
Phone: (304) 927-2470 or (304)927-3360
Fax: (304) 927-4972

August 11, 2008

Department of Administration
Purchasing Division
Acquisitions Unit
State Capitol Complex
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305

ATTN: JoAnn Adkins

Dear JoAnn,

Please be advised the Oil-05 prices will be increasing on August 12, 2008.
Please find enclosed "New Oil-05 Price Sheets", change order # 9.
I have also attached a second spreadsheet with the Shell-Pennzoil- Quaker
State Authorized Distributor Price Change Amounts.

If you have any questions or need additional information, please feel free to
contact me.

Sincerely,

Wayne Harris
Harris Oil Company
(304)927-2470
wh/sg

RECEIVED
08 AUG 11 PM 3:56
PURCHASING DIVISION
STATE OF WV

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE LOAD TRUCK	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. pts./cs.	PENNZOIL	TWO-CYCLE AIR COOLED	\$ 1.02875	Pint	\$ 1.02875	
2	Motor oil for lubricating 2 cycle engines (out board motor oil)	12/1 qt. plastic containers	SHELL	NAUTILUS 2-CYCLE	\$ 2.835	Quart	\$ 2.835	
3	Motor oil for all diesel and gasoline engine service SAE30 CF-2 CF/SL	12/1 qt. plastic containers	SHELL	ROTELLA T 30	\$ 2.395	Quart	\$ 2.395	
4	Motor oil for all diesel and gasoline engine service SAE30 CF-2 CF/SL	55 gal. drum	SHELL	ROTELLA T 30	\$ 8.05	Gallon	\$ 8.05	
5A	Motor oil for all diesel and gasoline engine service SAE15W40 API CJ-4 /SM	12 /1 qt. plastic containers	SHELL	Rimula Super 15W40	\$ 2.225	Quart	\$ 2.225	REPLACES ITEM # 5
6A	Motor oil for all diesel and gasoline engine service SAE15W40 API CJ-4 /SM	55 gal. drum	SHELL	Rimula Super 15W40	\$ 8.24	Gallon	\$ 8.24	REPLACES ITEM # 6
7A	Motor oil for all diesel and gasoline engine service SAE15W40 API CJ-4 /SM	BULK 6,000 gal. drum	SHELL	Rimula Super 15W40	\$ 7.63	Gallon	\$ 7.77	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	\$ 8.66	Gallon	\$ 8.66	
9	Motor oil for all diesel and gasoline engine service SAE10 CF/SL	5 gal containers	SHELL	ROTELLA 10	\$ 9.19	Gallon	\$ 9.19	
10	Motor oil for all diesel and gasoline engine service SAE10 CF/SL	55 gal. drum	SHELL	ROTELLA 10	\$ 8.02	Gallon	\$ 8.02	
11	Motor oil for all diesel and gasoline engine service 5W20 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 5-W-20	\$ 2.005	Quart	\$ 2.005	
12	Motor oil for all diesel and gasoline engine service 5W30 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 5-W-30	\$ 2.005	Quart	\$ 2.005	
13	Motor oil for all diesel and gasoline engine service 5W30 CF/SL	55 gal. drum	SHELL	FORMULASHELL 5-W-30	\$ 7.84	Gallon	\$ 7.84	
14	Motor oil for all diesel and gasoline engine service 10W30 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 10-W-30	\$ 1.955	Quart	\$ 1.955	
15	Motor oil for all diesel and gasoline engine service 10W30 CF/SL	55 gal. drum	SHELL	FORMULASHELL 10-W-30	\$ 7.74	Gallon	\$ 7.74	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE LOAD	TRUCK	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
16	Motor oil for all diesel and gasoline engine service 10W40 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 10-W-40	\$	1.955	Quart	\$ 1.955	
17	Motor oil for all diesel and gasoline engine service 10W40 CF/SL	55 gal. drum	SHELL	FORMULASHELL 10-W-40	\$	7.72	Gallon	\$ 7.72	
18	Motor oil for all diesel and gasoline engine service 20W50 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL 20-W-50	\$	1.955	Quart	\$ 1.955	
19	Motor oil for all diesel and gasoline engine service 20W50 CF/SL	55 gal. drum	SHELL	FORMULASHELL 20-W-50	\$	7.72	Gallon	\$ 7.72	
20	Extreme pressure gear lubricant 80W90	35 lb. containers	SHELL	SPIRAX HDGO 80-W-90	\$	1.43	Pound	\$ 1.43	
21	Extreme pressure gear lubricant 85W140	35 lb. containers	SHELL	SPIRAX HDGO 85-W-140	\$	1.44	Pound	\$ 1.44	
22	Extreme pressure gear lubricant 80W90	120 lb. containers	SHELL	SPIRAX HDGO 80-W-90	\$	1.450	Pound	\$ 1.450	
23	Extreme pressure gear lubricant 85W140	120 lb. containers	SHELL	SPIRAX HDGO 85-W-140	\$	1.450	Pound	\$ 1.450	
24	Extreme pressure gear lubricant mineral gear lube 90	35 lb. containers	SHELL	DENTAX 80-W-90	\$	1.35	Pound	\$ 1.35	
25	Extreme pressure gear lubricant Semifluid 760	35 lb. containers	SHELL	ALVANIA EP#00	\$	1.74	Pound	\$ 1.74	
26A	Synthetic gear lubricant for manual transmissions	33 lb. / 4.59 gal containers	PENNZOIL	LONG-LIFE® TRANSMISSION FLUID EW 50	\$	2.98	Pound	\$ 2.98	REPLACES ITEM # 26
27	Wheel bearing and chassis grease winter weight NLGI #1	14.1oz tubes 10 tube/case	SHELL	RETINAX LX # 1	\$	1.98	Tube	\$ 1.98	
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	\$	1.83	Pound	\$ 1.83	
30A	Wheel bearing and chassis grease summer weight NLGI #2	14.1oz tubes - 10 tube/case	SHELL	RETINAX® LX 2	\$	1.96	Tube	\$ 1.96	REPLACES ITEM # 30

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE LOAD	TRUCK	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
31A	Wheel bearing and chassis grease summer weight NLGI #2	35 lb. containers	SHELL	RETINAX® LX 2	\$	1.83	Pound	\$ 1.83	REPLACES ITEM # 31
32A	Wheel bearing and chassis grease summer weight NLGI #2	120 lb. containers	SHELL	RETINAX® LX2	\$	1.87	Pound	\$ 1.87	REPLACES ITEM # 32
33A	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14.1oz tubes - 10 tube/case	SHELL	RETINAX CMX2	\$	2.46	Tube	\$ 2.46	REPLACES ITEM # 33
34A	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb. containers	SHELL	RETINAX CMX2	\$	2.43	Pound	\$ 2.43	REPLACES ITEM # 34
35A	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb. containers	SHELL	RETINAX CMX2	\$	2.38	Pound	\$ 2.38	REPLACES ITEM # 35
36	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal. container	SHELL	TELLUS T 22	\$	10.23	Gallon	\$ 10.23	
37	Hydraulic oil-light weight	5 gal. container	SHELL	TELLUS 32	\$	8.50	Gallon	\$ 8.50	
38	Hydraulic oil-light weight	55 gal. drum	SHELL	AW 32	\$	6.14	Gallon	\$ 6.14	
39	Hydraulic oil-medium weight	5 gal. container	SHELL	TELLUS 46	\$	8.50	Gallon	\$ 8.50	
40	Hydraulic oil-medium weight	55 gal. drum	SHELL	AW 46	\$	6.14	Gallon	\$ 6.14	
41	Hydraulic oil-heavy weight	5 gal. container	SHELL	TELLUS 68	\$	8.50	Gallon	\$ 8.50	
42	Hydraulic oil-heavy weight	55 gal. drum	SHELL	AW 68	\$	6.14	Gallon	\$ 6.14	
43	Transmission fluid - Multi Vehicle ATF	12/1 qt. plastic containers	SHELL	FORMULASHELL ATF	\$	1.825	Quart	\$ 1.825	
44	Transmission fluid - Multi Vehicle ATF	55 gal. drum	SHELL	FORMULASHELL ATF	\$	7.78	Gallon	\$ 7.78	
45	Transmission fluid - TO - 4 fluid	5 gal. container	PENNZOIL	POWERTRANS TO-4			Gallon		DISCONTINUED

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE LOAD	TRUCK	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
45A	Transmission fluid - TO - 4 fluid	5 gal. container	SHELL	DONAX® TC OIL 10W, 30W, 50W	\$	9.65	Gallon	\$ 9.65	REPLACES ITEM # 45
46	Transmission fluid - TO - 4 fluid	55 gal. drum	PENNZOIL	POWERTRANZ TO-4			Gallon		DISCONTINUED
46A	Transmission fluid - TO - 4 fluid	55 gal. drum	SHELL	DONAX® TC OIL 10W, 30W, 50W	\$	9.11	Gallon	\$ 9.11	REPLACES ITEM # 46
47	Automatic Transmission Fluid equal to Valvoline Maxlife ATF	12/1 qt. plastic containers	QUAKER STATE	MULTI-VEHICLE ATF	\$	3.005	Quart	\$ 3.005	
48	Combination fluid, combination hydraulic	5 gal. container	QUAKER STATE	UNIVERSAL TRACTOR HYD.	\$	9.52	Gallon	\$ 9.52	
49	Combination fluid, combination hydraulic	55 gal. drum	QUAKER STATE	UNIVERSAL TRACTOR HYD.	\$	8.27	Gallon	\$ 8.27	
50	Compounded steam cylinder oil (must meet the requirements for (AGMA))	55 gal. drum (AGMA 8 grade 165)	SHELL	VALVATA OIL J-680	\$	8.55	Gallon	\$ 8.55	
51	Compounded steam cylinder oil (must meet the requirements for (AGMA))	55 gal. drum (AGMA 8 grade 200)	SHELL	VALVATA OIL J-1000	\$	9.62	Gallon	\$ 9.62	
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	\$	8.74	Gallon	\$ 8.74	
53	Synthetic motor oil for gasoline and diesel engines SAE5W30 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL SYN. 5-W-30	\$	3.46	Quart	\$ 3.46	
54	Synthetic motor oil for gasoline and diesel engines SAE10W30 CF/SL	12/1 qt. plastic containers	SHELL	FORMULASHELL SYN. 10-W-30	\$	3.46	Quart	\$ 3.46	
55	Synthetic motor oil for gasoline and diesel engines SAE 5W40 CH-4/SL	12/1 qt. plastic containers	SHELL	ROTELLA T SYN. 5-W-40	\$	3.86	Quart	\$ 3.86	
56	Synthetic hydraulic oil-light weight	5 gal. container	SHELL	TELLUS HD 32	\$	24.46	Gallon	\$ 24.46	
57	Synthetic hydraulic oil-light weight	55 gal. drum	SHELL	TELLUS HD 32	\$	23.30	Gallon	\$ 23.30	
58	Synthetic hydraulic oil-medium weight	5 gal. drum	SHELL	TELLUS HD 46	\$	22.84	Gallon	\$ 22.84	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE LOAD	TRUCK	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
74	Limited Slip gear lubricant	35 lb. container	PENNZOIL	GEARPLUS 80-W-90	\$	1.59	Pound	\$ 1.59	
75	Limited Slip gear lubricant	120 lb. container	PENNZOIL	GEARPLUS 80-W-90	\$	1.54	Pound	\$ 1.54	
76	Motor oil for all diesel and gasoline engine service 5W20 CF/SL	55 gal. drum	SHELL	FORMULASHELL 5-W-20	\$	7.90	Gallon	\$ 7.90	
77	Transmission fluid - Dexron-VI - ATF	6 /1 qt. plastic containers	PENNZOIL	DEXRON® VI ATF	\$	4.165	Quart	\$ 4.165	NEW ADDITION
70A	Synthesized multipurpose gear lubricant 75W90	35 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 75W90	\$	2.95	Pound	\$ 2.95	REPLACES ITEM #70
71A	Synthesized multipurpose gear lubricant 80W140	35 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 80W140	\$	2.84	Pound	\$ 2.84	REPLACES ITEM #71
72A	Synthesized multipurpose gear lubricant 75W90	120 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 75W90	\$	2.97	Pound	\$ 2.97	REPLACES ITEM #72
73A	Synthesized multipurpose gear lubricant 80W140	120 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 80W140	\$	2.87	Pound	\$ 2.87	REPLACES ITEM #73

ITEMS IN RED ARE DISCONTINUED - ITEMS IN BLUE DIRECT REPLACEMENTS