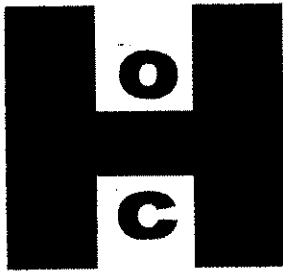


**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

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

September 12, 2008

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

RECEIVED
2008 SEP -9 PM 2:44
WV PURCHASING
DIVISION

ATTN: JoAnn Adkins

Dear JoAnn,

Please be advised the Oil-05 prices will be increasing on September 12, 2008. Please find enclosed **"New Oil-05 Price Sheets"**, **change order # 10**. 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/ab

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	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. Dis./cs.	PENNZOIL	TWO-CYCLE AIR COOLED	\$ 1.08	Pint	\$ 1.08	
2	Motor oil for lubricating 2 cycle engines (out board motor oil)	12/1 qt. plastic containers	SHELL	NAUTILUS 2-CYCLE	\$ 3.055	Quart	\$ 3.055	
3	Motor oil for all diesel and gasoline engine service SAE30	12/1 qt. plastic containers	SHELL	ROTELLA T 30	\$ 2.595	Quart	\$ 2.595	
4	Motor oil for all diesel and gasoline engine service SAE30	55 gal. drum	SHELL	ROTELLA T 30	\$ 8.85	Gallon	\$ 8.85	
5A	Motor oil for all diesel and gasoline engine service SAE15W40	12/1 qt. plastic containers	SHELL	Rimula Super 15W40	\$ 2.425	Quart	\$ 2.425	REPLACES ITEM # 5
6A	Motor oil for all diesel and gasoline engine service SAE15W40	55 gal. drum	SHELL	Rimula Super 15W40	\$ 9.04	Gallon	\$ 9.04	REPLACES ITEM # 6
7A	Motor oil for all diesel and gasoline engine service SAE15W40	BULK 6,000 gal. drum	SHELL	Rimula Super 15W40	\$ 8.31	Gallon	\$ 8.45	REPLACES ITEM # 7
8	Motor oil for all diesel and gasoline engine service SAE40	55 gal. drum	SHELL	ROTELLA T 40	\$ 9.45	Gallon	\$ 9.45	
9	Motor oil for all diesel and gasoline engine service SAE10	5 gal. containers	SHELL	ROTELLA 10	\$ 9.99	Gallon	\$ 9.99	
10	Motor oil for all diesel and gasoline engine service SAE10	55 gal. drum	SHELL	ROTELLA 10	\$ 8.82	Gallon	\$ 8.82	
11	Motor oil for all diesel and gasoline engine service SAE20	12/1 qt. plastic containers	SHELL	FORMULASHELL 5-W-20	\$ 2.235	Quart	\$ 2.235	
12	Motor oil for all diesel and gasoline engine service SAE30	12/1 qt. plastic containers	SHELL	FORMULASHELL 5-W-30	\$ 2.235	Quart	\$ 2.235	
13	Motor oil for all diesel and gasoline engine service SAE30	55 gal. drum	SHELL	FORMULASHELL 5-W-30	\$ 8.74	Gallon	\$ 8.74	
14	Motor oil for all diesel and gasoline engine service 10W30	12/1 qt. plastic containers	SHELL	FORMULASHELL 10-W-30	\$ 2.185	Quart	\$ 2.185	
15	Motor oil for all diesel and gasoline engine service 10W30	55 gal. drum	SHELL	FORMULASHELL 10-W-30	\$ 8.64	Gallon	\$ 8.64	
16	Motor oil for all diesel and gasoline engine service 10W40	12/1 qt. plastic containers	SHELL	FORMULASHELL 10-W-40	\$ 2.185	Quart	\$ 2.185	
17	Motor oil for all diesel and gasoline engine service 10W40	55 gal. drum	SHELL	FORMULASHELL 10-W-40	\$ 8.62	Gallon	\$ 8.62	
18	Motor oil for all diesel and gasoline engine service 20W50	12/1 qt. plastic containers	SHELL	FORMULASHELL 20-W-50	\$ 2.185	Quart	\$ 2.185	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
19	Motor oil for all diesel and gasoline engine service 20W/50 C/F/S/L	55 gal drum	SHELL	FORMULASHELL 20-W-50	8.62	Gallon	8.62	
20	Extreme pressure gear lubricant 80W/90	35 lb. containers	SHELL	SPIRAX HDGO 80-W-90	1.35	Pound	1.35	
21	Extreme pressure gear lubricant 85W/140	35 lb. containers	SHELL	SPIRAX HDGO 85-W-140	1.56	Pound	1.56	
22	Extreme pressure gear lubricant 80W/90	120 lb. containers	SHELL	SPIRAX HDGO 80-W-90	1.57	Pound	1.570	
23	Extreme pressure gear lubricant 85W/140	120 lb. containers	SHELL	SPIRAX HDGO 85-W-140	1.57	Pound	1.570	
24	Extreme pressure gear lubricant mineral gear tube 90	35 lb. containers	SHELL	DENTAX 80-W-90	1.47	Pound	1.47	
25	Extreme pressure gear lubricant Semifluid 760	35 lb. containers	SHELL	ALVANIA EP#00	1.86	Pound	1.86	
26A	Synthetic gear lubricant for manual transmissions	33 lb. / 4.59 gal containers	PENNZOIL	LONG-LIFE® TRANSMISSION FLUID EW 50	3.10	Pound	3.10	REPLACES ITEM # 26
27	Wheel bearing and chassis grease winter weight NLGI #1	14.1oz tubes 10 tube/case	SHELL	RETINAX LX # 1	2.02	Tube	2.02	
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	1.87	Pound	1.87	
30A	Wheel bearing and chassis grease summer weight NLGI #2	14.1oz tubes - 10 tube/case	SHELL	RETINAX® LX 2	2.00	Tube	2.00	REPLACES ITEM # 30
31A	Wheel bearing and chassis grease summer weight NLGI #2	35 lb. containers	SHELL	RETINAX® LX 2	1.87	Pound	1.87	REPLACES ITEM # 31
32A	Wheel bearing and chassis grease summer weight NLGI #2	120 lb. containers	SHELL	RETINAX® LX2	1.91	Pound	1.91	REPLACES ITEM # 32
33A	All purpose grease (3% moly) water and heat resistant grease NGLI #2	14.1oz tubes - 10 tube/case	SHELL	RETINAX CMAX2	2.55	Tube	2.55	REPLACES ITEM # 33
34A	All purpose grease (3% moly) water and heat resistant grease NGLI #2	35 lb. containers	SHELL	RETINAX CMAX2	2.53	Pound	2.53	REPLACES ITEM # 34
35A	All purpose grease (3% moly) water and heat resistant grease NGLI #2	120 lb. containers	SHELL	RETINAX CMAX2	2.48	Pound	2.48	REPLACES ITEM # 35
36	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal. container	SHELL	TELLUST T22	11.11	Gallon	11.11	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
37	Hydraulic oil-light weight	5 gal. container	SHELL	TELLUS 32	\$ 9.38	Gallon	\$ 9.38	
38	Hydraulic oil-light weight	55 gal. drum	SHELL	AW 32	\$ 6.82	Gallon	\$ 6.82	
39	Hydraulic oil-medium weight	5 gal. container	SHELL	TELLUS 46	\$ 9.38	Gallon	\$ 9.38	
40	Hydraulic oil-medium weight	55 gal. drum	SHELL	AW 46	\$ 6.82	Gallon	\$ 6.82	
41	Hydraulic oil-heavy weight	5 gal. container	SHELL	TELLUS 68	\$ 9.38	Gallon	\$ 9.38	
42	Hydraulic oil-heavy weight	55 gal. drum	SHELL	AW 68	\$ 6.82	Gallon	\$ 6.82	
43	Transmission fluid - Multi Vehicle ATF	12/1 qt. plastic containers	SHELL	FORMULASHELL ATF	\$ 2.025	Quart	\$ 2.025	
44	Transmission fluid - Multi Vehicle ATF	55 gal. drum	SHELL	FORMULASHELL ATF	\$ 8.58	Gallon	\$ 8.58	
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	DONAXX® TC OIL 10W	\$ 10.53	Gallon	\$ 10.53	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	DONAXX® TC OIL 10W	\$ 9.99	Gallon	\$ 9.99	REPLACES ITEM # 47
47	Automatic Transmission Fluid equal to Valvoline Maxlife ATF	12/1 qt. plastic containers	QUAKER STATE	MULTI-VEHICLE ATF	\$ 3.205	Quart	\$ 3.205	
48	Combination fluid, combination hydraulic	5 gal. container	QUAKER STATE	UNIVERSAL TRACTOR HYD.	\$ 10.40	Gallon	\$ 10.40	
49	Combination fluid, combination hydraulic	55 gal. drum	QUAKER STATE	UNIVERSAL TRACTOR HYD.	\$ 9.15	Gallon	\$ 9.15	
50	Compounded steam cylinder oil (must meet the requirements for (ACMA))	55 gal. drum (ACMA 8 grade 165)	SHELL	VALVATA OIL J-680	\$ 9.43	Gallon	\$ 9.43	
51	Compounded steam cylinder oil (must meet the requirements for (ACMA))	55 gal. drum (ACMA 8 grade 200)	SHELL	VALVATA OIL J-1000	\$ 10.50	Gallon	\$ 10.50	
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	\$ 9.54	Gallon	\$ 9.54	

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
53	Synthetic motor oil for gasoline and diesel engines SAE5W30 CF/S/L	12/1 qt. plastic containers	SHELL	FORMULASHELL SYN. 5-W-30	\$ 3.70	Quart	\$ 3.70	
54	Synthetic motor oil for gasoline and diesel engines SAE10W30 CF/S/L	12/1 qt. plastic containers	SHELL	FORMULASHELL SYN. 10-W-30	\$ 3.70	Quart	\$ 3.70	
55	Synthetic motor oil for gasoline and diesel engines SAE 5W40 CH-4/S/L	12/1 qt. plastic containers	SHELL	ROTELLA T SYN. 5-W-40	\$ 4.09	Quart	\$ 4.09	
56	Synthetic hydraulic oil-light weight	5 gal. container	SHELL	TELLUS HD 32	\$ 25.34	Gallon	\$ 25.34	
57	Synthetic hydraulic oil-light weight	55 gal. drum	SHELL	TELLUS HD 32	\$ 24.18	Gallon	\$ 24.18	
58	Synthetic hydraulic oil-medium weight	5 gal. drum	SHELL	TELLUS HD 46	\$ 23.72	Gallon	\$ 23.72	
59	Synthetic hydraulic oil-medium weight	55 gal. drum	SHELL	TELLUS HD 46	\$ 23.84	Gallon	\$ 23.84	
60	Synthetic hydraulic oil-heavy weight	5 gal. container	SHELL	TELLUS HD 68	\$ 23.79	Gallon	\$ 23.79	
61	Synthetic hydraulic oil-heavy weight	55 gal. drum	SHELL	TELLUS HD 68	\$ 23.34	Gallon	\$ 23.34	
62	Synthetic transmission fluid - universal ATF	12 1/1 qt. plastic containers	MOBIL	MOBIL 1 SYN. ATF	\$ 4.62	Quart	\$ 4.62	
63	Synthetic transmission fluid - universal ATF	6 1/1 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 1/1 qt. plastic containers	N/A					
66A	Synthetic gear lubricant for manual transmissions	375 lb. / 52.37 gal. drum	PENNZOIL	LONG-LIFE® TRANSMISSION FLUID EW 50	\$ 3.02	Pound	\$ 3.02	REPLACES ITEM #66
67	Synthetic universal grease	14 1oz tubes 10 tubecase	SHELL	ALBIDA SLC 220	\$ 6.31	Tube	\$ 6.31	
68	Synthetic universal grease	35 lb. container	SHELL	ALBIDA SLC 220	\$ 4.72	Pound	\$ 4.72	
69	Synthetic universal grease	120 lb. container	SHELL	ALBIDA SLC 220	\$ 4.69	Pound	\$ 4.69	
70	Synthesized multipurpose gear lubricant 75W90	35 lb. container	PENNZOIL	GEARPLUS SUPER EW 75-W-90		Pound		DISCONTINUED

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFG#	BRAND BID	UNIT PRICE TRUCK LOAD	UNIT OF MEASUREMENT	UNIT PRICE LESS THAN TRUCK LOAD	REPLACEMENT PRODUCTS
71	Synthesized multipurpose gear lubricant 80W-140	35 lb. container	PENNZOIL	GEARPLUS SUPER EW 80-W-140		Pound		DISCONTINUED
72	Synthesized multipurpose gear lubricant 75W-90	120 lb. container	PENNZOIL	GEARPLUS SUPER EW 75-W-90		Pound		DISCONTINUED
73	Synthesized multipurpose gear lubricant 80W-140	120 lb. container	PENNZOIL	GEARPLUS SUPER EW 80-W-140		Pound		DISCONTINUED
74	Unifed Slip gear lubricant	35 lb. container	PENNZOIL	GEARPLUS 80-W-90	\$ 1.71	Pound	\$ 1.71	
75	Unifed Slip gear lubricant	120 lb. container	PENNZOIL	GEARPLUS 80-W-90	\$ 1.66	Pound	\$ 1.66	
76	Motor oil for all diesel and gasoline engine service 5W20 CF/SL	55 gal. drum	SHELL	FORMULASHELL 5-W-20	\$ 8.80	Gallon	\$ 8.80	
77	Transmission fluid - Dexron-VI - ATF	5 / 1 qt. plastic containers	PENNZOIL	DEXRON® VI ATF	\$ 4.365	Quart	\$ 4.365	NEW ADDITION
70A	Synthesized multipurpose gear lubricant 75W-90	35 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 75W-90	\$ 3.07	Pound	\$ 3.07	REPLACES ITEM #70
71A	Synthesized multipurpose gear lubricant 80W-140	35 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 80W-140	\$ 2.96	Pound	\$ 2.96	REPLACES ITEM #71
72A	Synthesized multipurpose gear lubricant 75W-90	120 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 75W-90	\$ 3.09	Pound	\$ 3.09	REPLACES ITEM #72
73A	Synthesized multipurpose gear lubricant 80W-140	120 lb. container	PENNZOIL	PENNZOIL® LONG LIFE SYN EW 80W-140	\$ 2.99	Pound	\$ 2.99	REPLACES ITEM #73

ITEMS IN RED ARE DISCONTINUED - ITEMS IN BLUE DIRECT REPLACEMENTS



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
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BLANKET RELEASE
00

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
17

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
09/13/2008		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				
			RECEIPT TICKET FOR PURCHASE ORDER:				OIL05
LINE	CATNO	ITEM NUMBER	DESCRIPTION		QTY	DATE	
0001		405-39	LUBRICANTS, OIL AND GREASES				
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