



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
 OIL09

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
 1

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

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

AGENCY COPY

VENDOR
 *709063326 859-744-5444
 APOLLO OIL
 1175 EARLY DRIVE
 WINCHESTER KY 40391

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN	FUND
01/12/2009		NET 30		611009071	
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 #01		
			TO PROVIDE AN UPDATED PRICE LIST. SEE ATTACHED.		
			EFFECTIVE DATE: JANUARY 5, 2009		
			***** NO ADDITIONAL CHANGES *****		
			PREVIOUS PO TOTAL==>	OPEN	END
			PO NET CHANGE (+)==>		
PURCHASING DIVISION CERTIFIED ENCUMBERED JAN 13 2009 <i>Beverly Toler</i>					
IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/> <i>1/12/09</i>					OPEN END
					TOTAL

Sawyer Wayfield
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 304-558-8802
 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 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 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."

PRICING PAGE - OIL 09

VENDOR:

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	Apollo item #	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED
1	Motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil) API TC	24/8 oz. pbs./cs.	Spectrum	Sta-Mix TC-W3	703181	1.15 / pt.	\$ 27.60
2	Motor oil for lubricating 2 cycle engines (out board motor oil) API TC-W3	12/1 qt. plastic containers	Shell	Nautilus	802160	2.76 / qt.	\$ 33.12
3	Motor oil for all diesel and gasoline engine service SAE30 CF-2 CF/SJ	12/1 qt. plastic containers	Shell	Rotella T 30W	802930	2.49 / qt.	\$ 29.88
4	Motor oil for all diesel and gasoline engine service SAE15W40 CI-4 CF/SJ CJ-4, CI-4 PLUS, CH-4, CG-4	12/1 qt. plastic containers	PENN	LL GOLD	652,770	2.38 / qt.	\$ 28.56
5	Motor oil for all diesel and gasoline engine service SAE15W40 CI-4, CI-4 PLUS, CH-4, CG-4, CF-4/SL, SM	55 gal. drum	Shell	Rimula Super 15W40	803224	7.98 / gal.	\$ 438.9
6	Motor oil for all diesel and gasoline engine service SAE15W40 BULK CJ-4, CI-4PLUS, CH-4, CG4, CF-4/SL, SM	BULK 6,000 gal. drum	Shell	Rimula Super 15W40	803228	7.58 / gal.	\$ 7.58
7	Motor oil for all diesel and gasoline engine service SAE10 CF/SL CAT TO-2, ALLISON C-4	5 gal. containers	Shell	Rotella T 10W	802902	6.21 / gal.	\$ 31.05
8	Motor oil for all diesel and gasoline engine service SAE10 CF/SL CAT TO-2, ALLISON C-4	55 gal. drum	Shell	Rotella T 10W	802904	7.37 / gal.	\$ 405.35
9	Motor oil for all diesel and gasoline engine service 5W20 CF/SL SM, SJ, ILSAC GF-4	12/1 qt. plastic containers	Shell	Formula 5W20	801100	2.03 / gal.	\$ 24.36
10	Motor oil for all diesel and gasoline engine service 5W30 CF/SL ILSAC GF-4	12/1 qt. plastic containers	Shell	Formula 5W30	801190	2.03 / qt.	\$ 24.36
11	Motor oil for all diesel and gasoline engine service 5W30 CF/SL SM, SJ, ILSAC GF-4	55 gal. drum	Shell	Formula 5W30	801194	7.35 / gal.	\$ 404.25
12	Motor oil for all diesel and gasoline engine service 10W30 CF/SL SM, SJ, ILSAC GF-4	12/1 qt. plastic containers	Shell	Formula 10W30	801290	1.99 / qt.	\$ 23.88
13	Motor oil for all diesel and gasoline engine service 10W40 CF/SL	12/1 qt. plastic containers	Shell	Formula 10W40	801410	1.99 / qt.	\$ 23.88
14	Motor oil for all diesel and gasoline engine service 20W50 CF/SL	12/1 qt. plastic containers	Shell	Formula 20W50	802110	1.99 / qt.	\$ 23.88
15	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J	35 lb. containers	Shell	Spirax HD 80W90	806382	1.26 / lb.	\$ 44.10
16	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J	120 lb. containers	Shell	Spirax HD 80W90	806383	1.34 / lb.	\$ 159.46
17	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J	120 lb. containers	Shell	Spirax HD 85W140	806393	1.34 / lb.	\$ 160.80
18	Extreme pressure gear lubricant mineral gear tube 90 gl-1	35 lb. containers	Shell	Dentax 80W90	805382	1.60 / lb.	\$ 56.00
19	Powertranz EW 50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816	35 lb. containers	Citgo	Syndurace Syn 50	173602	/ lb.	\$
20	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2oz tubes 10 tube/case	Shell	Retmax LX	808046	1.96 / tube	\$ 19.60
21	Wheel bearing and chassis grease summer weight NLGI #2	35 lb. containers	Shell	1 of 3 Retmax LX	808052	1.96 / lb.	\$ 68.60

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ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MIFGR	BRAND BID	Apollo Item #	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED
22	Wheel bearing and chassis grease summer weight NLGI #2	120 lb. containers	Shell	Retinax LX	808053	2.00 / lb.	\$ 240.00
23	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2oz tubes 10 tube/case	Shell	Retinax CMX	808036	2.88 / tube	\$ \$ 25.80
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb. containers	Shell	Retinax CMX	808032	2.84 / lb.	\$ 92.40
25	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb. containers	Shell	Retina CMX	808033	2.57 / lb.	\$ \$ 308.40
26	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal. container	Shell	Tellus T 22	807422	11.67 / gal.	\$ 58.35
27	Hydraulic oil-light weight	5 gal. container	Shell	Tellus 32	807372	7.62 / gal.	\$ \$ 38.10
28	Hydraulic oil-light weight	55 gal. drum	Shell	Tellus 32	807374	7.24 / gal.	\$ 398.20
29	Hydraulic oil-medium weight	5 gal. container	Shell	Tellus 46	807382	7.62 / gal.	\$ \$ 38.10
30	Hydraulic oil-medium weight	55 gal. drum	Shell	Tellus 46	807384	7.24 / gal.	\$ 398.20
31	Hydraulic oil-heavy weight	5 gal. container	Shell	Tellus 68	807392	7.62 / gal.	\$ \$ 38.10
32	Hydraulic oil-heavy weight	55 gal. drum	Shell	Tellus 68	807394	7.24 / gal.	\$ 398.20
33	Transmission fluid - Multi Vehicle ATF	12/1 qt. plastic containers	Shell	Formula ATF	803470	2.16 / qt.	\$ 25.92
34	Transmission fluid - Multi Vehicle ATF	55 gal. drum	Shell	Formula ATF	803474	7.85 / gal.	\$ 431.75
35	Transmission fluid - TO - 4 fluid	5 gal. container	Shell	Donax TC	10W 0803842	11.25 / gal.	\$ 56.25
36	Transmission fluid - TO - 4 fluid	55 gal. drum	Shell	Donax TC	10W 0803844	10.94 / gal.	\$ 601.70
37	Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3 ATF+4	12/1 qt. plastic containers	Shell	Formula Multi-Veh ATF	803430	3.01 / qt.	\$ 36.12
38	Combination fluid, combination hydraulic	5 gal. container	Shell	Donax TD	803802	8.23 / gal.	\$ 41.15
39	Combination fluid, combination hydraulic	55 gal. drum	Shell	Donax TD	803804	7.48 / gal.	\$ 411.40
40	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	802324	8.99 / gal.	\$ 494.45
41	Synthetic motor oil for gasoline and diesel engines SAE 5W40 CH-4/SL Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS	6/1qt Case	Shell	Rotella T Syn 5W40	8024355	5 / qt.	\$ 30
42		35 lb. container	Citgo	Syndurance Syn 75W90	173612	3.19 / lb.	\$ 111.65

30W 0803852

30W 0803854

01/09/2009j

PRICING PAGE - OIL 09

VENDOR: _____

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	Apollo Item #	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED
43	Synthesized multipurpose gear lubricant 80W140 DANA SHADES 256, ARVIN MERITOR O-76, MACK GO-J	35 lb. container	Citgo	Surdurance Syn 80W140	173622	3.19 / lb. \$	111.65
44	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS	120 lb. container	Citgo	Syndurance Syn 75W90	173613	3.15 / lb. \$	378
45	Limited slip gear lubricant 80W90 GL-5	35 lb. container	Shell	Spirax LS 80W90		1.72 / lb. \$	60.20
46	Limited slip gear lubricant 80W90 GL-5	120 lb. container	Shell	Spirax LS 80W90		1.54 / lb. \$	184.80
47	Motor oil for all diesel and gasoline engine service 5W20 CF/SL SM, ILSAC GF-4	55 gal. drum	Shell	Formula 5W20	801104	7.79 / gal. \$	428.45
48	Transmission fluid - Dexron -VI-ATF	6/1 qt. Plastic Containers	Valvoline	Dexron-VI ATF	853700	12.51 / gal. \$	75.06
49	TES - 295 Alison TES Fluid	6/1 qt. Plastic Containers	BP	Autran Syn 295		4.72 / gal. \$	28.32

NOTE: DELIVERY: PRODUCTS WILL BE RECEIVED WITHIN _____ DAYS
AFTER RECEIPT OF ORDER. (ARO)

DEPOSIT AND CREDIT FOR RETURNABLE 55 GAL DRUMS: _____ EACH.

LOCATION OF WAREHOUSES FROM WHICH SHIPMENT CAN BE MADE:

CONTRACT COORDINATOR: _____
 PHONE: _____
 TOLL FREE #: _____

NAME_(Type) _____
 SIGNATURE: _____
 TITLE: _____



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*709063326 859-744-5444
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 WINCHESTER KY 40391

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DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
01/12/2009		NET 30		611009071			
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:						OIL09	
LINE	CATNO	ITEM NUMBER	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