



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
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
3

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

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

AGENCY COPY

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

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

DATE PRINTED		TERMS OF SALE		FEIN/SSN		FUND	
04/26/2010		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				
0001	10/01/2009		405-39				
	LUBRICANTS,		OIL AND GREASES				
CHANGE ORDER #03							
TO CORRECT DESCRIPTION OF LINE ITEM #33 ON CURRENT CONTRACT SEE ATTACHED.							
EFFECTIVE DATE: 04/22/2010							
***** NO ADDITIONAL CHANGES *****							
PURCHASING DIVISION CERTIFIED ENCUMBERED APR 28 2010 <i>Beverly Toler</i>							
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

[Signature]
 APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* 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, 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 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.



Corporate Headquarters
1175 Early Drive • Winchester, Kentucky 40391
859-744-5444 • 800-473-5823 • Fax: 859-745-5823

April 26, 2010

Department Of Administration
Purchasing Division
Acquisition Unit
State Capitol Complex
2109 Washington Street, East
P.O. BOX 50130
Charleston, WV 25305

ATTN: Jo Ann Adkins

Dear Mrs. Adkins,

Please change line item #33 description to Transmission Fluid-
Dexron/Mercon III on the Statewide Contract OIL09.

Please feel free to call me if you have any questions.

Dale Hardwick 4/26/2010

Dale Hardwick
GM - Apollo Oil
(304) 722-6900

MADISONVILLE DIVISION:
2690 Nebo Road • P.O. Box 1296
Madisonville, KY 42431
270-821-0639 / 800-288-0934
Fax: 270-821-4018

LOUISVILLE DIVISION:
1508 Crums Lane
Louisville, KY 40216
502-366-6457 / 800-766-6457
Fax: 502-366-5687

NITRO DIVISION:
800 1st Avenue South
Nitro, WV 25143
304-722-6900 / 866-722-6900
Fax: 304-722-6972

VENDOR:

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	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	2.58 / tube	\$ \$ 25.80
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb. containers	Shell	Retinax CMX	808032	2.64 / 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	Automatic Transmission Fluid Dexron/Mercon III	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	8.98 / gal.	\$ 494.45
41	Synthetic motor oil for gasoline and diesel engines SAE 5W40 CH-4/SL	6/1qt Case	Shell	Rotella T Syn 5W40	8024355	5 / qt.	\$ 30
42	Synthesized multipurpose gear lubricant 75W90 DAWA SHADES 256, REV. C, EATON E500, MACK GO J PLUS	35 lb. container	Citgo	8ydfrance Syn 75W90	173612	3.19 / lb.	\$ 111.65

30W 0803852

30W 0803854

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 Motor oil for all diesel and gasoline engine service 5W20 CF/SL	120 lb. container	Shell	Spirax LS 80W90		1.54 / lb.	\$ 184.80
47	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: _____



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
 []

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
 3

SEE REVERSE SIDE FOR
 TERMS AND CONDITIONS

NON-CALL

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

APPROVED

*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		
04/26/2010		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 _____		
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