



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. |
| OIL10A |

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|------|
| PAGE |
| 1 |

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|-----------------|
| BLANKET RELEASE |
| 00 |

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|--------------|
| CHANGE ORDER |
| 3 |

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.

INVOICE TO

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

VENDOR

*707140130 304-623-3361
 MATTHEWS LUBRICANTS INC
 PO BOX 2150

 CLARKSBURG WV 26302 2150

SHIP TO

AGENCY COPY

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

| | | | |
|--------------|---------------|---------------|----------------|
| DATE PRINTED | TERMS OF SALE | FEIN/SSN | FUND |
| 03/24/2014 | NET 30 | 550740407 | |
| 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 #03 | | |
| | TO EXTEND AND INCREASE THE ORIGINAL CONTRACT ACCORDING TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS CONTAINED IN THE ORIGINAL CONTRACT INCLUDING ALL AUTHORIZED CHANGE ORDERS. THE CONTRACT IS INCREASED AS DEFINED IN THE ATTACHED DOCUMENTATION. EFFECTIVE DATE OF EXTENSION: 12/03/2013 THROUGH 12/02/2014 ALL PROVISIONS OF THE ORIGINAL CONTRACT AND SUBSEQUENT CHANGE ORDERS NOT MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT. NO OTHER CHANGES. | | | | |
| | | | PREVIOUS PO TOTAL==> | OPEN | END |
| | | | PO NET CHANGE (+)==> | | |

PURCHASING DIVISION
 CERTIFIED ENCUMBERED
 MAR 26 2014
Beverly Toler

IF APPROVAL AS TO FORM IS REQUIRED BY ATTORNEY GENERAL, CHECK HERE *EPM 3/25/14*

Dalton

APPROVED AS TO FORM BY
 ASSISTANT ATTORNEY GENERAL

BY *[Signature]* BUYER 42 304-558-2306
 PURCHASING DIVISION AUTHORIZED SIGNATURE

OPEN END
 TOTAL

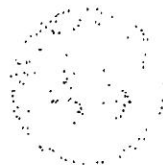
GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT

02

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.html 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.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

WV PURCHASING ACA SECT Fax 304-558-4115

Mar 21 2014 12:59pm P001/006



EARL RAY TOMBLIN
GOVERNOR

STATE OF WEST VIRGINIA
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON STREET, EAST
P.O. BOX 50130
CHARLESTON, WEST VIRGINIA 25305-0130

ROSS TAYLOR
ACTING CABINET SECRETARY
DAVID TINCHER
DIRECTOR

March 21, 2014

Mr. Ron Roby
Mathews Lubricants, Inc.
PO Box 2150
Clarksburg, WV 26302

Via Fax#: 304-623-3364

Subject: Contract# OIL10A

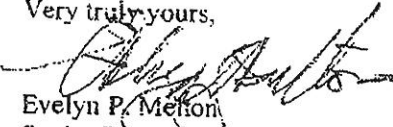
Dear Mr. Roby:

The State of West Virginia is offering to extend subject contract for twelve (12) months under the same terms, conditions and as per the attached price provision your company offered on December 5, 2013. The extension dates are December 3, 2013 through December 2, 2014. If your company agrees to this extension, please sign below and return the original to my attention as soon as possible.

Also attached is a **Purchasing Affidavit** that is to be part of the purchase order and is required to be signed and dated.

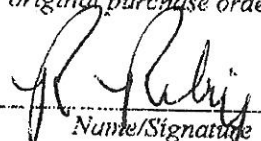
Please call if you have any questions.

Very truly yours,


Evelyn P. Mellon
Senior Buyer

Attachment

We agree to extend the contract for the period as stated above under the same terms and conditions in the original purchase order and any change orders thereto.



Name/Signature

3-24-14

Date



Title

/em

| ITEM | DESCRIPTION | CONTAINERS/ PACKAGING | MFGR | BRAND BID | EST. QTY. | UNIT PRICE TRUCK LOAD | UNIT PRICE LESS THAN TRUCK LOAD | EXTENDED PRICE LESS THAN TRUCK LOAD |
|------|---|-----------------------------|----------|----------------------------|-----------|--------------------------|---------------------------------------|--|
| 1 | motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil) API | 24/8 oz. pts./cs. | Coastal | TC-W3 2-cycle Oil | 1800 | \$ 2.25 / pt. | \$ 2.25 / pt. | \$ 4050.00 / pt. |
| 2 | motor oil for lubricating 2 cycle engines (out board motor oil) API TC-W3 | 12/1 qt. plastic containers | Conoco | XHP 2 cycle | 1300 | \$ 3.92 / qt. | \$ 3.92 / qt. | \$ 5096.00 / qt. |
| 3 | motor oil for air diesel and gasoline engine service SAE30 CF-2 CF/SJ | 12/1 qt. plastic containers | Union 76 | Guardol QLT 30 | 3300 | \$ 3.85 / qt. | \$ 3.85 / qt. | \$ 12705.00 / qt. |
| 4 | motor oil for air diesel and gasoline engine service SAE15W40 CI-4 CF/SJ CJ-4 | 12/1 qt. plastic containers | Conoco | Fleet Supreme EC 15w40 | 150,000 | \$ 2.62 / qt. | \$ 2.62 / qt. | \$ 393000.00 / qt. |
| 5 | motor oil for air diesel and gasoline engine service SAE15W40 CI-4, CI-4 | 55 gal. drum | Conoco | Fleet Supreme EC 15w40 | 1320 gal. | \$ 9.26 / gal. | \$ 9.26 / gal. | \$ 12223.20 / gal. |
| 6 | motor oil for air diesel and gasoline engine service SAE15W40 BULK CJ-4, | BULK 6,000 gal. drum | Conoco | Fleet Supreme EC 15w40 | 6000 gal. | \$ 8.6 / gal. | \$ 8.6 / gal. | \$ 51600.00 / gal. |
| 7 | motor oil for air diesel and gasoline engine service SAE10 CF/SL CAT TO | 5 gal. containers | Conoco | Power Drive 10W | 2400 gal. | \$ 9.57 / gal. | \$ 9.57 / gal. | \$ 22968.00 / gal. |
| 8 | motor oil for air diesel and gasoline engine service SAE10 CF/SL CAT | 55 gal. drum | Conoco | Power Drive 10W | 55 gal. | \$ 8.57 / gal. | \$ 8.57 / gal. | \$ 471.35 / gal. |
| 9 | motor oil for air diesel and gasoline engine service 5W20 CF/SL SM, | 12/1 qt. plastic containers | Conoco | Super AS Syn Blend 5w20 | 5000 | \$ 9.64 / gal. | \$ 9.64 / gal. | \$ 48200.00 / gal. |
| 10 | motor oil for air diesel and gasoline engine service 5W30 CF/SL ILSAC | 12/1 qt. plastic containers | Conoco | Super AS Syn Blend 5w30 | 10000 | \$ 2.32 / qt. | \$ 2.32 / qt. | \$ 23200.00 / qt. |
| 11 | motor oil for air diesel and gasoline engine service 5W30 CF/SL SM, | 55 gal. drum | Conoco | Super AS Syn Blend 5w30 | 550 gal. | \$ 9.4 / gal. | \$ 9.4 / gal. | \$ 5170.00 / gal. |
| 12 | motor oil for air diesel and gasoline engine service 10W30 CF/SL SM, | 12/1 qt. plastic containers | Conoco | Super AS Syn Blend 10w30 | 58000 | \$ 2.56 / qt. | \$ 2.56 / qt. | \$ 148480.00 / qt. |
| 13 | motor oil for all diesel and gasoline engine service 10W40 CF/SL | 12/1 qt. plastic containers | Conoco | Kendall GT-1 HP (tl) 10w40 | 500 | \$ 2.59 / qt. | \$ 2.59 / qt. | \$ 1295.00 / qt. |
| 14 | gasoline engine service 20W50 CF/SL | 12/1 qt. plastic containers | Conoco | HP Motor 20w50 | 500 | \$ 3.74 / qt. | \$ 3.74 / qt. | \$ 1870.00 / qt. |
| 15 | 80W90 GL-5, MT-1, MACK GO-J | 35 lb. containers | Conoco | Universal Gear Oil 80w90 | 280 lb. | \$ 1.65 / lb. | \$ 1.65 / lb. | \$ 462.00 / lb. |
| 16 | 80W90 GL-5, MT-1, MACK GO-J | 120 lb. containers | Conoco | Universal Gear Oil 80w90 | 3360 lb. | \$ 1.60 / lb. | \$ 1.60 / lb. | \$ 5376.00 / lb. |
| 17 | 85W140 GL-5, MT-1, MACK GO-J | 120 lb. containers | Conoco | Universal Gear Oil 85w140 | 720 lb. | \$ 1.61 / lb. | \$ 1.61 / lb. | \$ 1159.20 / lb. |
| 18 | Extreme pressure gear lubricant mineral gear lube 90 gl-1 | 35 lb. containers | Mobil | Mobiltrens HD 50 | 385 lb. | \$ 2.05 / lb. | \$ 2.05 / lb. | \$ 789.25 / lb. |
| 19 | PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816 | 35 lb. containers | Mobil | Delvac Syn Trans 60 | 350 lb. | \$ 4.39 / lb. | \$ 4.39 / lb. | \$ 1536.50 / lb. |

| ITEM | DESCRIPTION | CONTAINERS/ PACKAGING | MFGR | BRAND BID | EST. QTY. | UNIT PRICE TRUCK LOAD | UNIT PRICE LESS THAN TRUCK LOAD | EXTENDED PRICE LESS THAN TRUCK LOAD |
|------|---|--------------------------------|--------|-----------------------------|-----------------------------|--------------------------|---------------------------------------|--|
| 20 | Wheel bearing and chassis grease summer weight NLGI #2 | 14 to 14-1/2oz tubes tube/case | 10 | Conoco | Dynalife HT # 2 | 2500 | \$ 1.92 / tube | \$ 4800.00 / tub |
| 21 | grease summer weight NLGI #2 | 35 lb. containers | Conoco | Dynalife HT # 2 | 245 lb | \$ 3.13 / lb. | \$ 766.85 / lb. | |
| 22 | Wheel bearing and chassis grease summer weight NLGI #2 | 120 lb. containers | Conoco | Dynalife HT # 2 | 1200 lb | \$ 2.13 / lb. | \$ 2556.00 / lb. | |
| 23 | All purpose grease (3% molly) water and heat resistant grease NGLI #2 | 14 to 14-1/2oz tubes tube/case | 10 | Mobil | Mobilgrease XHP 222 Special | 120 | \$ 2.73 / tube | \$ 327.60 / tub |
| 24 | water and heat resistant grease NGLI #2 | 35 lb. containers | Mobil | Mobilgrease XHP 222 Special | 200 lb | \$ 3.02 / lb. | \$ 604.00 / lb. | |
| 25 | water and heat resistant grease NGLI #2 | 120 lb. containers | Mobil | Mobilgrease XHP 222 Special | 240 lb | \$ 2.87 / lb. | \$ 688.80 / lb. | |
| 26 | Hydraulic oil-light weight RO22 Turbine/Circulating Oil | 5 gal. container | Conoco | Ultra clean HD 22 | 45 gal | \$ 13.18 / gal. | \$ 593.10 / gal. | |
| 27 | Hydraulic oil-light weight | 5 gal. container | Exxon | Nuto H 32 | 45 gal | \$ 8.15 / gal. | \$ 366.75 / gal. | |
| 28 | Hydraulic oil-light weight | 55 gal. drum | Exxon | Nuto H 32 | 24200 gal | \$ 7.15 / gal. | \$ 173030.00 / gal. | |
| 29 | Hydraulic oil-medium weight | 5 gal. container | Exxon | Nuto H 46 | 35 gal | \$ 8.30 / gal. | \$ 290.50 / gal. | |
| 30 | Hydraulic oil-medium weight | 55 gal. drum | Exxon | Nuto H 46 | 11000 gal | \$ 7.44 / gal. | \$ 81840.00 / gal. | |
| 31 | Hydraulic oil-heavy weight | 5 gal. container | Exxon | Nuto H 68 | 200 gal | \$ 8.57 / gal. | \$ 1714.00 / gal. | |
| 32 | Hydraulic oil-heavy weight | 55 gal. drum | Exxon | Nuto H 68 | 880 gal | \$ 7.62 / gal. | \$ 6705.60 / gal. | |
| 33 | Transmission fluid - Multi Vehicle | 12/1 qt. plastic containers | Conoco | Super ATF | 22000 | \$ 2.11 / qt. | \$ 46420.00 / qt. | |
| 34 | Transmission fluid - Multi Vehicle | 55 gal. drum | Conoco | Super ATF | 495 gal | \$ 9.21 / gal. | \$ 4588.95 / gal. | |
| 35 | Transmission fluid - TO - 4 fluid | 5 gal. container | Mobil | Mobiltrans HD 30 | 350 gal | \$ 11.95 / gal. | \$ 4182.50 / gal. | |
| 36 | Transmission fluid - TO - 4 fluid | 55 gal. drum | Mobil | Mobiltrans HD 30 | 605 gal | \$ 10.95 / gal. | \$ 6624.75 / gal. | |
| 37 | Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3 ATF+4 | 12/1 qt. plastic containers | Mobil | Multi-vehicle ATF | 1000 | \$ 4.36 / qt. | \$ 4360.00 / qt. | |
| 38 | Combination fluid, combination hydraulic | 5 gal. container | Conoco | Power Tran fluid | 250 gal | \$ 10.46 / gal. | \$ 2615.00 / gal. | |

PURCHASING AEA SECT Fax 304-558-4115
 Mar 21 2014 01:00pm P004/006

| ITEM | DESCRIPTION | CONTAINERS/ PACKAGING | MFGR | BRAND BID | EST. QTY. | UNIT PRICE TRUCK LOAD | UNIT PRICE LESS THAN TRUCK LOAD | EXTENDED PRICE LESS THAN TRUCK LOAD |
|------|--|--|--------|--|-----------|--------------------------|---------------------------------------|--|
| 39 | Combination fluid, combination hydraulic | 55 gal. drum | Conoco | Power Tran fluid | 20900 gal | \$ 9.55 / gal. | \$ 9.55 / gal. | \$ 199595.00 / g |
| 40 | Railroad diesel engine oil must be a generation 4 oil as designated by (LOMA) EMD approved | 55 gal. drum (LOMA) generation 4 SAE40 | Mobil | Mobilgard 450 NC | 880 gal | \$ 12.49 / gal. | \$ 12.49 / gal. | \$ 10991.20 / g |
| 41 | Synthetic motor oil for gasoline and diesel engines SAE 5W40 CH-4/SL | 12/1 qt. plastic containers | Mobil | Mobil 1 Turbo-diesel | 100 | \$ 6.79 / qt. | \$ 6.79 / qt. | \$ 679.00 / q |
| 42 | Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, | 35 lb. container | Mobil | Delvac Syn 75w90 Gear Oil | 700 lb | \$ 3.82 / lb. | \$ 3.82 / lb. | \$ 2674.00 / lb |
| 43 | Lubricant 80W140 DANA SHADES 256, ARVIN MERITOR O-76, | 35 lb. container | Mobil | Delvac Syn 80w140 Gear Oil | 140 lb | \$ 3.96 / lb. | \$ 3.96 / lb. | \$ 554.40 / lb |
| 44 | Lubricant 75W90 DANA SHADES 256, REV C, EATON E50D, MACK | 120 lb. container | Mobil | Delvac Syn 75w90 Gear Oil | 120 lb | \$ 3.76 / lb. | \$ 3.76 / lb. | \$ 451.20 / lb |
| 45 | Limited slip gear lubricant 80W90 GL-5 | 35 lb. container | N/A | Unable to quote-not available in pails | 770 lb. | \$ 2.2 / lb. | \$ 2.2 / lb. | \$ 1694.00 / lb |
| 46 | Limited slip gear lubricant 80W90 GL-5 | 120 lb. container | Mobil | Mobilube HD 80w90 LS | 1080lb | \$ 1.98 / lb. | \$ 1.98 / lb. | \$ 2138.40 / lb |
| 47 | Motor oil for all diesel and gasoline engine service | 55 gal. drum | Conoco | Super AS Syn blend 5w20 | 1300lb | \$ 9.52 / gal. | \$ 9.52 / gal. | \$ 12376.00 / g |
| 48 | Transmission fluid - Dexron -VI-ATF | 6/1 qt. Plastic Containers | Mobil | Mobil Dexron VI ATF | 120 | \$ 15.68 / gal. | \$ 15.68 / gal. | \$ 1881.60 / g |
| 49 | TES - 295 Alison TES Fluid | 6/1 qt. Plastic Containers | Mobil | Delvac Syn ATF | 30 | \$ 34.61 / gal. | \$ 34.61 / gal. | \$ 1038.30 / g |

WV PURCHASING FOR SECT Fax 304-558-4115

Mar 21 2014 01:00pm P005/006

NOTE: DELIVERY: PRODUCTS WILL BE RECEIVED WITHIN (5) DAYS AFTER RECEIPT OF ORDER. (ARO)

DEPOSIT AND CREDIT FOR RETURNABLE 55 GAL DRUMS: 0.00 (no cost)EA

LOCATION OF WAREHOUSES FROM WHICH SHIPMENT CAN BE MADE

McCord Ave. Charleston, WV

CONTRACT COORDINATOR: _____ Ron Roby _____
 PHONE: _____ (304) 623-3361 _____
 TOLL FREE #: _____ (800) 424-3361 _____
 FAX: _____ (304) 623-3364 _____
 EMAIL: _____ rrobby@matthewslubricants.com _____

| ITEM | DESCRIPTION | CONTAINERS/ PACKAGING | MFGR | BRAND SID | EST. QTY. | UNIT PRICE TRUCK LOAD | UNIT PRICE LESS THAN TRUCK LOAD | EXTENDED PRICE LESS THAN TRUCK LOAD |
|------|-------------|--------------------------|------|-----------|-----------|--------------------------|---------------------------------------|--|
|------|-------------|--------------------------|------|-----------|-----------|--------------------------|---------------------------------------|--|

Route 50 West Clarksburg, WV

NAME_(Type) Ron Roby

SIGNATURE: *R. Roby*

TITLE: President

DATE: _____