



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER
OIL10

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
JO ANN ADKINS 304-558-8802

VENDOR

\*707140130 304-623-3361  
 MATTHEWS LUBRICANTS INC  
 PO BOX 2150  
 CLARKSBURG WV 26302 2150

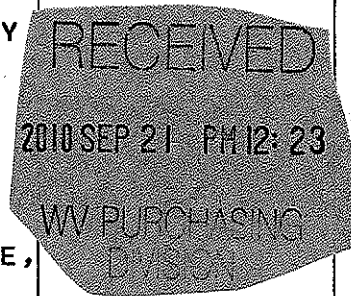
SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: 09/21/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BIDS FOR OIL, LUBRICANTS AND GREASES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN THE STATE. BIDS SHALL MEET THE ATTACHED GENERAL AND LINE SPECIFICATIONS.</p> <p>VENDORS SHALL USE THE ATTACHED "PRICING PAGE -OIL10" TO ENTER THEIR QUOTATION FOR EACH ITEM. AN ELECTRONIC VERISON OF OIL10 PRICING PAGES CAN BE FOUND AT:  <a href="http://www.state.wv.us/admin/purchase/newbul.htm">HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM</a>            BIDDERS ARE REQUESTED THAT IN ADDITION TO THE REQUIRED PAPER BID THAT AN ELECTRONIC VERSION BE SUBMITTED WITH THEIR BID. VENDORS SHALL NOT E-MAIL THE ELECTRONIC COPY.            IN THE EVENT THE PAPER BID AND THE ELECTRONIC BID COPY DO NOT MATCH, THE PAPER BID SHALL PREVAIL.</p> <p>ALL PRICES SHALL BE F.O.B. DESTINATION - SHIPPING PREPAID AND INCLUDED IN THE VENDOR PRICE SHOWN. PLEASE COMPLETE ALL INFORMATION REQUESTED ON THE OIL10 PRICING PAGES: LOCATION OF WAREHOUSES FROM WHICH SHIPMENTS MAY BE MADE; CONTRACT COORDINATOR NAME, TELEPHONE NUMBER, IF AVAILABLE LIST TOLL FREE NUMBER; FAX NUMBER AND E-MAIL.</p> <p>BIDDERS SHOULD ENTER THE NUMBER OF DAYS REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER (ARO). BIDDERS SHOULD ADD THEIR COMPANY NAME TO EACH PAGE; THE NAME, SIGNATURE, TITLE AND DATE ON THE LAST SHEET OF THE PRICING PAGE FORM SHOULD BE COMPLETED.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>[Signature]</i>	304.623.3361	9-21-10
TITLE	FAX	ADDRESS CHANGES TO BE NOTED ABOVE
President	304.623.3361	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## 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](http://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.
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.



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**OIL10**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JO ANN ADKINS**  
**304-558-8802**

VENDOR

\*707140130      304-623-3361  
 MATTHEWS LUBRICANTS INC  
 PO BOX 2150  
 CLARKSBURG WV 26302 2150

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: **09/21/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ANY CHARGES FOR SUPERFUND TAX MUST BE INCLUDED IN THE BID ITEM PRICE.</p> <p>PRICES ARE PER THE ATTACHED "PRICING PAGE -OIL10"</p> <p>ALL ORDERS THAT TOTAL \$100.00 OR MORE MUST BE SHIPPED F.O.B. DESTINATION. ORDERS LESS THAN \$100.00 MAY BE OBTAINED BY THE AGENCY USING ALTERNATIVE PROCUREMENT METHODS. IF THE AGENCY CHOOSES TO ORDER LESS THAN \$100.00 ANY TRANSPORTATION COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.</p> <p>THIS CONTRACT COVERS CASE LOTS, TRAILER LOAD PRICES AND BULK DELIVERY TO ANY LOCATION WITHIN WEST VIRGINIA. A TRAILER LOAD NORMALLY WILL BE BETWEEN 40,000 AND 45,000 POUNDS. TRAILER LOAD SHIPMENTS DO NOT NECESSARILY HAVE TO BE ONE PRODUCT. A COMBINATION OF ANY AND ALL PRODUCTS MAY BE ORDERED TO MEET THE TRAILER LOAD PRICE.</p> <p>CONTRACT AWARD: THIS CONTRACT WILL NOT BE SPLIT. THE AWARD WILL BE MADE TO THE VENDOR WITH THE LOW BID FOR ALL ITEMS SHOWN, (MEETING MANDATORY SPECIFICATIONS), UNIT PRICE LESS THAN TRUCKLOAD AND BULK PRICES.</p>						
0001	1	LS		405-39		
LUBRICANTS, OIL AND GREASES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE 304-623-3361	DATE 9-21-10
TITLE President	FERN 507140130	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'





State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**01L10**

PAGE  
**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JO ANN ADKINS**  
**304-558-8802**

REVIEW REQUIRED

\*707140130      304-623-3361  
**MATTHEWS LUBRICANTS INC**  
**PO BOX 2150**  
  
**CLARKSBURG WV 26302 2150**

SHIP TO

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

DATE PRINTED <b>08/19/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
-----------------------------------	---------------	----------	--------	---------------

BID OPENING DATE: **09/21/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p><b>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</b></p> <p><b>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</b></p> <p><b>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</b></p> <p><b>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</b></p> <p><b>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</b></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>[Signature]</i>	TELEPHONE <b>304-653-3361</b>	DATE <b>9-21-10</b>
TITLE <b>President</b>	FEIN <b>550710407</b>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**01L10**

PAGE  
**5**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JO ANN ADKINS  
 304-558-8802**

VENDOR

\*707140130      304-623-3361  
**MATTHEWS LUBRICANTS INC  
 PO BOX 2150  
 CLARKSBURG WV 26302 2150**

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: **09/21/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.: .....</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE 	TELEPHONE 304-623-3361	DATE 9.21.10
TITLE President	FEN 550710407	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**01110**

PAGE  
**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**JO ANN ADKINS**  
**304-558-8802**

VENDOR

\*707140130      304-623-3361  
**MATTHEWS LUBRICANTS INC**  
**PO BOX 2150**  
  
**CLARKSBURG WV 26302 2150**

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: **09/21/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ..... ✓</p> <p>NO. 2 ..... ✓</p> <p>NO. 3 ..... </p> <p>NO. 4 ..... </p> <p>NO. 5 ..... </p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p>.....            SIGNATURE</p> <p>.....            COMPANY</p> <p>.....            DATE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>R. M. ...</i>	TELEPHONE <b>304.623.3361</b>	DATE <b>9.21.10</b>	
TITLE <b>President</b>	FEIN <b>550740407</b>	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'







State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**OIL10**

PAGE  
**8**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**JO ANN ADKINS**  
**304-558-8802**

VENDOR

\*707140130      304-623-3361  
**MATTHEWS LUBRICANTS INC**  
**PO BOX 2150**  
  
**CLARKSBURG WV 26302 2150**

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
08/19/2010				

BID OPENING DATE: **09/21/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<i>304.623.3361</i>		
				CONTACT PERSON (PLEASE PRINT CLEARLY):		
				<i>Ron Roby</i>		
***** THIS IS THE END OF RFQ      OIL10 ***** TOTAL:						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Ron Roby</i>	TELEPHONE <i>304.623.3361</i>	DATE <i>9-21-10</i>
TITLE <i>President</i>	FEIN <i>550540407</i>	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

PRICING PAGE - OIL 10

VENDOR: Matthews Lubricants, Inc.

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	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 TC	24/8 oz. pts./cs.	Coastal	TC-W3 2-cycle Oil	1800	\$ 1.95 / pt.	\$ 1.95 / pt.	\$ 3510.00 / 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	\$ 3.42 / qt.	\$ 3.42 / qt.	\$ 4446.00 / qt.
3	Motor oil for all diesel and gasoline engine service SAE30 CF-2 CF/SJ	12/1 qt. plastic containers	Union 76	Guardol QLT 30	3300	\$ 3.24 / qt.	\$ 3.24 / qt.	\$ 10692.00 / qt.
4	Motor oil for all diesel and gasoline engine service SAE15W40 Cj-4, Cj-4 PLUS, CH-4, CG-4	12/1 qt. plastic containers	Conoco	Fleet Supreme EC 15w40	150,000	\$ 2.10 / qt.	\$ 2.10 / qt.	\$ 315000.00 / qt.
5	Motor oil for all diesel and gasoline engine service SAE15W40 Cj-4, Cj-4 PLUS, CH-4, CG-4, CF-4	55 gal. drum	Conoco	Fleet Supreme EC 15w40	1320 gal	\$ 7.81 / gal.	\$ 7.81 / gal.	\$ 10309.20 / gal.
6	Motor oil for all diesel and gasoline engine service SAE15W40 BULK Cj-4, Cj-4 PLUS, CH-4, CG-4, CF-4	BULK 6,000 gal. drum	Conoco	Fleet Supreme EC 15w40	6000 gal	\$ 7.31 / gal.	\$ 7.31 / gal.	\$ 43860.00 / gal.
7	Motor oil for all diesel and gasoline engine service SAE10 CF/SJ CAT TO-2, ALLISON C-4	5 gal. containers	Conoco	Power Drive 10W	2400 gal	\$ 8.16 / gal.	\$ 8.16 / gal.	\$ 19584.00 / gal.
8	Motor oil for all diesel and gasoline engine service SAE10 CF/SJ CAT TO-2, ALLISON C-4	55 gal. drum	Conoco	Power Drive 10W	55 gal	\$ 7.16 / gal.	\$ 7.16 / gal.	\$ 393.80 / gal.
9	Motor oil for all diesel and gasoline engine service 5W20 CF/SJ SM, SJ, ILSAC GF-4	12/1 qt. plastic containers	Conoco	Super AS Syn Blend 5w20	5000	\$ 7.84 / gal.	\$ 7.84 / gal.	\$ 39200.00 / gal.
10	Motor oil for all diesel and gasoline engine service 5W30 CF/SJ ILSAC GF-4	12/1 qt. plastic containers	Conoco	Super AS Syn Blend 5w30	10000	\$ 1.96 / qt.	\$ 1.96 / qt.	\$ 19600.00 / qt.
11	Motor oil for all diesel and gasoline engine service 5W30 CF/SJ SM, SJ, ILSAC GF-4	55 gal. drum	Conoco	Super AS Syn Blend 5w30	550 gal	\$ 7.15 / gal.	\$ 7.15 / gal.	\$ 3932.50 / gal.
12	Motor oil for all diesel and gasoline engine service 10W30 CF/SJ SM, SJ, ILSAC GF-4	12/1 qt. plastic containers	Conoco	Super AS Syn Blend 10w30	58000	\$ 1.91 / qt.	\$ 1.91 / qt.	\$ 110780.00 / qt.
13	Motor oil for all diesel and gasoline engine service 10W40 CF/SJ	12/1 qt. plastic containers	Conoco	Kendall GT-1 HP (H) 10w40	500	\$ 2.06 / qt.	\$ 2.06 / qt.	\$ 1030.00 / qt.
14	Motor oil for all diesel and gasoline engine service 20W50 CF/SJ	12/1 qt. plastic containers	Conoco	HP Motor 20w50	500	\$ 2.13 / qt.	\$ 2.13 / qt.	\$ 1065.00 / qt.
15	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J	35 lb. containers	Conoco	Universal Gear Oil 80w90	280 lb	\$ 1.38 / lb.	\$ 1.38 / lb.	\$ 386.40 / lb.
16	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J	120 lb. containers	Conoco	Universal Gear Oil 80w90	3360 lb	\$ 1.38 / lb.	\$ 1.38 / lb.	\$ 4636.80 / lb.
17	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J	120 lb. containers	Conoco	Universal Gear Oil 85w140	720 lb	\$ 1.39 / lb.	\$ 1.39 / lb.	\$ 1000.80 / lb.
18	Extreme pressure gear lubricant mineral gear lube 90 gl-1	35 lb. containers	Mobil	Mobiltrans HD 50	385 lb	\$ 1.75 / lb.	\$ 1.75 / lb.	\$ 673.75 / lb.
19	Powertranz EW 50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816	35 lb. containers	Mobil	Delvac Syn Trans 50	350 lb	\$ 4.02 / lb.	\$ 4.02 / lb.	\$ 1407.00 / lb.
20	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2oz tubes tube/case	Conoco	Dynalife HT # 2	2500	\$ 1.73 / tube	\$ 1.73 / tube	\$ 4325.00 / tube
21	Wheel bearing and chassis grease summer weight NLGI #2	35 lb. containers	Conoco	Dynalife HT # 2	245 lb	\$ 1.93 / lb.	\$ 1.93 / lb.	\$ 472.85 / lb.

PRICING PAGE - OIL 10

VENDOR: Matthews Lubricants, Inc.

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	EST. QTY.	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED PRICE LESS THAN TRUCK LOAD
22	Wheel bearing and chassis grease summer weight NLGI #2	120 lb. containers	Conoco	Dynalife HT # 2	1200 lb	\$ 1.86 / lb.	\$ 1.86 / lb.	\$ 2232.00 / lb.
23	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2oz tubes 10 tube/case	Mobil	Mobilgrease XHP 222 Special	120	\$ 2.47 / tube	\$ 2.47 / tube	\$ 296.40 / tube
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb. containers	Mobil	Mobilgrease XHP 222 Special	200 lb	\$ 2.73 / lb.	\$ 2.73 / lb.	\$ 546.00 / lb.
25	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb. containers	Mobil	Mobilgrease XHP 222 Special	240 lb	\$ 2.58 / lb.	\$ 2.58 / lb.	\$ 619.20 / lb.
26	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal. container	Conoco	Ultra clean HD 22	45 gal	\$ 10.98 / gal.	\$ 10.98 / gal.	\$ 494.10 / gal.
27	Hydraulic oil-light weight	5 gal. container	Exxon	Nuto H 32	45 gal	\$ 6.61 / gal.	\$ 6.61 / gal.	\$ 297.45 / gal.
28	Hydraulic oil-light weight	55 gal. drum	Exxon	Nuto H 32	24200 gal	\$ 5.55 / gal.	\$ 5.55 / gal.	\$ 134310.00 / gal.
29	Hydraulic oil-medium weight	5 gal. container	Exxon	Nuto H 46	35 gal	\$ 6.74 / gal.	\$ 6.74 / gal.	\$ 235.90 / gal.
30	Hydraulic oil-medium weight	55 gal. drum	Exxon	Nuto H 46	11000 gal	\$ 5.68 / gal.	\$ 5.68 / gal.	\$ 62480.00 / gal.
31	Hydraulic oil-heavy weight	5 gal. container	Exxon	Nuto H 68	200 gal	\$ 6.96 / gal.	\$ 6.96 / gal.	\$ 1392.00 / gal.
32	Hydraulic oil-heavy weight	55 gal. drum	Exxon	Nuto H 68	880 gal	\$ 5.90 / gal.	\$ 5.90 / gal.	\$ 5192.00 / gal.
33	Transmission fluid - Multi Vehicle ATF	12/1 qt. plastic containers	Conoco	Super ATF	22000	\$ 2.11 / qt.	\$ 2.11 / qt.	\$ 46420.00 / qt.
34	Transmission fluid - Multi Vehicle ATF	55 gal. drum	Conoco	Super ATF	485 gal	\$ 8.00 / gal.	\$ 8.00 / gal.	\$ 3960.00 / gal.
35	Transmission fluid - TO - 4 fluid	5 gal. container	Mobil	Mobiltrans HD 30	350 gal	\$ 9.91 / gal.	\$ 9.91 / gal.	\$ 3468.50 / gal.
36	Transmission fluid - TO - 4 fluid	55 gal. drum	Mobil	Mobiltrans HD 30	605 gal	\$ 9.23 / gal.	\$ 9.23 / gal.	\$ 5584.15 / gal.
37	Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3, ATF+4	12/1 qt. plastic containers	Mobil	Multi-vehicle ATF	1000	\$ 3.81 / qt.	\$ 3.81 / qt.	\$ 3810.00 / qt.
38	Combination fluid, combination hydraulic	5 gal. container	Conoco	Power Tran fluid	250 gal	\$ 8.74 / gal.	\$ 8.74 / gal.	\$ 2185.00 / gal.
39	Combination fluid, combination hydraulic	55 gal. drum	Conoco	Power Tran fluid	20900 gal	\$ 7.71 / gal.	\$ 7.71 / gal.	\$ 161139.00 / gal.
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	\$ 10.71 / gal.	\$ 10.71 / gal.	\$ 9424.80 / gal.
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	\$ 6.28 / qt.	\$ 6.28 / qt.	\$ 628.00 / qt.
42	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON ES500, MACK GO J PLUS	35 lb. container	Mobil	Delvac Syn 75w90 Gear Oil	700 lb	\$ 3.45 / lb.	\$ 3.45 / lb.	\$ 2415.00 / lb.

PRICING PAGE - OIL 10

VENDOR: Matthews Lubricants, Inc.

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
43	Synthesized multipurpose gear lubricant 80W140 DANA SHADES 256, ARVIN MERITOR O-76, MACK GO-J	35 lb. container	Mobil	Delvac Syn 80w140 Gear Oil	140 lb	\$ 3.59 / lb.	\$ 3.59 / lb.	\$ 502.60 / lb.
44	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS	120 lb. container	Mobil	Delvac Syn 75w90 Gear Oil	120 lb	\$ 3.39 / lb.	\$ 3.39 / lb.	\$ 406.80 / lb.
45	Limited slip gear lubricant 80W90 GL-5	35 lb. container	N/A	Unable to quote-not available in pails	770 lb.	\$ / lb.	\$ / lb.	\$ .00 / lb.
46	Limited slip gear lubricant 80W90 GL-5	120 lb. container	Mobil	Mobilube HD 80w90 LS	1080lb	\$ 1.68 / lb.	\$ 1.68 / lb.	\$ 1814.40 / lb.
47	Motor oil for all diesel and gasoline engine service 5W20 CF/SL SM, ILSAC GF-4	55 gal. drum	Conoco	Super AS Syn blend 5w20	1300lb	\$ 7.76 / gal.	\$ 7.76 / gal.	\$ 10088.00 / gal.
48	Transmission fluid - Dexron -VI-ATF	6/1 qt. Plastic Containers	Mobil	Mobil Dexron VI ATF	120	\$ 13.47 / gal.	\$ 13.47 / gal.	\$ 1616.40 / gal.
49	TES - 295 Alison TES Fluid	6/1 qt. Plastic Containers	Mobil	Delvac Syn ATF	30	\$ 31.84 / gal.	\$ 31.84 / gal.	\$ 955.20 / gal.
						TOTAL		1,058,818.00

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)EACH.

LOCATION OF WAREHOUSES FROM WHICH SHIPMENT CAN BE MADE:

MacCorkle Ave. Charleston, WV

Route 50 West Clarksburg, WV

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

NAME\_(Type) \_\_\_\_\_ Ron Roby \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_  
 TITLE: \_\_\_\_\_ President \_\_\_\_\_  
 DATE: \_\_\_\_\_ September 21, 2010 \_\_\_\_\_

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or, Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. Application is made for 2.5% resident vendor preference for the reason checked: Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. X Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Matthews Lubricants Inc. Signed: [Signature]
Date: 9.21.10 Title: President

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. 0:110

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**DEFINITIONS:**

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**EXCEPTION:** The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

**WITNESS THE FOLLOWING SIGNATURE**

Vendor's Name: Matthews Lubricants, Inc.

Authorized Signature: [Signature] Date: 9.21.10

State of West Virginia

County of Harrison, to-wit:

Taken, subscribed, and sworn to before me this 21 day of September 21, 2010

My Commission expires May 10, 2017

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]