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

PURCHASE ORDER NO. OIL10A PAGE 1

BLANKET RELEASE: 00

CORRECT PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS NOTED BELOW.

CHANGEORDER

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

AND POLITICAL SUBDIVISIONS
VARIOUS LOCALES AS INDICATED
BY ORDER

ALL STATE AGENCIES

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

CLARKSBURG WV 26302 2150

AGENCY COPY

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

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11/03/2010 SHIP VIA	NET 30	550740407	
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APPROVED AS TO FORM BY ASSISTANT ATTORNEY GENERAL BY ANN ADKINS 304-558-8802 BY ALLOHASING 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.
- 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.

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PAGE 2

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CLARKSBURG WV 26302 2150

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PAGE 3

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*707140130 MATTHEWS LUBRICANTS INC

BY ORDER

304-623-3361

PO BOX 2150

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CLARKSBURG WV 26302 2150

AND POLITICAL SUBDIVISIONS

VARIOUS LOCALES AS INDICATED

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PRICING PAGE- OIL10

	MAI THEWS LODICANIS INC	I V INC		-				
T = 1	DESCRIPTION	CONTAINERS/	MFGR	BRAND BID	PRICE TRUCK		PRICE LESS THAN	
→	Motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil) API TC	24/8 oz. pts./cs.	COSTAL	TC-W3 2 CYCLE OIL	\$1.95 / pt	P.	\$1.95	
20	Motor oil for lubricating 2 cycle engines (out board motor oil) API_TC-W3	12/1 qt. plastic containers	CONOCO	XHP 2 CYCLE	\$3.42 / qt	무	\$3.42 /	1/gt
ω	Motor oil for all diesel and gasoline engine service SAE30 CF-2 CF/SJ	12/1 qt. plastic containers	UNION 76	GUARDOL QLT 30	\$3.24	<u>ģ</u>	\$3.24 / qt	유
4	Motor oil for all diesel and gasoline engine service SAE 15W40 CI-4 CF/SJ CJ-4, CI-4 PLUS, CH-4, CG-4	12/1 qt. plastic				dr.	\$2.10 /	/ qt.
ζı	Motor oil for all diesel and gasoline engine service SAE15W40 Cj-4, Cl-4 PLUS, CH-4, CG-4, CF-4/SL, SM	55 gat. drum	CONOCO	FLEET SUPREME		g <u>a</u>		gal.
đ	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.	CONOCO	FLEET SUPREME EC 15W40		/ gall	\$7.31 // gal	gal.
7	Motor oil for all diesel and gasoline engine service SAE10 CF/SL CAT TO-2, ALLISON C-4	5 gal containers	CONOCO	POWER DRIVE	\$8.16	/ gall	\$8.16/	/gal.
00	Motor oil for all diesel and gasoline engine service SAE 10 CF/SL CAT TO-2, ALLISON C-4	55 gal. drum	CONOCO	POWER DRIVE	\$7.16	/ gat	\$7.16/	/ gat.
ဖ	Motor oil for all diesel and gasoline engine service 5W20 CF/St, SM, SJ, ILSAC GF-4	12/1 qt. plastic containers	CONOCO	SUPER AS SYN BLEND 5W20	\$7.84	/ gal	\$7.84	/ gal.
ő	Motor oil for all diesel and gasoline engine service 5W30 CF/St. ILSAC GF-4	12/1 qt. plastic containers	CONOCO	SUPER AS SYN BLEND 5W30	\$1.96	/ qt	\$1.96/	/qt
	Motor oil for all diesel and gasoline engine service 5W30 CF/SL SM, SJ, ILSAC GF-4	55 gal. drum	CONOCO	SUPER AS SYN BLEND 5W30	\$7.15	/gai	\$7.15	/ gal.
2	Motor oil for all diesel and gasoline engine service 10W30	12/1 qt. plastic		SUPER AS SYN		w		

27	26	25	24	23	22	21	20	iĝ		17	ਰੰ	5	14	73
Hydraulic oil-light weight	Hydraulic oif-light weight RO22 Turbine/Circulating Oil	All purpose grease (3% molly) water and heat resistant grease NGLI #2	All purpose grease (3% molly) water and heat resistant grease NGLI #2	All purpose grease (3% molly) water and heat resistant grease NGLI #2	Wheel bearing and chassis grease summer weight NLGt #2	Wheet bearing and chassis grease summer weight NLGI #2	Wheel bearing and chassis grease summer weight NLGI #2	Powertranz EW 50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816	Extreme pressure gear lubricant minerat gear lube 90 gt-1	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J	Motor oil for all diesel and gasoline engine service 20W50 CF/SL	Motor oil for all diesel and gasoline engine service 10W40
5 gal. container	5 gal. container	120 b. containers	35 lb. containers	14 to 14-1/2oz tubes 10 tube/case	120 lb. containers	35 lb. containers	14 to 14-1/2oz tubes 10 tube/case	35 lb. containers	35 lb. containers	120 lb. containers	120 lb. containers	35 lb. containers	12/1 qt. plastic containers	12/1 qt. plastic containers
EXXON	CONOCO	MOBIL	MOBIL	MOBIL	CONOCO	CONOCO	CONOCO	MOBIL	MOBIL	CONOCO	CONOCO	CONOCO	CONOCO	CONOCO
NUTO H 32	ULTRA CLEAN HT	MOBILGREASE XMP 222 SPECIAL	MOBILGREASE XHP 222 SPECIAL	MOBILGREASE XHP 222 SPECIAL	DYNALIFE HT #2	DYNALIFE HT #2	DYNALIFE HT #2	DELVAC SYN TRANS 50	MOBILTRANS HD	UNIVERSAL GEAR OIL 85W140	UNIVERSAL GEAR	UNIVERSAL GEAR	CONOCO HP MOTOR 20W50	KENDALL GT-1 HP (TI) 10W40
\$6.61 / gal	\$10.98 / gal	\$2.58 / lb.	\$2.73 / lb.	\$2.47 / tub	\$1.86 / lb.	\$1.93 /lb.	\$1.73 / tub	\$4.02 / lb.	\$1.75 / 15.	\$1.39 / lb.	\$1.38 / lb.	\$1.38 / lb.	\$2.13 /qt.	\$2.06 / qt.
\$6.61 / gal.	\$10.98 / gal.	\$2.58 / lb.	\$2.73 / lb.	\$2.47 / tube	\$1.86 / lb.	\$1.93 / lb.	\$1.73 / tube	\$4.02 / lb.	\$1.75 / lb.	\$1.39 / lb.	\$1.38 / lb.	\$1.38 / lb.	\$2.13 / qt.	\$2.06 / qt.

PRICING PAGE- OIL10

42	41	40	39	38	37	36	35 5	<u>အ</u>	ယ္	32	<u>3</u>	30	29	28
Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS	Synthetic motor oil for gasoline and diesel engines SAE 5W40 CH-4/SL		Combination fluid, combination hydrautic	Combination fluid, combination bydraulic	Automatic Transmission Fluid Multi- Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3 ATF+4	Transmission fluid • TO - 4 fluid	Transmission fluid - TO - 4 fluid	Transmission fluid - Multi Vehicle ATF	Transmission fluid - Multi Vehicle ATF	Hydraulic oil-heavy weight	Hydraulic oil-heavy weight	Hydraulic oil-medium weight	Hydraulic oil-medium weight	Hydraulic oil-light weight
35 lb. container	12/1 qt. plastic containers	55 gal. drum (LOMA) generation 4 SAE40	55 gal. drum	5 gat. container	12/1 qt. plastic containers	55 gal. drum	5 gal. container	55 gal. drum	12/1 qt. plastic containers	55 gal. drum	5 gal. container	55 gal, drum	5 gal. container	55 gal. drum
MOBIL	MOBIL	MOBIL	CONOCO	CONOCO	MOBIL	мовяс	MOBIL	CONOCO	CONOCO	EXXON	EXXON	EXXON	EXXON	EXXON
DELVAC SYN 75W90 GEAR OIL	MOBIL 1 TURBO- DIESEL	MOBILGARD 450 NC	POWER TRAN FLUID	POWER TRAN	MULTI-VEHICLE	MOBILTRANS HD	MOBILTRANS HD	SUPER ATF	SUPER ATF	NUTO H 68	NUTO H 68	NUTO H 46	NUTO H 46	NUTO H 32
\$3.45 / lb.	\$ 6.28 / qt.	\$10.71 / gal	\$7.71 / gal	\$8.74 / gat	\$3.81 / qt.	\$9.23 / gai	\$9.91 / gal	\$8.00 / gal	\$2.11 / qt.	\$5.90 / gai	\$6.96 / gal	\$5.68 / gal	\$6.74 / gal	\$5.55 / gal
\$3.45 / lb.	\$6.28 / qt.	\$10.71 / gal.	\$7.71 <i>I</i> gal	\$8.74 / gal.	\$3.81 / qt.	\$9.23 / gal	\$9.91 / gal	\$8.00 / gal.	\$2.11 / qt.	\$5.90 / gal.	\$6.96 / gat	\$5.68 / gal.	\$6.74 / gal.	\$5.55 / gal.

PRICING PAGE- OIL10

9	48	47	46	45	44	43	
TES - 295 Alison TES Fluid	Transmission fluid - Dexron -VI-	gasoline engine service 5W20 CF/SL , SM, ILSAC GF-4	Limited slip gear lubricant	Limited slip gear lubricant 80W90 GL-5	Synthesized multipurpose gear lubricant 75W80 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS	Synthesized multipurpose gear lubricant 80W140 DANA SHADES 256, ARVIN MERITOR 0-76, MACK GO J	
6/1 qt. Plastic Containers	6/1 qt. Plastic Containers	55 gal. drum	120 lb. container	35 lb. container	120 lb. container	35 lb. container	
MOBIL	MOBIL	CONOCO	MOBIL	N/A	MOBIL	MOBIL	
DELVAC SYS ATF	MOBIL DEXRON VI	SUPER AS SYN BLEND 5W20	MOSILUBE HD	N/A	DELVAC SYN 75W90 GEAR OIL	DELVAC SYN 80W140 GEAR OIL	
\$31.84 / gal	\$13.47 / gal	\$7.76 / gal	\$1.68 / tb.	Z.	\$3.39 / lb.	\$3.59 / lb	FAICHAGE AGE OIL IO
oa e	/gal	92	हें	<u>, e</u>	,	,	7
\$31.84 / gal	\$13.47 / gal.	\$7.76 / gal.	\$1.68 / lb.	N.	\$3,39 / lb	\$3.59 / lb	
<u> </u>	/ gal.	/ gal.	·ē	<u> </u>	/ lb.	/ ID.	-

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