



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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QUESTIONS CONCERNING THIS PUR-  
CHASE ORDER SHOULD BE DIRECTED  
TO THE BUYER AS NOTED BELOW.

CHANGE ORDER

SEE REVERSE SIDE FOR  
TERMS AND CONDITIONS

## AGENCY COPY

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

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		
10/01/2008	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		
	BLANKET OPEN-END STATEWIDE CONTRACT				
	THIS BLANKET OPEN-END STATEWIDE CONTRACT IS TO SUPPLY LUBRICANTS, OIL AND GREASES TO ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS.				
	*****THE FOLLOWING IS INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF:***** REQUEST FOR QUOTATION DATED 08/13/2008 ALL SPECIFICATIONS AND ADDENDA THERETO. VENDOR'S BID DATED 09/04/2008				
0001	10/01/2008	LS	405-39	.00000	
	LUBRICANTS, OIL AND GREASES				
	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 ALTERNATE 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.				
					PURCHASING DIVISION CERTIFIED ENCUMBERED  OCT - 6 2008  <i>Beverly Toler</i>
IF APPROVAL AS TO FORM IS REQUIRED FOR ATTORNEY GENERAL, CHECK HERE <input checked="" type="checkbox"/>					OPEN END
					TOTAL

APPROVED FOR FISCAL YEAR  
*George Whitfield*

APPROVED AS TO FORM BY  
ASSISTANT ATTORNEY GENERAL

BY *JO ANN ADKINS* 10/1/08 304-558-8802  
 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."



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<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 TO 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>DELIVERY: PRODUCT WILL BE DELIVERED WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF ORDER.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON OCTOBER 1, 2008 AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>							
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 \_\_\_\_\_  
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<p>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.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>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.)</p> <p>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</p>							
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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>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 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>EXHIBIT 6</p>					
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<p>PRICE ADJUSTMENT PROVISION:          THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR ANY INCREASE AT RENEWAL TIME MUST HAVE DOCUMENTATION PROVIDED. IF THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT, AND ISSUE THE CHANGE ORDER (ONLY AT RENEWAL TIME), OR REJECT THE PRICE INCREASE IN ITS ENTIRETY, CHANCEL THE CONTRACT AND REBID THE COMMODITY.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE THAT THE BID IS SUBJECT TO PRICE INCREASE REVIEW AT RENEWAL. FAILURE TO CHECK THE ALTERNATE TERMS WILL BIND THE VENDOR TO THE PRICES BID FOR THE LIFE OF THE CONTRACT.</p>							
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<p>ALTERNATE TERMS:</p> <p>(X) THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR 120 DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF 120 DAYS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY.</p>							
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ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	uom	UNIT PRICE TRUCK LOAD	UNIT 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.	Spectrum	Sta-Mix TC-W3		\$ 1.15 / pt.	1.15 / pt.
2	Motor oil for lubricating 2 cycle engines (out board motor oil) API TC-W3	12/1 qt. plastic containers	Shell	Nautilus		\$ 2.88 / qt.	2.88 / qt.
3	Motor oil for all diesel and gasoline engine service SAE30 CF-2 CF/SJ	12/1 qt. plastic containers	Shell	Rotella T 30W		\$ 2.61 / qt.	2.61 / qt.
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		\$ 2.5 / qt.	2.5 / qt.
5	Motor oil for all diesel and gasoline engine service SAE15W40 Cj-4, Ci-4 PLUS, CH-4, CG-4, CF-4/SL, SM	55 gal. drum	Shell	Rimula Super 15W40	gal	\$ 8.42 / gal.	8.42 / gal.
6	Motor oil for all diesel and gasoline engine service SAE15W40 BULK CJ-4, CI-4 PLUS, CH-4, CG-4, CF-4/SL, SM	BULK 6,000 gal. drum	Shell	Rimula Super 15W40	gal	\$ 8.02 / gal.	8.02 / gal.
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	gal	\$ 6.21 / gal.	6.21 / gal.
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	gal	\$ 7.81 / gal.	7.81 / gal.
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	5000	\$ 2.15 / gal.	2.15 / gal.
10	Motor oil for all diesel and gasoline engine service 5W30 CF/SL ILSAC GF-4	12/1 qt. plastic containers	Shell	Formula 5W30		\$ 2.15 / qt.	2.15 / qt.
11	Motor oil for all diesel and gasoline engine service 5W30 CF/SL SM, SJ, ILSAC GF-4	55 gal. drum	Shell	Formula 5W30	gal	\$ 7.79 / gal.	7.79 / gal.
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		\$ 2.11 / qt.	2.11 / qt.
13	Motor oil for all diesel and gasoline engine service 10W40 CF/SL	12/1 qt. plastic containers	Shell	Formula 10W40		\$ 2.11 / qt.	2.11 / qt.
14	Motor oil for all diesel and gasoline engine service 20W50 CF/SL	12/1 qt. plastic containers	Shell	Formula 20W50		\$ 2.11 / qt.	2.11 / qt.
15	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J	35 lb. containers	Shell	Spirax HD 80W90	lb	\$ 1.32 / lb.	1.32 / lb.
16	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J	120 lb. containers	Shell	Spirax HD 80W90	lb	\$ 1.4 / lb.	1.4 / lb.
17	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J	120 lb. containers	Shell	Spirax HD 85W140	lb	\$ 1.4 / lb.	1.4 / lb.
18	Extreme pressure gear lubricant mineral gear lube 90 gl-1	35 lb. containers	Shell	Dentax 80W90	lb	\$ 1.66 / lb.	1.66 / lb.



ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	uom	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD
20	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2oz tubes 10 tube/case	Shell	Retinax LX		\$ 1.96 / tub	\$ 1.96 / tube
21	Wheel bearing and chassis grease summer weight NLGI #2	35 lb. containers	Shell	Retinax LX	lb	\$ 2.02 / lb.	\$ 2.02 / lb.
22	Wheel bearing and chassis grease summer weight NLGI #2	120 lb. containers	Shell	Retinax LX	lb	\$ 2.06 / lb.	\$ 2.06 / lb.
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		\$ 2.58 / tub	\$ 2.58 / tube
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb. containers	Shell	Retinax CMX	lb	\$ 2.7 / lb.	\$ 2.7 / lb.
25	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb. containers	Shell	Retina CMX	lb	\$ 2.63 / lb.	\$ 2.63 / lb.
26	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal. container	Shell	Tellus T 22	gal	\$ 12.11 / gal	\$ 12.11 / gal.
27	Hydraulic oil-light weight	5 gal. container	Shell	Tellus 32	gal	\$ 8.06 / gal	\$ 8.06 / gal.
28	Hydraulic oil-light weight	55 gal. drum	Shell	Tellus 32	gal	\$ 7.68 / gal	\$ 7.68 / gal.
29	Hydraulic oil-medium weight	5 gal. container	Shell	Tellus 46	gal	\$ 8.06 / gal	\$ 8.06 / gal.
30	Hydraulic oil-medium weight	55 gal. drum	Shell	Tellus 46	gal	\$ 7.68 / gal	\$ 7.68 / gal.
31	Hydraulic oil-heavy weight	5 gal. container	Shell	Tellus 68	gal	\$ 8.06 / gal	\$ 8.06 / gal.
32	Hydraulic oil-heavy weight	55 gal. drum	Shell	Tellus 68	gal	\$ 7.68 / gal	\$ 7.68 / gal.
33	Transmission fluid - Multi Vehicle ATF	12/1 qt. plastic containers	Shell	Formula ATF		\$ 2.28 / qt.	\$ 2.28 / qt.
34	Transmission fluid - Multi Vehicle ATF	55 gal. drum	Shell	Formula ATF	gal	\$ 8.29 / gal	\$ 8.29 / gal.
35	Transmission fluid - TO - 4 fluid	5 gal. container	Shell	Donax TC	gal	\$ 11.69 / gal	\$ 11.69 / gal.
36	Transmission fluid - TO - 4 fluid	55 gal. drum	Shell	Donax TC	gal	\$ 11.38 / gal	\$ 11.38 / gal.
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	qt.	\$ 3.13 / qt.	\$ 3.13 / qt.
38	Combination fluid, combination hydraulic	5 gal. container	Shell	Donax TD	gal	\$ 8.67 / gal	\$ 8.67 / gal.
39	Combination fluid, combination hydraulic	55 gal. drum	Shell	Donax TD	gal	\$ 7.92 / gal	\$ 7.92 / 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	Shell	Caprinus XR-40	gal	\$ 9.43 / gal	\$ 9.43 / gal.
41	Synthetic motor oil for gasoline and diesel engines SAE 5W40 CH-4/SL	12/1 qt. plastic containers	Shell	Rotella T Syn 5W40	qt.	\$ 5.11 / qt.	\$ 5.11 / qt.
42	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS	35 lb. container	Citgo	Syndurance Syn 75W90	lb	\$ 3.19 / lb.	\$ 3.19 / lb.
43	Synthesized multipurpose gear lubricant 80W140 DANA SHADES 256, ARVIN MERITOR O-76, MACK GO-J	35 lb. container	Citgo	Surdurance Syn 80W140	lb	\$ 3.19 / lb.	\$ 3.19 / lb.
44	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS	120 lb. container	Citgo	Syndurance Syn 75W90	lb	\$ 3.51 / lb.	\$ 3.51 / lb.
45	Limited slip gear lubricant 80W90 GL-5	35 lb. container	Shell	Spirax LS 80W90	lb	\$ 1.78 / lb.	\$ 1.78 / lb.
46	Limited slip gear lubricant 80W90 GL-5	120 lb. container	Shell	Spirax LS 80W90	lb	\$ 1.6 / lb.	\$ 1.6 / lb.
47	Motor oil for all diesel and gasoline engine service 5W20 CF/SL, SM, ILSAC GF-4	55 gal. drum	Shell	Formula 5W20	lb	\$ 8.23 / gal	\$ 8.23 / gal.
48	Transmission fluid - Dexron -VI-ATF	6/1 qt. Plastic Containers	Valvoline	Dexron-VI ATF		\$ 12.51 / gal	\$ 12.51 / gal.
49	TES - 295 Alison TES Fluid	6/1 qt. Plastic Containers	BP	Autran Syn 295		\$ 4.72 / gal	\$ 4.72 / gal.

## OIL09

### General Specifications

Each bid should be accompanied by nationally published certifiable literature and/or Certification from an independent laboratory that the oil has passed the ASTM requirements described herein. The bidder shall be responsible for the cost of the independent laboratory testing. Failure to provide information may be grounds for rejection of the bid.

Additionally, the West Virginia Department of Transportation will randomly test samples of the delivered product through its Material Division laboratory or an independent laboratory throughout the term of the contract to ensure continuous conformity with the specifications. Upon failure of a random test sample, the supplier shall be required to replace all containers of the product of the same batch number as the failed sample.

Each container of the oil furnished under this specification shall be labeled as follows: corresponding brand name, product name, SAE viscosity grade, API Seal of Approval, API categories, and batch number of its contents, date, and manufacture's name and address.

Successful bidder may be required to furnish a sample of any or all oil bid for test purposes prior to award.

NOTE: All drums shall be labeled as required by OSHA for hazardous material and Material Safety Data Sheets (MSDS) must be submitted with bid and shipped with product.

Packing slip must accompany all shipments. All drums to be sealed and shipped on two-way, non-returnable pallets.

Description: SAE viscosity grades and API service (where applicable) are specified under the detailed requirements for each product.

The successful bidder shall not substitute any other brand from that awarded, nor sell any additional items under their contract not specifically covered herein, without prior permission of the Purchasing Division.

The item(s) as specified is (are) shown only as an example of the quality level and operational characteristics requested by the agency and not intended to mean the only acceptable brand.

Applicable standards: The following documents of current issue and in effect on the bid opening date shall form a part of this specification to the extent specified:

ASTM D 217  
ASTM D 811  
ASTM D 874  
ASTM D 1263  
ASTM D 1264  
ASTM D 2265  
ASTM D 2619  
ASTM D 4048  
ASTM D 4049

American Society for Testing and Materials (ASTM)  
100 Barr Harbor Drive  
PO Box C700  
West Conshohocken, PA 19428-2959  
API Engine Service Classification System

American Petroleum Institute (API)  
Division of Marketing  
1220 L Street, NW  
Washington, DC 20005-4070

SAE J183 – Engine oil performance and engine service classification.

Society of Automotive Engineers (SAE)  
400 Commonwealth Drive  
Warrendale, PA 15096

MIL-L-46152E  
MIL-L-2104E  
MIL-L-2105D

US Government Printing Office  
Superintendent of Documents  
Washington, DC

National Marine Manufacturers Association (NMMA)  
401 North Michigan Avenue  
Chicago, IL 60611

National Lubricating Grease Institute (NLGI)  
4635 Wyandotte Street  
Kansas City, MO 63113

**Warranty:**

The contractor warrants under penalty for fraud that any products furnished shall be of the grade and quality required in this specification.

**Service and Manuals:**

The contractor shall provide technical information and service concerning the use of Products furnished under these specifications when requested by using agencies.

**Acceptance, inspection and quality assurance:**

Normally, sampling and testing will not be required. The State reserves the right, however, to conduct tests, require samples or require test results to insure compliance with the requirements of this specification.

Using agencies shall inspect for proper identification of products, damaged or leaking containers and other apparent irregularities.

**Delivery:**

Product shall be furnished as specified and shall be packaged in accordance with the best commercial practice. All shipping container shall be marked to show the brand name and description of the products. All products should be palletized and shrink wrapped except 55 gallon containers.

**Drum Deposits:**

Where a deposit is required for shipping product in returnable drums the amount shall be shown as a separate item on the invoice and the full amount shall be refundable or credited to the agency's account upon return. The state reserves the right to consider the amount of the deposit as a factor in determining the award of this contract. Returnable drums may be returned by the contractor picking up the drums with his own truck or by the state shipping them to the contractor, transportation charges collect.

Deposit and credit for returnable 55 gal. drums                      \$ 0.00 each

**Material Safety Data Sheets:**

In addition to meeting current federal and state laws and requirements concerning hazardous chemicals, the contractor shall forward a proper and current material safety data sheet (MSDS). Furthermore, the contractor shall furnish the State and/or its agencies additional MSDS as required. By offering and signing a bid response the bidder agrees to these conditions:

## **Item Specifications:**

### **Items 1&2**

1. Chain Saw Motor Oil: (also Power Mowers, Pumps, and Snowmobiles). This oil shall be of high quality and specifically compounded and marketed for mixing with gasoline to lubricate two-cycle, air and water cooled engines. It shall meet the warranty requirements as an engine lubricant for the major manufactures of two-cycle engines used on chain saws, power mowers, pumps, and snowmobiles.

The motor oil shall be satisfactory for use in any fuel to oil ratio as specified by the engine manufacturer up to an including 50:1. The product offered shall be available in the SAE viscosity grade(s) specified for use in Homelite, McCulloch, Poulan and other two-cycle chain saws.

2. Out Board Motor Oil: This motor oil shall be high quality, ashless and specifically compound and marketed for mixing with gasoline to lubricate two cycle, water cooled engines. It shall have been tested and certified by the National Marine Manufacturers Association (NMMA) for TC-W III and each container shall state same.

The motor oil shall be satisfactory for use is any fuel to oil ratio as specified by the engine manufacturer, up to and including 50:1. The product offered shall be available in the SAE viscosity grade(s) specified by the engine manufacturers for use in all Evinrude, Johnson, Mercury and other two cycle outboard motors.

### **Items 3 -14, 47**

Motor oil and hydraulic oil shipped in black 55 gallon drums or bulk tractor trailer load (6,000 gallons) shall be produced from virgin materials, suitable for use in passenger cars and trucks, diesel and gasoline engines, viscosity grade, SAE 15W40 must be API certified and have the API seal of approval on the product.

This is an engine oil suitable for use in passenger cars and heavy duty engines used in trucks and heavy construction equipment. The oil furnished under this specifications shall be viscosity grade SAE 15W-40 and shall meet all requirements for diesel and

gasoline engines.

The oil furnished shall meet the performance requirements ("Primary Performance Criteria") described in ASTM designated D4485 for performance categories API, CJ-4, CI-4 Plus, CH-4, CG-4, CF-4/SL, SM. Conformance of the oil furnished with the performance requirements shall be Determined with the test methods identified in ASTM D 4485 for all categories.

Motor oil for all diesel and gasoline engine service:

API Service Categories:

SAE 30 API, CF-4, CF-2 CF/SJ  
SAE15W40 API, CJ-4, CI-4 PLUS, CH-4 CG-4, CF-4SL, SM  
SAE 10 API CF-4 CAT T0-2, ALLISON C-4  
SAE 40 API CF-4, CF-2, CF/SJ  
SAE 5W20 API SM, SL, SJ, ISLAC GF-4  
SAE 5W30 API SM, SL, SJ, ISLAC GF-4  
SAE 10W30 API SM, SL, SJ, ISLAC GF-4  
SAE 20W50 API SL, SJ SH, SG  
SAE 10W40 API SL, SJ SH, SG

Crankcase oil suitable for use in late model diesel and gasoline engines where this service category oil requirement is specified by the engine manufacturer.

Must meet the performance level of MIL-L-2104E and MIL-L-45152D

Sulfated ash (ASTM D-874) shall be a maximum of 1% by weight.

Minimum viscosity index for all motor oils shall be 95.

### **Items 15-17**

Extreme Pressure Gear Lubricant:

API Service Category – GL-5, PG-1, PG-2

These lubricants are intended for use in passenger car, truck, and tractor differentials (particularly hypoid type), steering gears, and other points requiring a lubricant of exceptional load carrying ability.

SAE Viscosity Grades – 80W90 and 85W140

**Item 18**

Gear lubricants are designed for use in automotive and heavy duty equipment transmission and differentials where an EP (extreme pressure) lubricant is not required and where an API Service Designation GL-1 gear oil is specifically called for by the equipment manufacturer.

**Item 19**

Is a fully synthetic, SAE 50 lubricant for use in heavy-duty truck manual transmissions that meet EATON PS-164, R7, MACK TO-A PLUS, NAVISTAR TMS 6816.

**Items 20 - 22**

Wheel Bearing and Chassis Grease:

This grease shall be designated by the manufacturers as suitable for a multipurpose use in cars, light and heavy duty trucks, and industrial equipment. Made from a lithium complex soap.

Salient Characteristics: (High Dropping Point)

1. NLGI Consistency #1 and #2
2. Rust protection and resistance to oxidation
3. Resistance to water without washout (ASTM D 1264)
4. Leakage resistance (ASTM D 1263)
5. Extreme pressure properties
6. Anti-wear properties
7. Load carrying properties
8. Dropping point (ASTM D2265) of Min. 450 degree F.
9. Worked penetration (ASTM D217)

NLGI #1 310-340

NLGI #2 265-295

10. NLGI - GC/LB

**Items 23 - 25**

All Purpose Grease (Moly):

This grease shall be designated by the manufacturer as suitable for use in industrial, automotive and construction equipment applications including heavy stock loading conditions.

Salient Characteristics:

1. NLGI Consistency #2

2. Rust protection and resistance to oxidation
3. Resistance to water washout
4. Extreme pressure properties
5. Anti-wear properties
6. Good mechanical stability
7. Low pressure properties
8. Dropping point (ASTM D 2265) of Min. 500 Degree F.
9. 3% Moly (Cat. Reg.)

### **Items 26 - 32**

Hydraulic Oil (Hydraulic Hoist Oil):

This product shall be specially blended for service in hydraulic systems employing either vane or gear type pumps on snow removal and road construction equipment and hydraulic-operated equipment.

Note: This oil is not intended for use in hydraulic brakes and automobile-type power Steering units.

Grades:

Light Weight – for use when outside temperature is generally below 32 degrees F.

Medium Weight – for use when outside temperature is generally between 32 Degrees and 100 Degrees F.

Heavy Weight – for use in some systems where ambient temperatures are generally higher and heavier weight products are recommended..

This hydraulic oil shall satisfy the requirements of hydraulic systems used in the application above. Oil shall have good demulsibility characteristics and shall not produce deleterious effects on neoprene, leather or other type seals used in such

hydraulic systems. Product shall contain corrosion, oxidation, antiwear and foam inhibitors in sufficient quantities and quality to adequately protect the hydraulic system including pumps, motor and valves. This oil shall have been tested per ASTM D2619 and approved for use as a quality product in this application.

Abex Denison HF-0, HF-1 HF-2  
Sperry Vickers M-2950-S, 1-286-S  
Sunstrand Hydrostatics



Minimum viscosity index for all Hydraulic Oils shall be 95

Light Weight – Cincinnati Milacron Specifications p-68

Medium Weight – Cincinnati Milacron Specifications p-70

Heavy Weight – Cincinnati Milacron Specifications p-69

### **Items 33 - 34**

Transmission Fluid:

This automatic transmission fluid shall be suitable for use in any application where conventional ATF fluid is specified (Dexron III-Mercon).

### **Items 35-36**

TO-4 Fluids

Transmission fluids to meet rigid demands of Caterpillar equipment and Allison C-4. Must provide outstanding rust corrosion control and oxidation stability, foam resistance and elastomer compatibility. The product offered shall meet CAT TO-4 requirements.

### **Item 37**

Transmission Fluid:

This automatic transmission fluid shall be suitable for use in any application where multi-vehicle ATF fluid is specified meeting specification DEXRON III, MERCON, MERCON V, ATF +3, ATF +4.

### **Items 38 -39**

Combination Fluid:

Formulated for late model farm equipment, off highway machinery, and industrial tractors where transmissions, final drives, wet brakes and hydraulics are supplied from a common fluid reservoir.

Combination fluid, combination hydraulic, transmission, differential fluid for use in tractors requiring combination fluid. This fluid shall have all the varying characteristics

of the following specifications John Deere J20A, Allis Chalmers 257541, Massey Ferguson Permatran III, White Equipment Q-1722, and Ford M2C134A.

**Items 40**

Railroad diesel engine oil must be a generation 4 oil as designated by (LOMA) EMD approved.

**Items 41**

Synthetic Motor Oil for Diesel and Gasoline Engines:

API Service Categories

SAE 5W30 – CF/SL  
SAE 10W30 – CF/SL  
SAE 5W40 – CJ-4

All should meet the following: Passenger cars and light truck – GM 6094M , GM 4718M and Ford ESE-MC153-E

Must meet the performance level of MIL-L-46152E and MIL-L-2104D

**Items 42 - 44**

Synthetic Multipurpose Gear Lubricant:

API Service Category – GL-5

These lubricants are intended for use in passenger car, truck, and tractor differentials, steering gears and other points requiring a lubricant of exceptional load carrying ability.

SAE Viscosity grades, 75W90 and 80W140

The gear lubricant shall be manufactured from synthesized hydrocarbon base oils and a sulfur phosphorus gear lubricant additive package.

**Items 45 - 46**

Formulated Gear Oil:

API Service Category – GL-5

These lubricants are intended for use in limited slip and conventional differentials of passenger cars and trucks. Product shall contain: rust, corrosion, antiwear and foam inhibitors for transmissions and differentials.

SAE Viscosity grade: 80W90

**ITEM 48**

Automatic Transmission Fluid meeting GM specification DEXRON-VI.

**ITEM 49**

A premium quality heavy-duty universal power shift and automatic transmission fluid which is suitable for use in transmissions requiring Allison TES-295 fluids.

These specifications cover the motor oils, lubricants and greases that are usually purchased by the State of West Virginia for use in automobiles, trucks and other motorized equipment.



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

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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  
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**SEE REVERSE SIDE FOR  
 TERMS AND CONDITIONS**

INVOICE TO

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

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	
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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	
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0001		405-39	LUBRICANTS, OIL AND GREASES		_____	_____	
			SIGNATURE _____		DATE _____		
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APPROVED AS TO FORM BY  
 ASSISTANT ATTORNEY GENERAL

BY \_\_\_\_\_  
 PURCHASING DIVISION AUTHORIZED SIGNATURE