



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

State of West Virginia  
**Master Agreement**

Order Date: 2019-06-06

CORRECT ORDER NUMBER  
 MUST APPEAR ON ALL PACKAGES,  
 INVOICES, AND SHIPPING PAPERS.  
 QUESTIONS CONCERNING THIS  
 ORDER SHOULD BE DIRECTED TO  
 THE DEPARTMENT CONTACT.

<b>Order Number:</b> CMA 0212 0212 OIL19	<b>Procurement Folder:</b> 573109
<b>Document Name:</b> OIL19 - STATEWIDE CONTRACT FOR OILS, LUBRICANTS & GREASE	<b>Reason for Modification:</b>
<b>Document Description:</b> Award of CRFQ SWC1900000011 Original Folder: 564859	
<b>Procurement Type:</b> Statewide MA (Open End)	
<b>Buyer Name:</b> Mark A Atkins	
<b>Telephone:</b> (304) 558-2307	
<b>Email:</b> mark.a.atkins@wv.gov	
<b>Shipping Method:</b> Best Way	<b>Effective Start Date:</b> 2019-06-01
<b>Free on Board:</b> FOB Dest, Freight Prepaid	<b>Effective End Date:</b> 2020-05-31

VENDOR	DEPARTMENT CONTACT
<b>Vendor Customer Code:</b> VC0000082006 PUGH LUBRICANTS LLC 800 1ST AVE S  NITRO WV 25143  US <b>Vendor Contact Phone:</b> (304) 482-0173 <b>Extension:</b> <b>Discount Percentage:</b> 0.0000 <b>Discount Days:</b> 0	<b>Requestor Name:</b> Mark A Atkins <b>Requestor Phone:</b> (304) 558-2307 <b>Requestor Email:</b> mark.a.atkins@wv.gov

INVOICE TO	SHIP TO
ALL STATE AGENCIES  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US	STATE OF WEST VIRGINIA  VARIOUS LOCATIONS AS INDICATED BY ORDER  No City WV 99999  US

**AGENCY COPY**

<b>Total Order Amount</b>	Open End
---------------------------	----------

26/6/19

<b>PURCHASING DIVISION AUTHORIZATION</b> SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	<b>ATTORNEY GENERAL APPROVAL AS TO FORM</b> SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE	<b>ENCUMBRANCE CERTIFICATION</b> SIGNED BY: DATE: ELECTRONIC SIGNATURE ON FILE
---	--	---

**Extended Description:**

**STATEWIDE CONTRACT:**

The vendor, Pugh Lubricants LLC dba Apollo Oil, agrees to enter into a Statewide Contract for providing Oils, Lubricants, and Grease on an as-needed basis, per the specifications, bid requirements and terms and conditions of the Request for Quotations (CRFQ 0212 SWC1900000011), Addendum #1 (dated 03/29/2019), and the vendor's bid dated 04/05/2019, all incorporated herein by reference and made a part of hereof.

**ORDERING INSTRUCTIONS:**

STATE AGENCIES: Ordering Requirements - Spending Unit (s) shall issue a wvOASIS Agency Delivery Order (ADO) to the Vendor.

SPECIAL INSTRUCTIONS - Minimum orders shall be \$100.00 and shipped FOB destination. Orders less than \$100.00 may be obtained by the Agency using proper purchasing procedures.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	15120000			EA	\$0.000000
	<b>Service From</b>	<b>Service To</b>			

**Commodity Line Description:** OILS, LUBRICANTS AND GREASE

**Extended Description:**

STATEWIDE CONTRACT FOR OILS, LUBRICANTS AND GREASE.

PLEASE REFER TO ATTACHED PRICING PAGES CONTRACT PRICING AND VENDOR CONTACT INFORMATION WHEN ORDERING.

(\* Indicates where the Unit of Measure and Commodity Line Item in the submitted bid scenario is adjusted in the award pricing pages to match the most common (UOM) packaging ordered/shipped.

SPENDING UNITS SHALL PROCESS RELEASE ORDERS USING AGENCY DELIVERY ORDERS (ADO).

<b>OIL19</b>	<b>Document Phase</b> Draft	<b>Document Description</b> Award of CRFQ SWC1900000011 Original Folder: 564859	<b>Page 3</b> <b>of 3</b>
--------------	--------------------------------	---	------------------------------

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** **Initial Contract Term:** This Contract becomes effective on June 1, 2019 and extends for a period of one (1) year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. 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.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.



Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_

Liquidated Damages Contained in the Specifications

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it 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/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of 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.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this 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; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts (“Other Government Entities”), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider’s employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/24/2019

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.



**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Garry Sweeney - Territory Business Manager  
(Name, Title)  
Gary Sweeney - Territory Business Manager  
(Printed Name and Title)  
800 First Ave S.  
(Address)  
304-482-0173 / 866-231-4639  
(Phone Number) / (Fax Number)  
gsweeney@apolloil.com  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Apollo Oil  
(Company)

Michael Stefanacci - Vice President  
(Authorized Signature) (Representative Name, Title)

Michael Stefanacci - Vice President  
(Printed Name and Title of Authorized Representative)

4/3/19  
(Date)

336-460-2164 / 866-231-4639  
(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids to establish an open-end Statewide Contract for Oils, Lubricants, and Grease. This contract shall cover all West Virginia state agencies.
  
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
  - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
  - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 “SAE”** mean the “Society of Automotive Engineering” used to grade motor oils according to their viscosity.
  - 2.5 “API”** means the “American Petroleum Institute”.
  - 2.6 “ILSAC”** means the “International Lubricant Standardization and Approval Committee.
  - 2.7 “LMOA”** means the “Locomotive Maintenance Officers Association.
  - 2.8 “EMD”** Means “Electro-Motive Diesel” engine.
  - 2.9 “NLGI”** means the “National Lubricating Grease Institute”.
  - 2.10 “OSHA”** means the “Occupational Safety and Health Association”.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC190000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3. GENERAL REQUIREMENTS:**

**3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below on an open-end and continuing basis. Contract Items must meet or exceed the mandatory requirements as shown below.

**3.1.1 2-CYCLE MOTOR OIL - CHAINSAW, POWER MOWERS, PUMPS, & SNOWMOBILES:**

- 3.1.1.1** Motor Oil must be specifically compounded and marketed for mixing with gasoline to lubricate air- and water-cooled engines.
- 3.1.1.2** Motor Oil must meet the minimum requirements as an engine lubricant for the major manufacturers of two-cycle engines.
- 3.1.1.3** Motor Oil must be satisfactory for use in any fuel to oil ration as specified by the engine manufacturer up to and including 50:1 ration.
- 3.1.1.4** Motor Oil shall be available in the SAE viscosity grade(s) specified for use in Homelite, McCulloch, Poulan, Stihl, Husqvarna, or other two-cycle engines or equal.

**3.1.2 OUTBOARD MOTOR OIL:**

- 3.1.2.1** Outboard Motor Oil specifically compounded and marketed for mixing with gasoline to lubricate two-cycle, water cooled engines.
- 3.1.2.2** Outboard Motor Oil must be tested and certified by the National Marine Manufacturers Association (NMMA) for TCW III.
- 3.1.2.3** Outboard Motor Oil must be satisfactory for use in any fuel to oil ration as specified by the engine manufacturer up to and including 50:1 ration.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.2.4** Outboard Motor Oil shall be available in the SAE viscosity grade(s) specified by the engine manufacturers for use in Evinrude, Johnson, Mercury, Yamaha, Honda, or other two-cycle outboard motors or equal.

**3.1.3 MOTOR OIL (GAS AND/OR DIESEL):**

**3.1.3.1** Shall be produced from virgin materials.

**3.1.3.2** Shall be suitable for use in passenger cars, trucks, and heavy construction equipment.

**3.1.3.3** Shall be approved for gasoline and diesel engines.

**3.1.3.4** Shall be API certified and have the API seal of approval on the product.

**3.1.3.5** Shall meet the performance requirement ("Primary Performance Criteria") described in ASTM designated D4485 for performance categories: API Service CK-4, CJ-4, CI-4 Plus, CH-4/SN, SN Plus, SM, SL, SJ, FA-4.

**3.1.3.5.1** Conformance of the oil furnished with the performance requirements shall be determined with the test methods identified in the most recent edition of ASTM D4485 for all categories.

**3.1.3.6** Crankcase oil must be suitable for use in new model gasoline and diesel engines where this service category oil requirement is specified by the engine manufacturer.

**3.1.3.7** Must meet the performance level of MIL-L 2104E and MIL-L 45152D or equal.

**3.1.3.8** Sulfate ash (ASTMD-874) shall be a maximum of 1.00% by weight.

**3.1.3.9** Minimum viscosity index for all motor oils shall be 95.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.3.10 Synthetic Motor Oil:**

**3.1.3.10.1** Must be approved for both Gas and/or Diesel engines.

**3.1.3.10.2** Must be API Certified and have the API seal of approval on the product.

**3.1.3.10.3** Must meet GM-6094M, GM-4718M, and Ford ESE-MC153-E or Equal

**3.1.3.10.4** Must meet the performance level of MIL-L-46152E and MIL-L-2104D or Equal.

**3.1.4 EXTREME PRESSURE (EP) GEAR LUBRICANT:**

**3.1.4.1** API Service Category: GL-5, PG-1, PG-2

**3.1.4.2** SAE Viscosity Grades: 80W90 and 85W140

**3.1.4.2.1** 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.

**3.1.5 GEAR LUBRICANT:**

**3.1.5.1** API Service Category: GL-1

**3.1.5.2** Mineral gear lube 90.

**3.1.5.2.1** For use in automotive and heavy equipment transmission differentials where EP lubricant is not required.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.6 SYNTHETIC LUBRICANT:**

**3.1.6.1** Must be fully synthetic.

**3.1.6.2** SAESO Lubricant for use in heavy-duty truck manual transmissions must meet EATON PS-164, R7, MACK GO-A PLUS, NAVISTAR TMS 6816 or Equal.

**3.1.7 WHEEL BEARING & CHASSIS GREASE:**

**3.1.7.1** Shall be designated by manufacturer as suitable for multi-purpose use in cars, light & heavy trucks, and industrial equipment.

**3.1.7.2** Must be made from a lithium complex soap.

**3.1.7.3** Minimum NLGI Consistency #1 and #2.

**3.1.7.4** Must be resistant to oxidation and water washout as specified in ASTM D1264.

**3.1.7.5** Must meet minimum leakage resistance as specified in ASTM D1263.

**3.1.7.6** Minimum 450-degree Fahrenheit dropping point as specified in ASTM D2265.

**3.1.7.7** Worked penetration per ASTM D217 and D1403.

**3.1.7.7.1** NLGI#1 310-340

**3.1.7.7.2** NLGI#2 265-295

**3.1.7.8** NLGI-GC/LB

**3.1.8 ALL PURPOSE GREASE (MOLY):**

**3.1.8.1** Shall be designated by the manufacturer as suitable for use in industrial, automotive, and construction equipment including heavy stock loading conditions.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.8.2** Must meet minimum requirements for all major heavy equipment manufactures such as Caterpillar, John Deere, Komatsu, Case, Volvo, etc.

**3.1.8.3** Minimum NLGI Consistency #2.

**3.1.8.4** Minimum 500-degree Fahrenheit dropping point as specified in ASTM D2265.

**3.1.8.5** Minimum 3% moly.

**3.1.9 HYDRAULIC OIL (HYDRAULIC HOIST OIL):**

**3.1.9.1.1 Turbine/Circulating Oil (RO22):** Product must be specially blended for service in hydraulic systems employing either vane or gear-type pumps as utilized on snow removal, road construction, and hydraulic operated equipment. (This oil is not intended for use in hydraulic brakes and automobile type steering units).

**3.1.9.1.1.1** Abex Denision HF-0, HF-1, HF-2 or Equal.

**3.1.9.1.1.2** Sperry Vickers M-2950-S, 1-286-S or Equal.

**3.1.9.1.1.3** Sunstrand Hydrostatics or Equal.

**3.1.9.1.2 Hydraulic Oil Light-Weight (AW32):**

**3.1.9.1.2.1** For use when outside temperature is generally below 32-degrees Fahrenheit.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.9.1.3 Hydraulic Oil Medium-Weight (AW46):**

**3.1.9.1.3.1** For use when outside temperature is generally between 32-100 degrees Fahrenheit.

**3.1.9.1.4 Hydraulic Oil Heavy-Weight (AW68):**

**3.1.9.1.4.1** For use in some systems where ambient temperatures are generally higher and/or when heavier weight products are recommended.

**3.1.9.1.5 HYDRAULIC OIL REQUIREMENTS:**

**3.1.9.1.5.1** Manufactured to meet or exceed manufacturers hydraulic requirements.

**3.1.9.1.5.2** Shall not produce deleterious effects on neoprene, leather, or other seals used in hydraulic systems.

**3.1.9.1.5.3** Shall contain corrosion, oxidation, anti-wear and foam inhibitors to protect the hydraulic system. This shall include but not limited to pump, motor, and valves.

**3.1.9.1.5.4** Minimum viscosity index for all hydraulic oil shall be 95.

**3.1.9.1.5.5** Hydraulic oil shall be tested per ASTM D2619 and approved.



**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.10 CATAPILLAR HYDRUALIC OIL:**

**3.1.10.1 Cat Hydro Advanced 10 or Equal:**

**3.1.10.1.1** Must meet minimum requirements for all CAT Machine Hydraulic Systems.

**3.1.10.1.2** Must meet minimum oxidation stability per ASTM D943.

**3.1.10.1.3** Must have a minimum viscosity index of 114 per ASTM D2270.

**3.1.10.1.4** SAE Viscosity grade IOW.

**3.1.11 TRANSMISSION FLUID:**

**3.1.11.1 Dexron II – Mercon or Equal:**

**3.1.11.1.1** This automatic transmission fluid shall be suitable for use in any application where conventional ATF is specified.

**3.1.11.1.2 T0-4 Fluids:**

**3.1.11.1.2.1** Must meet CAT T0-4 requirements.

**3.1.11.1.2.2** Must meet Allison C-4 requirements.

**3.1.11.1.2.3** Must provide rust corrosion control, oxidation stability, foam resistance, and elastomer compatibility.

**3.1.11.1.3 Dexron III, Mercon, Mercon V, ATF+3, & ATF+4 or Equal:**

**3.1.11.1.3.1** This automatic transmission fluid shall be suitable for use in any application where multi-vehicle ATF is specified.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC190000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.11.1.4 Dexron VI or Equal:**

**3.1.11.1.4.1** ATF meeting GM specifications or equal.

**3.1.11.1.5 TES-295 Allison Fluid BP Aufran or Equal:**

**3.1.11.1.5.1** ATF must meet Allison specifications or equal.

**3.1.11.1.6 Motorcraft Mercon LV or Equal:**

**3.1.11.1.6.1** ATF must meet Ford Motor Company specifications.

**3.1.11.1.6.2** Minimum Viscosity index must be 155.

**3.1.11.1.7 Motorcraft Mercon SP or Equal:**

**3.1.11.1.7.1** ATF must meet Ford Motor Company specifications.

**3.1.11.1.7.2** Minimum Viscosity index must be 155.

**3.1.11.1.8 Valvoline CVT Fluid or Equal:**

**3.1.11.1.8.1** Must be formulated with premium synthetic base stocks, long-life friction modifiers, anti-wear additives and shear stable viscosity modifiers.

**3.1.11.1.8.2** Minimum Viscosity @ 100-degrees Celsius must be 7.2.

**3.1.11.1.8.3** Must meet all major automobile (i.e. Ford, Chrysler, GM, Toyota, etc.) manufacturers specifications for belt and chain driven continually variable transmissions (CVT) and will not void vehicle warranties.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.12 COMBINATION FLUID (Universal Tractor Hydraulic/Transmission Oil):**

**3.1.12.1** HY-GUARD OIL or Equal.

**3.1.12.2** Minimum Viscosity @ 40-degree Celsius must be ISO grade 46.

**3.1.12.3** Must meet the minimum manufacturer requirements for farm equipment, off highway machinery, and industrial tractor transmissions, final drives, wet brakes, and hydraulics when supplied from a common fluid reservoir.

**3.1.12.3.1** This fluid shall meet or exceed all of the manufacturer requirements for John Deere J20A, John Deere J20C, Allis Chalmers 257541, Massey Ferguson Permatran III, White Equipment Q-1722, and Ford M2C134A, or Equal.

**3.1.13 RAILROAD DIESEL ENGINE OIL:**

**3.1.13.1** Must be generation 4 SAE40 oil as designated by (LOMA) EMD approved.

**3.1.14 SYNTHETIC MULTIPURPOSE GEAR LUBRICANT:**

**3.1.14.1** API Service Category GL-5.

**3.1.14.2** SAE Viscosity grade 75W90.

**3.1.14.2.1** DANA SHADES 256, REV.C, EATON E500, MACK GO-J PLUS, or Equal.

**3.1.14.3** SAE Viscosity grade 80W140.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**3.1.14.3.1 DANA SHADES 256, ARVIN  
MERITOR O-76, MACK GO-J or  
Equal.**

**3.1.14.4** Shall be manufactured from synthesized hydrocarbon base oils and a sulfur phosphorus gear lubricant additive package.

**3.1.14.5** Must meet manufacturers minimum requirements for farm equipment, off highway machinery, and industrial tractors.

**3.1.15 FORMULATED GEAR OIL (Limited-Slip Gear Lubricant):**

**3.1.15.1** API Service Category GL-5.

**3.1.15.2** SAE Viscosity grade 80W90.

**3.1.15.3** Must contain rust, corrosion, anti-wear and foam inhibitors.

**3.1.16 55 GALLON DRUMS:**

**3.1.16.1** All drums shipped become the property of the ordering agency and cannot be invoiced separately for deposits or credits.

**3.1.16.2** Vendor should include the price of the drum into their Unit Price cost for each commodity item shipped in drum packaging.

**3.1.16.2.1** If an Agency desires to return any drum purchased when empty, the vendor may pick up the drum at no charge to the agency if the vendor desires.

**3.1.16.3** See Section 6.1 for additional drum requirements.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**4. CONTRACT AWARD:**

- 4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides all Contract Items meeting the required specifications for the lowest overall Grand Total Cost as shown on the Pricing Pages.
- 4.2 Pricing Pages:** Vendor should complete the Exhibit\_A Pricing Pages by entering the Manufacturer, Brand Name, and Unit Price into the correct boxes and complete the vendor information at the bottom of the pricing page. The Exhibit\_A Pricing pages are formatted to automatically calculate the Extended Price and Grand Total Cost when the Unit Price is entered. However, it is the vendors responsibility to ensure the calculations for their bid is correct before submitting. In the event of an error, the Unit Price shall prevail. The Purchasing Division may correct errors at its discretion. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

If submitting in wvOasis, vendor should download the Exhibit\_A Pricing pages and complete then upload as an attachment to their bid.

If responding on paper, vendor should download the Exhibit\_A Pricing pages, complete, then print and attach with their bid submission.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

Vendor should electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

**5. ORDERING AND PAYMENT:**

- 5.1 Ordering:** Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

Spending Units (Agencies) shall process release orders through WVOasis using Agency delegated release orders (ADO).

Minimum orders shall be \$100.00 and shipped FOB Destination. Orders less than \$100.00 may be obtained by the Agency using proper purchasing procedures.

- 5.2 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**6. DELIVERY AND RETURN:**

- 6.1 Delivery Time:** Vendor shall deliver standard orders within seven (7) calendar days after orders are received (ARO). Vendor shall deliver emergency orders within three (3) calendar days after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

**DRUMS:** All Drums furnished shall be labeled as required by OSHA for hazardous materials. Material Safety Data Sheets (MSDS) shall be furnished in accordance with the current federal and state laws and requirements concerning hazardous chemicals to the ordering Agency. MSDS must be submitted and shipped with the product ordered.

A packing slip must accompany all shipments. All drums must be sealed and shipped on a two-way, non-refundable pallet.

- 6.2 Late Delivery:** The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 6.3 Delivery Payment/Risk of Loss:** Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)**

**Statewide Contract for Oils, Lubricants & Grease**

---

- 6.4 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

**7. VENDOR DEFAULT:**

**7.1** The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

**REQUEST FOR QUOTATION  
CRFQ 0212 SWC1900000011  
(OIL19)  
Statewide Contract for Oils, Lubricants & Grease**

---

**7.2** The following remedies shall be available to Agency upon default.

**7.2.1** Immediate cancellation of the Contract.

**7.2.2** Immediate cancellation of one or more release orders issued under this Contract.

**7.2.3** Any other remedies available in law or equity.

**8. MISCELLANEOUS:**

**8.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

**8.2 Vendor Supply:** Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

**8.3 Reports:** Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

**8.4 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Gary Sweeney  
Telephone Number: 304-482-0173  
Fax Number: 866-231-4639  
Email Address: gsweeney@apolloil.com





Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

State of West Virginia  
 Request for Quotation  
 07 – Chemicals

Proc Folder: 564859

Doc Description: ADDENDUM\_1: OIL19 - SWC for: Oils, Lubricants, & Grease

Proc Type: Statewide MA (Open End)

Date Issued	Solicitation Closes	Solicitation No	Version
2019-03-29	2019-04-05 13:30:00	CRFQ 0212 SWC1900000011	2

**BID RECEIVING LOCATION**

BID CLERK  
 DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 2019 WASHINGTON ST E  
 CHARLESTON WV 25305  
 US

**VENDOR**

Vendor Name, Address and Telephone Number:

**FOR INFORMATION CONTACT THE BUYER**

Mark A Atkins  
 (304) 558-2307  
 mark.a.atkins@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION:**

ADDENDUM 1: Is issued for the following:

1. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.
2. To publish the Revised 3/29/2019 Exhibit\_A Pricing Pages to adjust estimated quantities for Commodity Line Items #10, #12, #26, #50, and #52 (55-gallon drums).

No other changes made.

The West Virginia Purchasing Division is soliciting bids to establish an open-end Statewide Contract for Oils, Lubricants, and Grease. This contract shall cover all West Virginia state agencies per the attached documents.

INVOICE TO		SHIP TO	
VARIOUS AGENCY LOCATIONS AS INDICATED BY ORDER		STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER	
No City	WV99999	No City	WV 99999
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Oils, Lubricants, & Grease: Use Exhibit_A Pricing Page	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
15120000			

**Extended Description :**

Note: Vendor shall use Exhibit\_A Pricing Pages for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit\_A Pricing Pages and must attach with bid.  
See section 18 of Instructions to Bidders.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Technical Questions due by 10:00am EDT	2019-03-29

**SOLICITATION NUMBER: CRFQ 0212 SWC1900000011**  
**Addendum Number: 1**

---

The purpose of this addendum is to modify the solicitation identified as CRFQ 0212 SWC1900000011 ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
- Publish Revised 3-29-2019 Exhibit\_A Pricing Pages.

**Description of Modification to Solicitation:**

1. To publish the State's response to the questions submitted by Vendors during the Technical Questioning period.
2. To publish the Revised 3/29/2019 Exhibit A Pricing Pages to adjust estimated quantities for Commodity Line Items #10, #12, #26, #50, and #52 (55-gallon drums).

No other changes made.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**ATTACHMENT\_A**

**ADDENDUM\_1**  
**CRFQ 0212 SWC1900000011**

**ATTACHMENT\_A**

**ADDENDUM\_1  
CRFQ 0212 SWC1900000011**

**QUESTION #1: How do we find out which products are going to each location?**

**RESPONSE #1: All commodity items on the Exhibit\_A Pricing Pages must be available to order for any location throughout the State. This includes all State Agencies and any municipalities, Political Subdivisions, Boards of Education, etc.**

**QUESTION #2: I don't have a list of locations and the products that location receives. Is there one out there or do all locations receive all of these products?**

**RESPONSE #2: See Response #1. Since this is an open-ended contract, any government entity may utilize the contract and therefore it is not possible to have a list of potential users, locations, or what commodity item is needed.**

**QUESTION #3: Also, is the quantity based off of gallons or is it per item (ex.- 10,000 drums)?**

**RESPONSE #3: All pricing is broken down to the least possible container pricing and the pricing pages formatted to calculate based upon this model. For example, Drums are broken down to the gallon price. Please note that a newly revised pricing page is included with this addendum to adjust some of the drum quantities so that the gallons required can be easily divided by the container amount of 55 gallons per container.**

**I.e. revised commodity item #10 Motor Oil SAE15W40 – FA-4 is for the estimated quantity of 7 drums.  $7 \times 55 = 385$  gallons. The vendor should input the gallon price for 385 gallons (7 drums) for their bid.**

**Using \$1.00 as an example for the unit price per gallon, the pricing page will calculate as such for the 7 (55 gallon) drums:**

IS: 10	Motor Oil SAE15W40 - BULK - FA-4	55 gal drum		385	\$	1.00	1 gal	\$	385.00
--------	----------------------------------	-------------	--	-----	----	------	-------	----	--------

EXHIBIT\_A  
PRICING PAGES (Revised 3/29/2019)

CRFQ 0212 SWC190000011  
Oil, Lubricants, Grease  
(OIL19)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
LINE ITEM	DESCRIPTION	UNIT OF MEASURE (SIZE/WT) [ for Information use only and not to be used for calculations]	MANUFACTURER	BRAND BID	ESTIMATED QTY.	UNIT PRICE	Unit of Measure (For calculation purposes only)	EXTENDED PRICE
<b>3.1.1 2-CYCLE MOTOR OIL - Chainsaw, Power Mowers, Pumps, &amp; Snowmobiles</b>								
1	Motor oil for lubricating 2 cycle engines in 8 oz. containers (chain saw motor oil) - API TC or equal	8 oz.			1800	\$ -	1 oz.	\$ -
<b>3.1.2 OUTBOARD MOTOR OIL</b>								
2	Motor oil for lubricating 2 cycle engines (outboard motor oil) - API TC-W3 or equal	1 qt.			1300	\$ -	1 qt.	\$ -
<b>3.1.3 MOTOR OIL SAE (Gas and/or Diesel)</b>								
3	Motor oil SAE30 - CF-4, CF-2 CF/3	1 qt.			1000	\$ -	1 qt.	\$ -
4	Motor oil SAE15W40 - CH-4 CF/3 CH-4, CH-4 PLUS, CH-4, CK-4	1 qt.			200 000	\$ -	1 qt.	\$ -
5	Motor oil SAE15W40 - CH-4 CF/3 CH-4, CH-4 PLUS, CH-4, CK-4	1 gal.			10 000	\$ -	1 gal.	\$ -
6	Motor oil SAE15W40 - CH-4, CH-4 PLUS, CH-4, CF-4/5H, SM, CK-4	55 gal. drum			1210	\$ -	1 gal.	\$ -
7	Motor oil SAE15W40 - BULK CH-4, CH-4 PLUS, CH-4, CF-4/5H, SM, CK-4	BULK 6,000 gallon			6000	\$ -	1 gal.	\$ -
8	Motor oil SAE15W40 - FA-4	1 qt.			1000	\$ -	1 qt.	\$ -
9	Motor oil SAE15W40 - FA-4	1 gal.			1000	\$ -	1 gal.	\$ -
10	Motor oil SAE15W40 - BULK - FA-4	55 gal. drum			385	\$ -	1 gal.	\$ -
11	Motor oil SAE10 - CF/3H CAT TD-2 ALLISON C-4 or equal	5 galon			2400	\$ -	1 gal.	\$ -
12	Motor oil SAE10 - CF/3H CAT TD-2 ALLISON C-4 or equal	55 gal. drum			350	\$ -	1 gal.	\$ -
13	Motor oil DW20 - GM Dexos approved or Equal	1 qt.			1500	\$ -	1 qt.	\$ -
14	Motor oil DW20 - GM Dexos approved or Equal	5 qt.			1000	\$ -	1 qt.	\$ -
15	Motor oil SW20 - CF/3H SM, SJ, ILSAC GF-5	1 qt.			5000	\$ -	1 qt.	\$ -
16	Motor oil SW20 - Synthetic Blend CF/3H SM, SJ ILSAC GF-5	1 qt.			5000	\$ -	1 qt.	\$ -
17	Motor oil SW20 - Synthetic Blend - BULK - CF/3H SM, SJ ILSAC GF-5	55 gal. drum			550	\$ -	1 gal.	\$ -
18	Motor oil SW30 - CF/3H ILSAC GF-5	1 qt.			7500	\$ -	1 qt.	\$ -
19	Motor oil SW30 - Synthetic Blend CF/3H ILSAC GF-5	1 qt.			7500	\$ -	1 qt.	\$ -
20	Motor oil SW30 - Synthetic Blend - BULK - CF/3H SM, SJ ILSAC GF-5	55 gal. drum			550	\$ -	1 gal.	\$ -
21	Motor oil SW30 - GM Dexos approved or Equal	1 qt.			1000	\$ -	1 qt.	\$ -
22	Motor oil SW30 - GM Dexos approved or Equal	5 qt.			1000	\$ -	1 qt.	\$ -
23	Motor oil 10W30 - CF/3H SM, SJ ILSAC GF-5	1 qt.			20000	\$ -	1 qt.	\$ -
24	Motor oil 10W30 Motorcraft Super Duty or Equal (must meet W55-M2C171-F1, CES20086 Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EDS-4.5 standards)	1 qt.			1000	\$ -	1 qt.	\$ -
25	Motor oil 10W30 Motorcraft Super Duty or Equal (must meet W55-M2C171-F1, CES20086 Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EDS-4.5 standards)	5 qt.			1000	\$ -	1 qt.	\$ -
26	Motor oil 10W30 - BULK - Motorcraft Super Duty or Equal (must meet W55-M2C171-F1, CES20086, Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EDS-4.5 standards)	55 gal. drum			330	\$ -	1 gal.	\$ -
27	Motor oil 10W30 - Diesel Engine Service SB (synthetic blend)	1 qt.			350	\$ -	1 qt.	\$ -
28	Motor oil 10W30 - Diesel Engine Service SB (synthetic blend)	5 qt.			500	\$ -	1 qt.	\$ -
29	Motor oil 10W30 - FA-4	1 qt.			1000	\$ -	1 qt.	\$ -
30	Motor oil 10W30 - FA-4	1 gal.			500	\$ -	1 gal.	\$ -
31	Motor oil 10W40 - CF/3H	1 qt.			500	\$ -	1 qt.	\$ -
32	Motor oil 20W50 - CF/3H	1 qt.			500	\$ -	1 qt.	\$ -
33	Synthetic motor oil SAE 5W40 - CF/3H	1 qt.			500	\$ -	1 qt.	\$ -
34	Synthetic motor oil SAE 5W40 - CF/3H	1 gal.			500	\$ -	1 gal.	\$ -
35	Synthetic motor oil SAE 10W30 - CF/3H	1 qt.			500	\$ -	1 qt.	\$ -
36	Synthetic motor oil SAE 5W40 - CH-4, CH-4/3H	1 qt.			100	\$ -	1 qt.	\$ -
<b>3.1.4 EXTREME PRESSURE (EP) GEAR LUBRICANT</b>								
37	Extreme pressure gear lubricant 80W90 GL-5 MT-1, MACK GD-1 or equal	35 lb.			280	\$ -	1 lb.	\$ -
38	Extreme pressure gear lubricant 80W90 GL-5 MT-1, MACK GD-1 or equal	130 lb.			3160	\$ -	1 lb.	\$ -
39	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GD-1 or equal	130 lb.			720	\$ -	1 lb.	\$ -
<b>3.1.5 GEAR LUBRICANT</b>								
40	Gear lubricant - mineral gear tube 90 GL-1	35 lb.			385	\$ -	1 lb.	\$ -
<b>3.1.6 SYNTHETIC LUBRICANT</b>								
41	SAES0 Powershift EW 50 EATON PS-164, RT MACK GD-A PLUS NAVISTAR TMS 6816 or equal	35 lb.			350	\$ -	1 lb.	\$ -
<b>3.1.7 WHEEL BEARING &amp; CHASSIS GREASE</b>								
42	Wheel bearing and chassis grease summer weight NLGI#2	14 to 14-1/2 oz. tubes			2500	\$ -	1 oz.	\$ -
43	Wheel bearing and chassis grease summer weight NLGI#2	35 lb.			250	\$ -	1 lb.	\$ -
44	Wheel bearing and chassis grease summer weight NLGI#2	120 lb.			1200	\$ -	1 lb.	\$ -
<b>3.1.8 ALL PURPOSE GREASE (MOLY):</b>								
45	All purpose grease (3% moly) water and heat resistant grease NLGI #2	14 to 14-1/2 oz. tubes			120	\$ -	1 oz.	\$ -
46	All purpose grease (3% moly) water and heat resistant grease NLGI #2	35 lb.			200	\$ -	1 lb.	\$ -
47	All purpose grease (3% moly) water and heat resistant grease NLGI #2	120 lb.			240	\$ -	1 lb.	\$ -

3.1.9 HYDRAULIC OIL (HYDRAULIC HOIST OIL):								
48	Hydraulic oil-light weight RD22 Turbine/Circulating Oil	5 gal.		50	\$	-	1 gal. \$ -	
49	Hydraulic oil-light weight (AW32)	5 gal.		400	\$	-	1 gal. \$ -	
50	Hydraulic oil-light weight (AW32)	55 gal. drum		110	\$	-	1 gal. \$ -	
51	Hydraulic oil-medium weight (AW46)	5 gal.		35	\$	-	1 gal. \$ -	
52	Hydraulic oil-medium weight (AW46)	55 gal. drum		110	\$	-	1 gal. \$ -	
53	Hydraulic oil-heavy weight (AW68)	5 gal.		200	\$	-	1 gal. \$ -	
54	Hydraulic oil-heavy weight (AW68)	55 gal. drum		880	\$	-	1 gal. \$ -	
3.1.10 CATAPILLAR HYDRAULIC OIL								
55	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	5 gal.		120	\$	-	1 gal. \$ -	
56	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	55 gal. drum		6.600	\$	-	1 gal. \$ -	
3.1.11 TRANSMISSION FLUID								
57	Automatic Transmission Fluid - Multi Vehicle - Dexron II, Mercon, or equal	1 qt.		22000	\$	-	1 qt. \$ -	
58	Automatic Transmission Fluid - Multi Vehicle - Dexron II, Mercon, or equal	55 gal. drum		495	\$	-	1 gal. \$ -	
59	Transmission fluid - CAT 10-4 Allison C-4, or Equal	5 gal.		350	\$	-	1 gal. \$ -	
60	Transmission fluid - CAT 10-4 Allison C-4 or Equal	55 gal. drum		605	\$	-	1 gal. \$ -	
61	Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON II, MERCON, MERCON V, ATF+3 ATF+4 or equal	1 qt.		1000	\$	-	1 qt. \$ -	
62	Transmission fluid - Dexron -VI-ATF or equal	1 qt.		120	\$	-	1 qt. \$ -	
63	TES - 295 Allison TES-295 Fluid BP Autran or Equal	1 qt.		30	\$	-	1 qt. \$ -	
64	Automatic Transmission Fluid - MOTORCRAFT MERCON IV or equal	1 qt.		30	\$	-	1 qt. \$ -	
65	Automatic Transmission Fluid - MOTORCRAFT MERCON SP or equal	1 qt.		30	\$	-	1 qt. \$ -	
66	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 qt.		30	\$	-	1 qt. \$ -	
3.1.12 COMBINATION FLUID								
67	Combination Fluid: Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	5 gal.		250	\$	-	1 gal. \$ -	
68	Combination Fluid: Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	55 gal. drum		20900	\$	-	1 gal. \$ -	
3.1.13 RAILROAD DIESEL ENGINE OIL								
69	Railroad diesel engine oil must be a generation 5 oil as designated by (IMO) EMD approved	55 gal. drum		880	\$	-	1 gal. \$ -	
3.1.14 SYNTHETIC MULTIPURPOSE GEAR LUBRICANT								
70	75W90 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, REV. C, EATON ES00, MACK GO-J PLUS or equal	35 lb.		700	\$	-	1 lb. \$ -	
71	75W90 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, REV. C, EATON ES00, MACK GO-J PLUS or equal	120 lb.		120	\$	-	1 lb. \$ -	
72	80W140 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, ARVIN MERITOR Q-76, MACK GO-J or equal	35 lb.		140	\$	-	1 lb. \$ -	
3.1.15 FORMULATED GEAR OIL (LS)								
73	Limited slip gear lubricant 80W90 GL-5	35 lb.		770	\$	-	1 lb. \$ -	
74	Limited slip gear lubricant 80W90 GL-5	120 lb.		1080	\$	-	1 lb. \$ -	
3.1.16 DEPOSIT & CREDIT FOR RETURNABLE 55 GALLON DRUMS								
75	Deposit & Credit for Returnable 55 Gal. Drum (Inc. in product price)	55 gal. drum				Must be Included in Drum Price.	Drum (each) No Additional Charge permitted	
<b>GRAND TOTAL:</b>							\$	-

Vendor's Name: \_\_\_\_\_  
 Contract Manager's Name: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ 0212 SWC190000011**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that 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.

Apollo Oil  
Company

Michael Stefanacci  
Authorized Signature

4/3/19  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.



EXHIBIT\_A  
PRICING PAGES

CMA 0212 OIL19  
Oil, Lubricants, Grease

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 5	Column 7
LINE ITEM	DESCRIPTION	WEIGHT/GRADE	MANUFACTURER	BRAND BID	QUANTITY	UNIT PRICE	Unit of Measure	EXTENDED PRICE	APOLLO ITEM NUMBER	PREFERRED ORDER SIZE/WT
<b>3.1.1 2-CYCLE MOTOR OIL - Chainsaw, Power Mowers, Pumps, &amp; Snowblades</b>										
1	Motor oil for lubricating 2 cycle engines in 8 oz. containers (chain saw motor oil) - API TC or equal	2-CYCLE	COASTAL	ITASCA		\$ 1.04	8 oz.	\$ -	ITA2CYC	12/8 OZ
<b>3.1.2 OUTBOARD MOTOR OIL</b>										
2	Motor oil for lubricating 2 cycle engines (outboard motor oil) - API TC-W3 or equal	2-CYCLE	MARATHON	MARINE TERRAIN		\$ 2.75	1 QT	\$ -	MAR2CYC	12/1 QT
<b>3.1.3 MOTOR OIL SAE (Gas and/or Diesel)</b>										
3	Motor oil SAE30 - CF-4, CF-2 CF/SJ	30W	WARREN	MAG1 30		\$ 2.05	1 QT	\$ -	MAG30	6/1 QT
4	Motor oil SAE15W40 - CI-4 CF/SJ CI-4, CI-4 PLUS, CH-4, CK-4	15W40	WARREN	MAG1 FLEET		\$ 1.90	1 QT	\$ -	MAG1540FL	6/1 QT
5	Motor oil SAE15W40 - CI-4 CF/SJ CI-4, CI-4 PLUS, CH-4, CK-4	15W40	WARREN	MAG1 FLEET		\$ 7.00	1 GAL	\$ -	MAG1540FL	3/1 GAL
6	Motor oil SAE15W40 - CI-4, CI-4 PLUS, CH-4, CF-4/SJ, SM, CK-4	15W40	COMPASS	HD 15W40		\$ 437.25	55 GAL DRUM	\$ -	COM1540HD	55 GAL DRUM
7	Motor oil SAE15W40 - BULK CI-4, CI-4 PLUS, CH-4, CF-4/SJ, SM, CK-4	15W40	COMPASS	HD 15W40		\$ 5.25	GAL - BULK	\$ -	COM1540HD	BULK
8	Motor oil SAE15W40 - FA-4						1 QT	\$ -	N/A	
9	Motor oil SAE15W40 - FA-4						1 GAL	\$ -	N/A	
10	Motor oil SAE15W40 - BULK - FA-4						55 GAL DRUM	\$ -	N/A	
11	Motor oil SAE10 - CF/SJ CAT TO-2, ALLISON C-4 or equal	10W	COMPASS	HD FLEET 10		\$ 31.25	5 GAL PAIL	\$ -	COMHD10	5 GAL PAIL
12	Motor oil SAE10 - CF/SJ CAT TO-2, ALLISON C-4 or equal	10W	COMPASS	HD FLEET 10		\$ 343.75	55 GAL DRUM	\$ -	COMHD10	55 GAL DRUM
13	Motor oil 0W20 - GM Dexos approved or Equal	0W20	WARREN	MAG1 FS DEXOS		\$ 2.75	1 QT	\$ -	MAG020SY	6/1 QT
14	Motor oil 0W20 - GM Dexos approved or Equal	0W20	WARREN	MAG1 FS DEXOS		\$ 13.25	5 QT	\$ -	MAG020SY	5 QT
15	Motor oil 5W20 - CF/SJ SM, SJ, ILSAC GF-5	5W20	WARREN	MAG1		\$ 1.75	1 QT	\$ -	MAG520SB	6/1 QT
16	Motor oil 5W20 - Synthetic Blend CF/SJ SM, SJ, ILSAC GF-5	5W20	WARREN	MAG1		\$ 1.75	1 QT	\$ -	MAG520SB	6/1 QT
17	Motor oil 5W20 - Synthetic Blend - BULK - CF/SJ SM, SJ, ILSAC GF-5	5W20	COMPASS	SB 5W20		\$ 319.00	55 GAL DRUM	\$ -	COM520	55 GAL DRUM
18	Motor oil 5W30 - CF/SJ ILSAC GF-5	5W30	WARREN	SB 5W30		\$ 1.75	1 QT	\$ -	MAG530SB	6/1 QT
19	Motor oil 5W30 - Synthetic Blend CF/SJ ILSAC GF-5	5W30	WARREN	SB 5W30		\$ 1.75	1 QT	\$ -	MAG530SB	6/1 QT
20	Motor oil 5W30 - Synthetic Blend - BULK - CF/SJ SM, SJ, ILSAC GF-5	5W30	COMPASS	SB 5W30		\$ 319.00	55 GAL DRUM	\$ -	COM530	55 GAL DRUM
21	Motor oil 5W30 - GM Dexos approved or Equal	5W30	WARREN	MAG1 FS DEXOS		\$ 2.75	1 QT	\$ -	MAG530SY	6/1 QT
22	Motor oil 5W30 - GM Dexos approved or Equal	5W30	WARREN	MAG1 FS DEXOS		\$ 13.25	5 QT	\$ -	MAG530SY	5 QT
23	Motor oil 10W30 - CF/SJ SM, SJ, ILSAC GF-5	10W30	WARREN	MAG1		\$ 1.50	1 QT	\$ -	MAG1030	6/1 QT
24	Motor oil 10W30 Motorcraft Super Duty or Equal (must meet WSS-M2C171-F1, CES20086, Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EDS-4.5 standards)	10W30	SHELL	ROTELLA T4		\$ 3.15	1 QT	\$ -	SHE1030T4	6/1 QT
25	Motor oil 10W30 Motorcraft Super Duty or Equal (must meet WSS-M2C171-F1, CES20086, Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EDS-4.5 standards)	10W30	SHELL	ROTELLA T4		\$ 15.75	5 QT	\$ -	SHE1030T4	5 QT
26	Motor oil 10W30 - BULK - Motorcraft Super Duty or Equal (must meet WSS-M2C171-F1, CES20086, Detroit Diesel 93K2222, Volvo VDS-4.5, & Mack EDS-4.5 standards)	10W30	VALVOLINE	ALL FLEET PLUS		\$ 467.50	55 GAL DRUM	\$ -	VAL1030AF	55 GAL DRUM
27	Motor oil 10W30 - Diesel Engine Service SB (synthetic blend)	10W30	SHELL	ROTELLA TS 58		\$ 3.15	1 QT	\$ -	SHE1030TS	6/1 QT
28	Motor oil 10W30 - Diesel Engine Service SB (synthetic blend)	10W30	SHELL	ROTELLA TS 58		\$ 15.75	5 QT	\$ -	SHE1030TS	5 QT
29	Motor oil 10W30 - FA-4	10W30	SHELL	ROTELLA ULTRA FA-4		\$ 3.75	1 QT	\$ -	SHE1030UL	6/1 QT
30	Motor oil 10W30 - FA-4	10W30	SHELL	ROTELLA ULTRA FA-4		\$ 14.75	1 GAL	\$ -	SHE1030UL	3/1 GAL
31	Motor oil 10W40 - CF/SJ	10W40	WARREN	MAG1		\$ 1.75	1 QT	\$ -	MAG1040	6/1 QT
32	Motor oil 20W50 - CF/SJ	20W50	WARREN	MAG1		\$ 1.75	1 QT	\$ -	MAG2050	6/1 QT
33	Synthetic motor oil SAE 5W40 - CF/SJ	5W40	WARREN	MAG1 FS		\$ 4.50	1 QT	\$ -	MAG540SY	6/1 QT
34	Synthetic motor oil SAE 5W40 - CF/SJ	5W40	WARREN	MAG1 FS		\$ 15.75	1 GAL	\$ -	MAG540SY	3/1 GAL
35	Synthetic motor oil SAE 10W30 - CF/SJ	10W30	SHELL	FORMULA FS		\$ 3.75	1 QT	\$ -	SHE1030SY	6/1 QT
36	Synthetic motor oil SAE 5W40 - CI-4, CH-4/SJ	5W40	WARREN	MAG1 FS		\$ 4.50	1 QT	\$ -	MAG540SY	6/1 QT
<b>3.1.4 EXTREME PRESSURE (EP) GEAR LUBRICANT</b>										
37	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	80W90	COMPASS	HP 80W90		\$ 42.00	35# PAIL	\$ -	COM8090	35# PAIL
38	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	80W90	COMPASS	HP 80W90		\$ 144.00	120# KEG	\$ -	COM8090	120# KEG
39	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J or equal	85W140	COMPASS	HP 85W140		\$ 168.00	120# KEG	\$ -	COM85140	120# KEG
<b>3.1.5 GEAR LUBRICANT</b>										
40	Gear lubricant - mineral gear lube 90 GL-1	90WT	COMPASS	MINERAL GEAR		\$ 42.00	35# PAIL	\$ -	COM90GL1	35# PAIL
<b>3.1.6 SYNTHETIC LUBRICANT</b>										
41	SAE50 Powertrans EW 50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 8816 or equal	50WT	VALVOLINE	HD SYN TRAN, FLD.		\$ 157.50	35# PAIL	\$ -	VAL50	35# PAIL
<b>3.1.7 WHEEL BEARING &amp; CHASSIS GREASE</b>										
42	Wheel bearing and chassis grease summer weight NLGI #2	EP #2	PHILLIPS 66	MULTIPLEX 220		\$ 21.00	10 PAK-TUBE	\$ -	PHIM220	10 PAK
43	Wheel bearing and chassis grease summer weight NLGI #2	EP #2	PHILLIPS 66	MULTIPLEX 220		\$ 70.00	35# PAIL	\$ -	PHIM220	35# PAIL
44	Wheel bearing and chassis grease summer weight NLGI #2	EP #2	PHILLIPS 66	MULTIPLEX 220		\$ 234.00	120# KEG	\$ -	PHIM220	120# KEG
<b>3.1.8 ALL PURPOSE GREASE (MOLY):</b>										
45	All purpose grease (3% moly) water and heat resistant grease NGU #2	MOLY EP #2	PHILLIPS 66	MEGAPLEX XD3		\$ 25.20	10 PAK-TUBE	\$ -	PHIMXD3	10 PAK
46	All purpose grease (3% moly) water and heat resistant grease NGU #2	MOLY EP #2	PHILLIPS 66	MEGAPLEX XD3		\$ 78.75	35# PAIL	\$ -	PHIMXD3	35# PAIL
47	All purpose grease (3% moly) water and heat resistant grease NGU #2	MOLY EP #2	PHILLIPS 66	MEGAPLEX XD3		\$ 264.00	120# KEG	\$ -	PHIMXD3	120# KEG

EXHIBIT\_A  
PRICING PAGES

CMA 0212 OIL19  
Oil, Lubricants, Grease

3.1.9 HYDRAULIC OIL (HYDRAULIC HOIST OIL):										
48	Hydraulic oil-light weight R022 Turbine/Circulating Oil	22WT	SHELL	TELLUS S2 VX	\$ 69.75	5 GAL PAIL	\$ -	TELS2V22	5 GAL PAIL	*
49	Hydraulic oil-light weight (AW32)	32WT	COMPASS	AW HYDRAULIC	\$ 29.90	5 GAL PAIL	\$ -	COMPAW32	5 GAL PAIL	*
50	Hydraulic oil-light weight (AW32)	32WT	COMPASS	AW HYDRAULIC	\$ 316.25	55 GAL DRUM	\$ -	COMPAW32	55 GAL DRUM	*
51	Hydraulic oil-medium weight (AW46)	46WT	COMPASS	AW HYDRAULIC	\$ 29.90	5 GAL PAIL	\$ -	COMPAW46	5 GAL PAIL	*
52	Hydraulic oil-medium weight (AW46)	46WT	COMPASS	AW HYDRAULIC	\$ 5.75	55 GAL DRUM	\$ -	COMPAW46	55 GAL DRUM	*
53	Hydraulic oil-heavy weight (AW68)	68WT	COMPASS	AW HYDRAULIC	\$ 29.90	5 GAL PAIL	\$ -	COMPAW68	5 GAL PAIL	*
54	Hydraulic oil-heavy weight (AW68)	68WT	COMPASS	AW HYDRAULIC	\$ 316.25	55 GAL DRUM	\$ -	COMPAW68	55 GAL DRUM	*
3.1.10 CATAPILLAR HYDRAULIC OIL										
55	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	10WT	COMPASS	T0-4 10	\$ 30.25	5 GAL PAIL	\$ -	COMT0410	5 GAL PAIL	*
56	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	10WT	COMPASS	T0-4 10	\$ 277.75	55 GAL DRUM	\$ -	COMT0410	55 GAL DRUM	*
3.1.11 TRANSMISSION FLUID										
57	Automatic Transmission Fluid - Multi Vehicle - Dexron II, Mercon, or equal	ATF	WARREN	DEXRON/MERCON	\$ 1.75	1 QT	\$ -	MAGATFD2X	6/1 QT	*
58	Automatic Transmission Fluid - Multi Vehicle - Dexron II, Mercon, or equal	ATF	COMPASS	DEXRON/MERCON	\$ 288.75	55 GAL DRUM	\$ -	COMATFDM	55 GAL DRUM	*
59	Transmission fluid - CAT T0-4, Allison C-4, or Equal	30WT	COMPASS	T0-4 30	\$ 36.25	5 GAL PAIL	\$ -	COMT0430	5 GAL PAIL	*
60	Transmission fluid - CAT T0-4, Allison C-4, or Equal	30WT	COMPASS	T0-4 30	\$ 371.25	55 GAL DRUM	\$ -	COMT0430	55 GAL DRUM	*
61	Automatic Transmission Fluid - Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3 ATF+4 or equal	MV ATF	WARREN	MAG1 LV MV ATF	\$ 2.99	1 QT	\$ -	MAGATFLV	6/1 QT	*
62	Transmission fluid - Dexron -VI-ATF or equal	MV ATF	WARREN	MAG1 LV MV ATF	\$ 2.99	1 QT	\$ -	MAGATFLV	6/1 QT	*
63	TES - 295 Allison TES-295 Fluid BP Autran or Equal	ALLISON TES-295	BP	AUTRAN 295 SYN	\$ 31.00	1 GAL	\$ -	BPAS295	6/1 GAL	*
64	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	MV ATF	WARREN	MAG1 LV MV ATF	\$ 2.99	1 QT	\$ -	MAGATFLV	6/1 QT	*
65	Automatic Transmission Fluid - MOTORCRAFT MERCON 5P or equal	FS MV ATF	WARREN	MAG1 FS MV ATF	\$ 3.50	1 QT	\$ -	MAGATFLMV	6/1 QT	*
66	Transmission Fluid - VALVOLINE CVT FLUID or equal	FS CVT	WARREN	MAG1 CVT FS	\$ 4.95	1 QT	\$ -	MAGATFCVT	6/1 QT	*
3.1.12 COMBINATION FLUID										
67	Combination Fluid: Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	HYD. TRACTOR FLUID	COMPASS	HTF	\$ 32.50	5 GAL PAIL	\$ -	COMHTF	5 GAL PAIL	*
68	Combination Fluid: Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	HYD. TRACTOR FLUID	COMPASS	HTF	\$ 316.25	55 GAL DRUM	\$ -	COMHTF	55 GAL DRUM	*
3.1.13 RAILROAD DIESEL ENGINE OIL										
69	Railroad diesel engine oil must be a generation 5 oil as designated by (LMDA) EMD approved	EMD DEO	COMPASS	RAILROAD 40	\$ 385.00	55 GAL DRUM	\$ -	COMRR40	55 GAL DRUM	*
3.1.14 SYNTHETIC MULTIPURPOSE GEAR LUBRICANT										
70	75W90 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS or equal	75W90 WT	COMPASS	SYNTHETIC	\$ 78.75	35# PAIL	\$ -	COM7590SY	35# PAIL	*
71	75W90 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, REV. C, EATON E500, MACK GO-J PLUS or equal	75W90 WT	COMPASS	SYNTHETIC	\$ 276.00	120# KEG	\$ -	COM7590SY	120# KEG	*
72	80W140 GL-5 Synthesized multipurpose gear lubricant - DANA SHADES 256, ARVIN MERITOR O-76, MACK GO-J or equal	80W 140 WT	COMPASS	SYNTHETIC	\$ 87.50	35# PAIL	\$ -	COM80140SY	35# PAIL	*
3.1.15 FORMULATED GEAR OIL (LS)										
73	Limited slip gear lubricant GL-5 80W90	80W90	COMPASS	GL-5 GEAR OIL	\$ 42.00	35# PAIL	\$ -	COM8090	35# PAIL	*
74	Limited slip gear lubricant GL-5 80W90	80W90	COMPASS	GL-5 GEAR OIL	\$ 144.00	120# KEG	\$ -	COM8090	120# KEG	*
3.1.16 DEPOSIT & CREDIT FOR RETURNABLE 55 GALLON DRUMS										
75	Deposit & Credit for Returnable 55 Gal. Drum (Inc. in product price)	55 GAL DRUM					Must be included in Drum Price	Drum (each)	No Additional Charge permitted	
<b>GRAND TOTAL:</b>							\$	-		

\* Indicates where the Unit of Measure and Commodity Line Item in the submitted bid scenario pricing is adjusted in the award pricing pages to match the most common (UOM) packaging ordered/shipped.

**Pugh Lubricants LLC dba Apollo Lubricants**

Vendor's Name: **(Apollo Oil)**  
Contract Manager's

Name: **Gary Sweeney**

Phone: **304-482-0173**

Fax: **866-231-4639**

Email Address: [gsweeney@apollooil.com](mailto:gsweeney@apollooil.com)



# CERTIFICATE OF LIABILITY INSURANCE

3/10/2020

DATE (MM/DD/YYYY)  
4/26/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL ADDRESS:</b>	<b>FAX</b> (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> 1425611 POC INVESTORS, LLC 701 MCDOWELL ROAD ASHEBORO NC 27205	<b>INSURER A :</b> Nationwide Agribusiness Insurance Co <b>NAIC #</b> 28223	
	<b>INSURER B :</b> Twin City Fire Insurance Company <b>29459</b>	
	<b>INSURER C :</b> Navigators Insurance Company <b>42307</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 16044970                      **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	CPP141109A	3/10/2019	3/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> X MCS-90	Y	N	CPP141109A	3/10/2019	3/10/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	CU141109A	3/10/2019	3/10/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ XXXXXXXX
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	37WEIC7259	3/10/2019	3/10/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<b>EXCESS LIABILITY</b>	N	N	CH19EXR896807IV	3/10/2019	3/10/2020	LIMIT: \$8,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THE STATE OF WEST VIRGINIA IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL AND AUTOMOBILE LIABILITY COVERAGE, ONLY AS REQUIRED BY WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

### CERTIFICATE HOLDER

### CANCELLATION

**16044970**  
 West Virginia Department of Administration  
 2019 Washington Street, East  
 PO Box 50130  
 Charleston WV 25305-0130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.