



**State of West Virginia
Department of Administration
Purchasing Division**

NOTICE

Due to the size of this bid, it was impractical to scan every page for online viewing. We have made an attempt to scan and publish all pertinent bid information. However, it is important to note that some pages were necessarily omitted.

If you would like to review the bid in its entirety, please contact the buyer. Thank you.



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

Request for Quotation

RFQ NUMBER
OIL10

PAGE
1

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

VENDOR

*709063326 859-744-5444
 APOLLO OIL
 1175 EARLY DRIVE
 WINCHESTER KY 40391

SHIP TO

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

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

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

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

RECEIVED
 2010 SEP 17 P 12:31
 PURCHASING DIVISION
 STATE OF WV

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
Dale Handwick	304 722 6900	9/14/2010	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
GM Nitro Division	611009071		

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
{a} conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.



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

VENDOR

*709063326 859-744-5444
 APOLLO OIL
 1175 EARLY DRIVE
 WINCHESTER KY 40391

SHIP TO

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

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

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<p>ANY CHARGES FOR SUPERFUND TAX MUST BE INCLUDED IN THE BID ITEM PRICE.</p> <p>PRICES ARE PER THE ATTACHED "PRICING PAGE -OIL10"</p> <p>ALL ORDERS THAT TOTAL \$100.00 OR MORE MUST BE SHIPPED F.O.B. DESTINATION. ORDERS LESS THAN \$100.00 MAY BE OBTAINED BY THE AGENCY USING ALTERNATIVE PROCUREMENT METHODS. IF THE AGENCY CHOOSES TO ORDER LESS THAN \$100.00 ANY TRANSPORTATION COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.</p> <p>THIS CONTRACT COVERS CASE LOTS, TRAILER LOAD PRICES AND BULK DELIVERY TO ANY LOCATION WITHIN WEST VIRGINIA. A TRAILER LOAD NORMALLY WILL BE BETWEEN 40,000 AND 45,000 POUNDS. TRAILER LOAD SHIPMENTS DO NOT NECESSARILY HAVE TO BE ONE PRODUCT. A COMBINATION OF ANY AND ALL PRODUCTS MAY BE ORDERED TO MEET THE TRAILER LOAD PRICE.</p> <p>CONTRACT AWARD: THIS CONTRACT WILL NOT BE SPLIT. THE AWARD WILL BE MADE TO THE VENDOR WITH THE LOW BID FOR ALL ITEMS SHOWN, (MEETING MANDATORY SPECIFICATIONS), UNIT PRICE LESS THAN TRUCKLOAD AND BULK PRICES.</p>						
0001	1	LS		405-39		
LUBRICANTS, OIL AND GREASES						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dale Hardwick</i>	TELEPHONE 304 722 6900	DATE 9/14/2010
TITLE <i>Gm Nitro Division</i>	FEIN 611009071	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, SEPTEMBER 7, 2010. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304.558.4115 E-MAIL: JO.A.ADKINS@WV.GOV</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dale Hardwick</i>	TELEPHONE 304 722 6900	DATE 9/14/2010
TITLE <i>GM Nitor Division</i>	FEIN 611009071	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dal. Handwreck</i>	TELEPHONE <i>304 722 6900</i>	DATE <i>9/14/2010</i>
TITLE <i>GM Nitro Division</i>	FEIN <i>611009071</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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

RODNEY

*709063326 859-744-5444
 APOLLO OIL
 1175 EARLY DRIVE
 WINCHESTER KY 40391

SHIP TO

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dal. Handwick</i>	TELEPHONE 304 722 6906	DATE 9/14/2010
TITLE <i>GM Netco Division</i>	FEIN 611009071	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 <i>DN</i> ✓</p> <p>NO. 2 <i>DN</i> ✓</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Dale Hardwick</i> SIGNATURE <i>Apollo Oil, LLC</i> COMPANY <i>9/14/2010</i> DATE </p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Dale Hardwick</i>	TELEPHONE <i>304 722 6900</i>	DATE <i>9/14/2010</i>	
TITLE <i>GM Nitro Division</i>	FEIN <i>611009071</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: FILE 42</p> <p>RFQ. NO.: OIL10</p> <p>BID OPENING DATE: 09/21/2010</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dale Handwick</i>	TELEPHONE 304 722 6900	DATE 9/14/2010
TITLE <i>Gm Netw Division</i>	FEN# 011009071	ADDRESS CHANGES TO BE NOTED ABOVE

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CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Dale Hardwick</i>						
***** THIS IS THE END OF RFQ OIL10 ***** TOTAL:						<u>\$ 1,001,853.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dale Hardwick</i>	TELEPHONE 304 722 6900	DATE 9/14/2010
TITLE GM Nitro Division	FEIN 611009071	ADDRESS CHANGES TO BE NOTED ABOVE

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OIL10

General Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

SAE J183 – Engine oil performance and engine service classification.

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

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

US Government Printing Office
Superintendent of Documents
Washington, DC

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

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

Warranty:

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

Service and Manuals:

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

Acceptance, inspection and quality assurance:

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

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

Delivery:

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

Drum Deposits:

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

Deposit and credit for returnable 55 gal. drums \$ - 0 - each

Material Safety Data Sheets:

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

Item Specifications:

Items 1&2

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

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

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

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

Items 3 -14, 47

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

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

gasoline engines.

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

Motor oil for all diesel and gasoline engine service:

API Service Categories:

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

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

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

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

Minimum viscosity index for all motor oils shall be 95.

Items 15-17

Extreme Pressure Gear Lubricant:

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

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

SAE Viscosity Grades – 80W90 and 85W140

Item 18

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

Item 19

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

Items 20 - 22

Wheel Bearing and Chassis Grease:

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

Salient Characteristics: (High Dropping Point)

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

NLGI #1 310-340

NLGI #2 265-295

10. NLGI - GC/LB

Items 23 - 25

All Purpose Grease (Moly):

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

Salient Characteristics:

1. NLGI Consistency #2

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

Items 26 - 32

Hydraulic Oil (Hydraulic Hoist Oil):

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

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

Grades:

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

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

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

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

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

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

Minimum viscosity index for all Hydraulic Oils shall be 95

Light Weight – Cincinnati Milacron Specifications p-68

Medium Weight – Cincinnati Milacron Specifications p-70

Heavy Weight – Cincinnati Milacron Specifications p-69

Items 33 - 34

Transmission Fluid:

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

Items 35-36

TO-4 Fluids

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

Item 37

Transmission Fluid:

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

Items 38 -39

Combination Fluid:

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

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

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

Items 40

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

Items 41

Synthetic Motor Oil for Diesel and Gasoline Engines:

API Service Categories

SAE 5W30 – CF/SL

SAE 10W30 – CF/SL

SAE 5W40 – CJ-4

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

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

Items 42 - 44

Synthetic Multipurpose Gear Lubricant:

API Service Category – GL-5

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

SAE Viscosity grades, 75W90 and 80W140

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

Items 45 - 46

Formulated Gear Oil:

API Service Category – GL-5

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

SAE Viscosity grade: 80W90

ITEM 48

Automatic Transmission Fluid meeting GM specification DEXRON-VI.

ITEM 49

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

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

RFQ No. OIL 10

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Apollo Oil, LLC.

Authorized Signature: [Signature] Date: 9-1-10

State of Kentucky

County of Clark, to-wit:

Taken, subscribed, and sworn to before me this 1st day of September, 2010

My Commission expires 4/20, 2011.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature: Sharon H. Hollon]

VENDOR: *App 110 OIL*

PRICING PAGE - OIL 10

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	EST. QTY.	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED PRICE LESS THAN TRUCK LOAD
1	Motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil) API TC	24/8 oz. pps./cs.	Spectrum	Sfo-Mix	1800	\$ 1.50 /pt.	\$ 1.50 /pt.	\$ 1.50 /pt.
2	Motor oil for lubricating 2 cycle engines (out board motor oil) API TC-W3	12/1 qt. plastic containers	Praxel-Dil	National TC-W3	1300	\$ 2.69 /qt.	\$ 2.69 /qt.	\$ 2.69 /qt.
3	Motor oil for all diesel and gasoline engine service SAE30 CF-2-CF/SJ	12/1 qt. plastic containers	Valvoline	AF 30	3300	\$ 2.47 /qt.	\$ 2.47 /qt.	\$ 2.47 /qt.
4	Motor oil for all diesel and gasoline engine service SAE15W40 CH4 CF/SJ CH-4, CH-4 PLUS, CH-4, CG-4	12/1 qt. plastic containers	Valvoline	AF15/40	150,000	\$ 2.30 /qt.	\$ 2.30 /qt.	\$ 2.30 /qt.
5	Motor oil for all diesel and gasoline engine service SAE15W40 CH-4, CH-4 PLUS, CH-4, CG-4, CF-4/SL, SM	55 gal. drum	Valvoline	AF15/40	1320 gal	\$ 6.65 /gal.	\$ 6.65 /gal.	\$ 6.65 /gal.
6	Motor oil for all diesel and gasoline engine service SAE15W40 BULK CH-4, CH-4 PLUS, CH-4, CG-4, CF-4/SL, SM	BULK 6,000 gal. drum	Valvoline	AF15/40	6000 gal	\$ 6.20 /gal.	\$ 6.20 /gal.	\$ 6.20 /gal.
7	Motor oil for all diesel and gasoline engine service SAE10 CF/SL CAT TO-2, ALLISON C-4	5 gal. containers	Valvoline	AF 10	2400 gal	\$ 6.60 /gal.	\$ 6.60 /gal.	\$ 6.60 /gal.
8	Motor oil for all diesel and gasoline engine service SAE10 CF/SL CAT TO-2, ALLISON C-4	55 gal. drum	Valvoline	AF 10	55 gal.	\$ 6.50 /gal.	\$ 6.50 /gal.	\$ 6.50 /gal.
9	Motor oil for all diesel and gasoline engine service SAE20 CF/SL SM, SJ, ILSAC GF-4	12/1 qt. plastic containers	Valvoline	AC S/20	5000	\$ 7.72 /gal.	\$ 7.72 /gal.	\$ 7.72 /gal.
10	Motor oil for all diesel and gasoline engine service SAE30 CF/SL ILSAC GF-4	12/1 qt. plastic containers	Valvoline	AC S/30	10000	\$ 1.93 /qt.	\$ 1.93 /qt.	\$ 1.93 /qt.
11	Motor oil for all diesel and gasoline engine service SAE30 CF/SL SM, SJ, ILSAC GF-4	55 gal. drum	Valvoline	AC S/30	550 gal.	\$ 7.25 /gal.	\$ 7.25 /gal.	\$ 7.25 /gal.
12	Motor oil for all diesel and gasoline engine service SAE30 CF/SL SM, SJ, ILSAC GF-4	12/1 qt. plastic containers	Valvoline	AC 10/30	58000	\$ 1.90 /qt.	\$ 1.90 /qt.	\$ 1.90 /qt.
13	Motor oil for all diesel and gasoline engine service SAE30 CF/SL	12/1 qt. plastic containers	Valvoline	AC 10/40	500	\$ 1.90 /qt.	\$ 1.90 /qt.	\$ 1.90 /qt.
14	Motor oil for all diesel and gasoline engine service SAE30 CF/SL	12/1 qt. plastic containers	Shell	Formulix 20/50	500	\$ 2.50 /qt.	\$ 2.50 /qt.	\$ 2.50 /qt.
15	Extreme pressure gear lubricant SAE30 GL-5, MT-1, MACK GO-J	35 lb. containers	Valvoline	HP60 80/90	280 lb.	\$ 1.40 /lb.	\$ 1.40 /lb.	\$ 1.40 /lb.
16	Extreme pressure gear lubricant SAE30 GL-5, MT-1, MACK GO-J	120 lb. containers	Valvoline	HP60 80/90	3360 lb.	\$ 1.40 /lb.	\$ 1.40 /lb.	\$ 1.40 /lb.
17	Extreme pressure gear lubricant SAE30 GL-5, MT-1, MACK GO-J	120 lb. containers	Valvoline	HP60 85/90	720 lb.	\$ 1.40 /lb.	\$ 1.40 /lb.	\$ 1.40 /lb.
18	Extreme pressure gear lubricant mineral gear lube 90 gl-1	35 lb. containers	Shell	Dextel	385 lb.	\$ 1.66 /lb.	\$ 1.66 /lb.	\$ 1.66 /lb.
19	Powertranz EW-50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816	35 lb. containers	Citgo	Syn 50	350 lb.	\$ 3.19 /lb.	\$ 3.19 /lb.	\$ 3.19 /lb.
20	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2oz tubes	Valvoline	Cerulanz #2	2500	\$ 1.90 /tube	\$ 1.90 /tube	\$ 1.90 /tube
21	Wheel bearing and chassis grease summer weight NLGI #2	35 lb. containers	Shell	Reliance LX	245 lb.	\$ 1.96 /lb.	\$ 1.96 /lb.	\$ 1.96 /lb.

VENDOR: *Apollo Oil*

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MGFR	BRAND BID	EST. QTY.	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED PRICE LESS THAN TRUCK LOAD
22	Wheel bearing and chassis grease summer weight NLGI #2	120 lb. containers	Valvoline	Centlex #2	1200 lb	2.00 /lb.	2.00 /lb.	2.00 /lb.
23	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2oz tubes 10 tube/case	Valvoline	Palladium	120	2.50 /tube	2.50 /tube	2.50 /tube
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb. containers	Valvoline	Palladium	200 lb	2.50 /lb.	2.50 /lb.	2.50 /lb.
25	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb. containers	Valvoline	Palladium	240 lb	2.50 /lb.	2.50 /lb.	2.50 /lb.
26	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal. container	Shell	Tellus T2	45 gal	11.67 /gal.	11.67 /gal.	11.67 /gal.
27	Hydraulic oil-light weight	5 gal. container	Pinnacle Res	AW32	45 gal	7.22 /gal.	7.22 /gal.	7.22 /gal.
28	Hydraulic oil-light weight	55 gal drum	Pinnacle Res	AW32	24200 gal	5.82 /gal.	5.82 /gal.	5.82 /gal.
29	Hydraulic oil-medium weight	5 gal. container	Pinnacle Res	AW46	35 gal	7.22 /gal.	7.22 /gal.	7.22 /gal.
30	Hydraulic oil-medium weight	55 gal drum	Pinnacle Res	AW46	11000 gal	5.82 /gal.	5.82 /gal.	5.82 /gal.
31	Hydraulic oil-heavy weight	5 gal. container	Pinnacle Res	AW68	200 gal	7.22 /gal.	7.22 /gal.	7.22 /gal.
32	Hydraulic oil-heavy weight	55 gal drum	Pinnacle Res	AW68	880 gal	5.82 /gal.	5.82 /gal.	5.82 /gal.
33	Transmission fluid - Multi Vehicle ATF	12/1 qt. plastic containers	Valvoline	Mer/Dex	22000	1.91 /qt.	1.91 /qt.	1.91 /qt.
34	Transmission fluid - Multi Vehicle ATF	55 gal drum	Shell	Formula ATF	495 gal	7.78 /gal.	7.78 /gal.	7.78 /gal.
35	Transmission fluid - TO - 4 fluid	5 gal. container	Valvoline	DriveTrain	350 gal	11.00 /gal.	11.00 /gal.	11.00 /gal.
36	Transmission fluid - TO - 4 fluid	55 gal drum	Valvoline	DriveTrain	605 gal	10.00 /gal.	10.00 /gal.	10.00 /gal.
37	Automatic Transmission Fluid Multi-Vehicle ATF API DEXON III, MERCON, MERCON V, ATF+3 ATF+4	12/1 qt. plastic containers	Valvoline	MultiR ATF	1000	2.95 /qt.	2.95 /qt.	2.95 /qt.
38	Combination fluid, combination hydraulic	5 gal. container	Pinnacle Res	Prem UTH	250 gal	7.30 /gal.	7.30 /gal.	7.30 /gal.
39	Combination fluid, combination hydraulic	55 gal drum	Pinnacle Res	Prem UTH	20900 gal	6.10 /gal.	6.10 /gal.	6.10 /gal.
40	Railroad diesel engine oil be a generation 4 oil as designated by (LOMA) EMD approved	55 gal drum (LOMA) generation 4 SAE40	Shell	Capinus XR40	880 gal	9.60 /gal.	9.60 /gal.	9.60 /gal.
41	Synthetic motor oil for gasoline and diesel engines SAE 5W40 CH-4/SJ Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS	12/1 qt. plastic containers	Valvoline	Prem Blue	100	5.15 /qt.	5.15 /qt.	5.15 /qt.
42		35 lb. container	Citgo	Synlurance 75/90	700 lb	3.19 /lb.	3.19 /lb.	3.19 /lb.

VENDOR: Appollo Oil

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MEGR	BRAND BID	EST. QTY.	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED PRICE LESS THAN TRUCK LOAD
43	Synthesized multipurpose gear lubricant 80W/40 DANA SHADES 256, ARVIN MERITOR 0-76, MACK GO-J	35 lb. container	Citgo	Syndurance Boyluo	140 lb.	\$ 3.19 /lb.	\$ 3.19 /lb.	\$ 3.19 /lb.
44	Synthesized multipurpose gear lubricant 75W80 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS	120 lb. container	Citgo	Syndurance 75/86	120 lb.	\$ 3.15 /lb.	\$ 3.15 /lb.	\$ 3.15 /lb.
45	Limited slip gear lubricant 80W90 GL-5	35 lb. container	Shell	Spirax LS	770 lb.	\$ 1.80 /lb.	\$ 1.80 /lb.	\$ 1.80 /lb.
46	Limited slip gear lubricant 80W90 GL-5	120 lb. container	Shell	Spirax LS	1080 lb.	\$ 1.75 /lb.	\$ 1.75 /lb.	\$ 1.75 /lb.
47	Motor oil for all diesel and gasoline engine service SM, ILSAC GF-4 5W20 CF/SL	55 gal. drum	Valvoline	AC 5/20	1300 lb.	\$ 7.50 /gal.	\$ 7.50 /gal.	\$ 7.50 /gal.
48	Transmission fluid - Dexron -VI-ATF	6/1 qt. Plastic Containers	Valvoline	ATF Dex VI	120	\$ 19.52 /gal.	\$ 19.52 /gal.	\$ 19.52 /gal.
49	TES - 295 Alison TES Fluid	6/1 qt. Plastic Containers	BP	Autra 295	30	\$ 29.00 /gal.	\$ 29.00 /gal.	\$ 29.00 /gal.

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

DEPOSIT AND CREDIT FOR RETURNABLE 55 GAL DRUMS: NA EACH.

LOCATION OF WAREHOUSES FROM WHICH SHIPMENT CAN BE MADE:

Nitro, WV

CONTRACT COORDINATOR: Dale Hardwick
 PHONE: 304 722 6900
 TOLL FREE #: 866 722 6900
 FAX: 304 722 6972
 EMAIL: dhardwick@polloil.com

NAME (Type): Dale Hardwick
 SIGNATURE: Dale Hardwick
 TITLE: General Manager
 DATE: 8/27/2010



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

**Request for
 Quotation**

RFQ NUMBER
OIL10

PAGE
1

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

*709063326 859-744-5444
**APOLLO OIL
 1175 EARLY DRIVE
 WINCHESTER KY 40391**

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2010				
BID OPENING DATE: 09/21/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>***** ADDENDUM NO. 2 *****</p> <p>1. MANDATORY PRE-BID SIGN-IN SHEETS ATTACHED.</p> <p>2. ALL ORDERS THAT TOTAL \$250.00 OR MORE MUST BE SHIPPED F.O.B. DESTINATION. ORDERS LESS THAN \$250.00 MAY BE OBTAINED BY THE AGENCY USING ALTERNATIVE PROCUREMENT METHODS. IF THE AGENCY CHOOSE TO ORDER LESS THAN \$250.00 ANY TRANSPORTATION COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.</p> <p>AGENCIES MAY MAKE SMALL PURCHASES (UNDER \$250.00) FROM A LOCAL SOURCE IF PRICING INCLUDES DELIVERY AND A SAVINGS RESULTS.</p> <p>NOTE: AGENCIES ARE NOT PERMITTED TO STRING ORDERS TO CIRCUMVENT PURCHASING POLICY.</p> <p>EXHIBIT 6</p> <p>PRICE ADJSUTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH: INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A SUBSTANTIAL PART OF THE PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUEST MUST BE SUBSTANTIATED IN MANNER ACCEPTABLE TI THE DIRECTOR PURCHASING, E.G.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Del Handwick* TELEPHONE **304 7226900** DATE **9/13/2010**
 TITLE **GM** FEIN **611009071** ADDRESS CHANGES TO BE NOTED ABOVE

GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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

**Request for
 Quotation**

BFO NUMBER
OIL10

PAGE
2

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

*709063326 859-744-5444
 APOLLO OIL
 1175 EARLY DRIVE
 WINCHESTER KY 40391

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/12/2010				
BID OPENING DATE: 09/21/2010		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR AN INCREASE SHOULD BE RECEIVED IN WRITING BY THE DIRECTOR OF PURCHASING AT LEAST 30 DAYS IN ADVANCE OF THE EFFECTIVE DATE OF THE INCREASE. ANY TIME THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT THE PRICE ADJUSTMENT AND AMEND THE CONTRACT ACCORDINGLY OR REJECT THE ADJUSTMENT IN ITS ENTIRETY AND CANCEL THE CONTRACT.</p> <p>PREFERRED TERMS: IT IS PREFERRED THAT THE PRICES ON THIS CONTRACT ARE FIRM FOR LIFE OF THE CONTRACT, AS INDICATED IN THE LIFE OF CONTRACT CLAUSE CONTAINED HEREIN, NOT TO EXCEED ONE (1) YEAR.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF THE CONTRACT, HE MUST INDICATE ONE OF THE PARAGRAPHS LISTED BELOW. FAILURE TO QUALIFY THE PREFERRED TERMS WILL BIND THE VENDOR TO A FIRM PRICE FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS: (X) THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR 90 DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF 90 DAYS.</p> <p>3. ITEMS 33 AND 34 CONVENTIONAL ATF MERCONIII/DEXRON</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Dale Handwick</i>	TELEPHONE 304 722 6900	DATE 9/13/2010	
TITLE GM	FEIN 611009071	ADDRESS CHANGES TO BE NOTED ABOVE	



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

**Request for
 Quotation**

RFQ NUMBER
OIL10

PAGE
3

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

APOLLO OIL

*709063326 859-744-5444
**APOLLO OIL
 1175 EARLY DRIVE
 WINCHESTER KY 40391**

APOLLO OIL

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

DATE PRINTED 09/12/2010	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **09/21/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		405-39		
LUBRICANTS, OIL AND GREASES						
***** THIS IS THE END OF RFQ					OIL10 ***** TOTAL:	<u>\$1,001,853.00</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Dale Handwerck</i>	TELEPHONE 304 722 6900	DATE 9/13/2010
TITLE GM	FEIN 611009071	ADDRESS CHANGES TO BE NOTED ABOVE

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

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

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

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

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

Bidder: Dale Hardwick Signed: Dale Hardwick
Date: 9/14/2010 Title: GM Nitro Division

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