



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

State of West Virginia
Request for Quotation

Proc Folder: 60515

Doc Description: OIL 15 - STATEWIDE CONTRACT FOR OILS, LUBRICANTS & GREASE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-09	2015-01-20 13:30:00	CRFQ 0212 SWC1500000010	1

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:

Harris Oil Co. Inc.

P.O. Box 685

Spencer, WV

25276

01/20/15 13:10:31
West Virginia Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Evelyn Melton

(304) 558-7023

evelyn.p.melton@wv.gov

Signature X

Wayne Harris

FEIN #

55-0480256

DATE

1/20/15

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

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS 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 AND GREASE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
15120000			

Extended Description :

STATEWIDE CONTRACT FOR OILS, LUBRICANTS AND GREASE.

NOTE: WHEN RESPONDING THROUGH VSS, UNIT PRICE FOR COMMODITY LINE 1 WILL BE YOUR GRAND TOTAL AMOUNT FROM EXHIBIT A - PRICING PAGES.

THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR OILS, LUBRICANTS AND GREASE. THIS CONTRACT SHALL COVER ALL WEST VIRGINIA STATE AGENCIES.

SWC1500000010	Document Phase Final	Document Description OIL15 - STATEWIDE CONTRACT FOR OILS, LUBRICANTS & GREASE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 23, 2014 - end of business

Submit Questions to: Evelyn P. Melton
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: evelyn.p.melton@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 20, 2014 - Tuesday @1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"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: This Contract becomes effective on _____
upon award 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 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. Renewal of this Contract is limited to _____ two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

- ☐ **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.

prices may change UP OR DOWN. Every 6-months.
with verification from manufacture.

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

☐ **BID BOND:** All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **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.

☐ **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.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐
☐
☐
☐
☐

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 above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, 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.

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. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ for _____.
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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** 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. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. 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>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 32. 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.
- 33. 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.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. 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.

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.

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 hearth, 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids for a blanket 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, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the solicitation.
 - 2.3 **“CRFQ”** means the official request for quotation published by the Purchasing Division and identified as SWC1500000010.

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 on the pricing pages must meet or exceed the mandatory requirements as shown below.

3.1.1 Items 1 & 2

- 3.1.1.1 **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 manufacturers 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 or equal.

3.1.1.2 Out Board Motor Oil: This motor oil shall be high quality, ashless and specifically compounded and marketed for mixing with gasoline to lubricate two-cycle, water cooled engines. Must be tested and certified by the National Marine Manufacturers Association (NMMA) for TC-W III.

The motor oil shall be satisfactory for use in 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 or equal.

3.1.2 Items 3 – 14 & 47

3.1.2.1 Motor oil and hydraulic oil: Shall be produced from virgin materials, suitable for use in passenger cars and trucks, and heavy duty engines used in trucks and heavy construction equipment, diesel and gasoline engines. The viscosity grade, SAE 15W-40 must be API certified and have the API seal of approval on the product.

The oil furnished shall meet the performance requirement ("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.

Crankcase oil must be 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 or equal

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

Minimum viscosity index for all motor oils shall be 95.

3.1.3 Items 15 - 17

3.1.3.1 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

3.1.4 Item 18

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

3.1.5 Item 19

3.1.5.1 Synthetic Lubricant: Must be fully synthetic, SAE50 lubricant for use in heavy –duty truck manual transmissions that meet EATON PS-164, R7, MACT TO-A PLUS, NAVISTAR TMS 6816 or equal.

3.1.6 Items 20 - 22

3.1.6.1 Wheel bearing and chassis grease: Shall be designated by manufacturers as suitable for a multi-purpose use in cars, light and heavy duty trucks, and industrial equipment. Must be made from a lithium complex soap.

This grease shall have good resistance to oxidation & water washout, shall possess outstanding anti-wear properties, rust protection, extreme pressure properties and has a good load carrying capacity.

Must meet minimum Salient Characteristics below: (High Dropping Point)

1. NLGI Consistency #1 and #2
2. Resistance to water without washout (ASTM D 1264)

3. Leakage resistance (ASTM D 1263)
4. Dropping point (ASTM D2265) of Min. 450 degree F.
5. Worked penetration (ASTM D217)
NLGI# 1 310-340
NLGI #2 265-295
6. NLGI – GC/LB

3.1.7 Items 23 -25

3.1.7.1 All Purpose Grease (Moly): Shall be designated by the manufacturer as suitable for use in industrial, automotive and construction equipment applications including heavy stock loading conditions. Specified for use with Caterpillar Registered Trademark or equal

Must meet minimum Salient Characteristics below:

1. NLGI Consistency #2
2. Dropping point (ASTM D 2265) of Min. 500 Degree F.
3. 3% Moly

3.1.8 Items 26 - 32

3.1.8.1 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.

Abex Denision HF-0, HF-1 HF-2
Sperry Vickers M-2950-S, 1-286-S
Sunstrand Hydrostatics
Or equal

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 demulsifying characteristics and shall not produce deleterious effects on neoprene, leather or other type seals used in such hydraulic systems. Products shall contain corrosion, oxidation, anti-wear and foam inhibitors in sufficient quantities and quality to adequately protect the hydraulic system including pumps, motor and valves. This oil shall be tested per ASTM D2619 and approved for use as quality product in this application.

Minimum viscosity index for all Hydraulic Oil shall be 95.

3.1.9 Items 33 & 34

3.1.9.1 Transmission Fluid: DEXRON II – MERCON OR EQUAL

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

3.1.10 Items 35 & 36

3.1.10.1 TO-4 Fluids:

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

3.1.11 Item 37

3.1.11.1 Automatic Transmission Fluid: DEXRON III, MERCON, MERCONV, ATF+3 & ATF+4 OR EQUAL

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

3.1.12 Items 38 & 39

3.1.12.1 Combination Fluid:

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

Combination fluid, combination hydraulic, transmission and differential fluid for use in tractor 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 or equal.

3.1.13 Items 40

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

3.1.14 Items 41

3.1.14.1 Synthetic Motor Oil for Diesel and Gasoline Engines:

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

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

3.1.15 Items 42 - 44

3.1.15.1 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.

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

3.1.16 Items 45 & 46

3.1.16.1 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, anti-wear and foam inhibitors for transmissions and differentials.

SAE Viscosity grade: 80W90

3.1.17 Item 48: DEXRON-VI OR EQUAL

3.1.17.1 Automatic Transmission Fluid meeting GM specification or equal

3.1.18 Item 49

3.1.18.1 Heavy-duty universal power shift and automatic transmission fluid

Must be premium quality which is suitable for use in transmissions requiring Allison TES-295 fluids or equal.

3.1.19 Item 50 & 51

3.1.19.1 Hydraulic/Transmission oil: HY-GARD OIL OR EQUAL

Must meet the best performance and wear protection for John Deere hydraulic and transmission systems or equal. Must be specified for equipments with either common system reservoirs or separate transmission or hydraulic systems, including those with wet brakes and wet clutches. Must exceed JDM J20C Specifications or equal.

Minimum viscosity @ 40°C must be ISO grade 46.

3.1.20 Item 52 & 53

3.1.20.1 Hydraulic Oil: CAT HYDO ADVANCED 10 OR EQUAL

Must meet the best product for CAT Machine Hydraulic systems or equal. Must meet minimum oxidation stability per ASTM D943. Must have a minimum viscosity index per ASTM D2270 of 114.

SAE Viscosity Grade – 10W

3.1.21 Item 54 & 55

3.1.21.1 Automatic Transmission Fluid: MOTORCRAFT MERCON LV OR EQUAL

Must be premium quality ATF specified for Ford Motor Company or equal. Must be manufactured with high-viscosity index, premium-quality, hydro-processed base oils and specially designed performance additives.

Minimum viscosity index must be 155

3.1.22 Item 56 & 57

3.1.22.1 Transmission Fluid: VALVOLINE CVT FLUID OR EQUAL

Must be formulated with premium synthetic base stocks, long-life friction modifiers, special anti-wear additives and shear stable viscosity modifiers. Recommended for use in most belt and chain-driven continuously variable transmissions that will not void vehicle warranties. Must be specified for use meeting Chrysler's specification or equal.

Minimum viscosity @ 100°C, cSt must be 7.2.

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 the Contract Items meeting the required specifications for the lowest grand total cost as shown on the Pricing Pages for the most complete bid. This contract will not be a split award.

4.2 Pricing Pages: Vendors should complete the Pricing Pages in their entirety as failure to do so may result in the Vendor's bid being disqualified. Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. **(PLEASE REFER TO EXHIBIT B IF RESPONDING THROUGH THE ONLINE VENDOR SELF SERVICE)** Doing so will reduce the number of calculations required and the possibility for calculation errors as explained below:

4.2.1. Information Requested. Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Contract Item includes the Vendor's Contract Item manufacturer, the brand bid, Unit Price per the Unit of measure provided, the Extended Price and the total costs for each Sections specified. The Vendor should also include the Grand Total Cost, and the Contract Manager's contact information. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

4.2.2. Pricing Page Calculations. Vendor should complete the Pricing Pages by providing in Column 4 the Manufacturer's Name, completing Column 5 with the Brand Bid and entering the Unit Price in Column 7 and also entering the Extended Price in Column 9. The pricing pages have two sections. Section 1 is for truck loads and section 2 is for less than truckloads (LTL). If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing division, these calculations will be automatically completed.

Totals for Section 1 & 2 should be entered in the sections on the last page of the pricing pages, and totaled to create a grand total. Vendor should also complete the section under grand total stating the number of days for delivery, location of warehouse shipment can be made from and completing the vendor information section, along with providing a signature and date of their bid.

Any charges for Superfund Tax must be included in the contract item price.

- a. **Unit Price** – The Unit Price is the price provided by Vendor per unit of measure specified on the pricing page for calculation purposes only.

Example: Unit price of a pint (pt). of motor oil will be \$1.50.

- b. **Unit of Measure (for calculations purposes only)** – The minimum possible Unit of Measure for an item provided in the pricing page for use in the price calculations. (Ex. oz., qt., gal.)

- c. **Extended Price** – The Extended Price is calculated by multiplying the estimated quantity by the Unit Price.

Example: An estimated quantity of 1800 pt. motor oil multiplied by a Unit Price of \$1.50 per pt. equals a \$2,700.00 extended price for that item.

- d. **Total (Truck Load/less than a Truck Load)** – The total bid cost is calculated by adding the extended price for every item listed on the pricing page.

Example: Item extended prices of \$2,700.00 and \$ 3,600.00 would equal to a Total of \$ 6,300.00 (assuming that the Pricing Page contained only two items).

- e. **Grand Total** – The Grand Total is calculated by adding the Total of Section 1 (Total Truck Load) and Section 2 (Total of Less than Truck Load).

Example: Total Truck Load of \$6,300.00 and Total Less than Truck Load of \$ 4,000.00 would equal to a Grand Total of \$ 10,300.00.

4.2.3. Estimated Quantities Only. The Pricing Pages contain a list of frequently purchased items and estimated quantity that will be purchased. The estimated quantity 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.

4.2.4. Corrections of Errors. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

4.2.5. Electronic Version. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [evelyn.p.melton@wv.gov]

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms 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. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Contract Items provided with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Spending units shall process release orders through WVOASIS system using Agency delegated release orders (APO). Spending units shall keep documentation for audit and annual usage reports purposes.

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.

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.

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/Requirement: Bidders should enter the number of days required for delivery after receipt of an order (ARO) on the pricing page for standard delivery and emergency deliveries. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

All drums furnished shall be labeled as required by OSHA for hazardous materials. Material Safety Data Sheets (MSDS) shall be furnished in accordance with 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-returnable pallet.

Drum Deposit : Where a drum deposit is required for shipping a product in a returnable drum, the amount shall be shown as a separate item on the invoice and the full amount shall be refundable or credited to the Agency upon return.

Returnable drums may be returned by the contractor picking up the drums with his own truck or by the state shipping them to the Vendor where transportation is charged collect.

- 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 price 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.

- 6.4 Quality Assurance/Return of Unacceptable Items:** The State of West Virginia reserves the right to conduct test, require samples or require test results to ensure compliance with the requirements of this contract.

All products delivered shall be furnished as specified and shall be packaged in accordance with the best commercial practices. All shipping containers shall be marked to show the brand name and description of the products.

Agency shall inspect for proper identification of products, damages or leakage and

other irregularities. 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.

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 Vendor shall be required to replace all containers of the product of the same batch number as a failed sample.

- 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. MISCELLANEOUS:

- 7.1 Warranty/Manuals:** The Vendor warrants under the penalty for fraud, that any products furnished shall be of the grade and quality required in this specification.

The Vendor shall provide technical information concerning the use of products when requested by the Agency.

- 7.2 Certifications/Samples:** Each Vendor should provide nationally published certifiable literature and/or certification from an independent laboratory that contract items passed the ASTM requirements described herein. Vendors shall be responsible for the cost of the independent laboratory testing.

The successful Vendor may be required to furnish a sample of any or all oil bid submitted for test purposes prior to award.

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

- 7.4 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.

- 7.5 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.

- 7.6 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: Wayne Harris
Vendor's Address: P.O. Box 685
Spencer WV 25276
Telephone Number: 304-927-2470
Fax Number: 304-927-4972
Email Address: mail@harrisoil.com

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

HARRIS OIL CO. INC.
(Company)

Walter HARRIS President
(Authorized Signature) (Representative Name, Title)

Ph 304-927-2470 / Fax 304-927-4972 1/20/15
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SCW1500000010

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 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 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.

Harris Oil Co. Inc.
Company

[Signature]
Authorized Signature

1/20/15
Date

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

RFQ No. OIL15STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: Hamm's Oil Co. Inc.Authorized Signature: [Signature]Date: 1/20/15State of WVCounty of Roane, to-wit:Taken, subscribed, and sworn to before me this 20 day of January, 2015.My Commission expires March 14, 2018.**AFFIX SEAL HERE**NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)



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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Harris Oil Co. Inc.

Signed: Wayne Harris

Date: 1/20/15

Title: President

EXHIBIT A

OIL15 - PRICING PAGE

SECTION 1 - TRUCK LOAD

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
ITEM	DESCRIPTION	PREFERRED SIZE/WT (for information use only and not to be used for calculations)	MANUFACTURER	BRAND BID	ESTIMATED QUANTITY	UNIT PRICE TRUCK LOAD	Unit of Measure (For calculation purposes only)	EXTENDED PRICE TRUCK LOAD
1	Motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil) - API TC or equal	8 oz.	PENNZOIL	2-CYCLE AIR-COOLED 8 OZ	1800	\$ 0.16	1 oz.	\$ 288.00
2	Motor oil for lubricating 2 cycle engines (outboard motor oil) - API TC-W3 or equal	1 qt.	SHELL	NAUTILUS 2-CYCLE OUTBOARD	1300	\$ 3.51	1 qt.	\$ 4,563.00
3	Motor oil for all diesel and gasoline engine service SAE30 - CF-4, CF-2 CF/SJ	1 qt.	QUANTUM	HD FLEET MOTOR OIL SAE 30	3300	\$ 2.43	1 qt.	\$ 8,019.00
4	Motor oil for all diesel and gasoline engine service SAE15W40 - CI-4 CF/SJ CJ-4, CI-4 PLUS, CH-4, CG-4	1 qt.	QUANTUM	HYPERION ULTRA 15W40	150,000	\$ 2.75	1 qt.	\$ 412,500.00
5	Motor oil for all diesel and gasoline engine service SAE15W40 - CJ-4, CI-4 PLUS, CH-4, CG-4, CF-4/SL, SM	55 gal.	QUANTUM	HYPERION ULTRA 15W40	1320	\$ 9.25	1 gal.	\$ 12,210.00
6	Motor oil for all diesel and gasoline engine service SAE15W40 - BULK CJ-4, CI-4PLUS, CH-4, CG4, CF-4/SL, SM	BULK 6,000 gallon	QUANTUM	HYPERION ULTRA 15W40	6000	\$ 6.15	1 gal.	\$ 36,900.00
7	Motor oil for all diesel and gasoline engine service SAE10 - CF/SL CAT TO-2, ALLISON C-4 or equal	5 gallon	SHELL	ROTELLA T-1 10	2400	\$ 10.25	1 gal.	\$ 24,600.00
8	Motor oil for all diesel and gasoline engine service SAE10 - CF/SL CAT TO-2, ALLISON C-4 or equal	55 gal.	SHELL	ROTELLA T-1 10	55	\$ 10.25	1 gal.	\$ 563.75
9	Motor oil for all diesel and gasoline engine service 5W20 - CF/SL SM, SJ, ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 5W20	5000	\$ 2.28	1 qt.	\$ 11,400.00
10	Motor oil for all diesel and gasoline engine service 5W30 - CF/SL ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 5W30	10000	\$ 2.28	1 qt.	\$ 22,800.00
11	Motor oil for all diesel and gasoline engine service 5W30 - CF/SL SM, SJ, ILSAC GF-4	55 gal.	QUANTUM	X-5 MAX-BLEND 5W30	550	\$ 8.74	1 gal.	\$ 4,807.00
12	Motor oil for all diesel and gasoline engine service 10W30 - CF/SL SM, SJ, ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 10W30	58000	\$ 2.28	1 qt.	\$ 132,240.00
13	Motor oil for all diesel and gasoline engine service 10W40 - CF/SL	1 qt.	QUANTUM	X-4 SUPREME 10W40	500	\$ 2.40	1 qt.	\$ 1,200.00
14	Motor oil for all diesel and gasoline engine service 20W50 - CF/SL	1 qt.	QUANTUM	X-4 SUPREME 20W50	500	\$ 2.40	1 qt.	\$ 1,200.00
15	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	35 lb.	QUANTUM	MP GEAR LUBE 80W90	280	\$ 1.53	1 lb.	\$ 428.40
16	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	120 lb.	QUANTUM	MP GEAR LUBE 80W90	3360	\$ 1.63	1 lb.	\$ 5,476.80
17	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J or equal	120 lb.	QUANTUM	MP GEAR LUBE 85W140	720	\$ 1.53	1 lb.	\$ 1,101.60
18	Extreme pressure gear lubricant - mineral gear lube 90 gl-1	35 lb.	SHELL	DENTAX 80W90	385	\$ 2.00	1 lb.	\$ 770.00
19	Powertranz EW 50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816 or equal	35 lb.	QUANTUM	HYPERION SYN TRANS CD50	350	\$ 3.02	1 lb.	\$ 1,057.00
20	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2 oz. tubes	QUANTUM	HYPERION RED PREMIUM	2500	\$ 2.00	1 oz.	\$ 5,000.00
21	Wheel bearing and chassis grease summer weight NLGI #2	35 lb.	QUANTUM	HYPERION RED PREMIUM	245	\$ 2.00	1 lb.	\$ 490.00
22	Wheel bearing and chassis grease summer weight NLGI #2	120 lb.	QUANTUM	HYPERION RED PREMIUM	1200	\$ 2.10	1 lb.	\$ 2,520.00
23	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2 oz. tubes	SHELL	GADUS S3V 460D2	120	\$ 2.93	1 oz.	\$ 351.60
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb.	QUANTUM	MOLYCAT GREASE EP2	200	\$ 2.49	1 lb.	\$ 498.00
25	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb.	QUANTUM	MOLYCAT GREASE EP2	240	\$ 2.53	1 lb.	\$ 607.20

EXHIBIT A

OIL15 - PRICING PAGE

26	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal.	SHELL	TELLUS S2V22	45	\$	12.44	1 gal.	\$	559.80
27	Hydraulic oil-light weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 32	45	\$	7.60	1 gal.	\$	342.00
28	Hydraulic oil-light weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 32	24200	\$	7.40	1 gal.	\$	179,080.00
29	Hydraulic oil-medium weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 46	35	\$	7.60	1 gal.	\$	266.00
30	Hydraulic oil-medium weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 46	11000	\$	7.40	1 gal.	\$	81,400.00
31	Hydraulic oil-heavy weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 68	200	\$	7.60	1 gal.	\$	1,520.00
32	Hydraulic oil-heavy weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 68	880	\$	7.40	1 gal.	\$	6,512.00
33	Transmission fluid - Multi Vehicle ATF	1 qt.	QUANTUM	T-3 ATF	22000	\$	2.36	1 qt.	\$	51,920.00
34	Transmission fluid - Multi Vehicle ATF	55 gal.	QUANTUM	T-3 ATF	495	\$	8.76	1 gal.	\$	4,336.20
35	Transmission fluid - TO - 4 fluid	5 gal.	QUANTUM	HYPERION TO-4 FLUID	350	\$	10.97	1 gal.	\$	3,839.50
36	Transmission fluid - TO - 4 fluid	55 gal.	QUANTUM	HYPERION TO-4 FLUID	605	\$	10.04	1 gal.	\$	6,074.20
37	Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3 ATF+4 or equal	1 qt.	QUANTUM	TS GLOBAL SYN TRANS FLUID	1000	\$	3.25	1 qt.	\$	3,250.00
38	Combination fluid, combination hydraulic	5 gal.	QUANTUM	HYPERION UNIV TRACTOR HYD	250	\$	7.95	1 gal.	\$	1,987.50
39	Combination fluid, combination hydraulic	55 gal.	QUANTUM	HYPERION UNIV TRACTOR HYD	20900	\$	7.95	1 gal.	\$	166,155.00
40	Railroad diesel engine oil - must be a generation 4 oil as designated by (LOMA) EMD approved, (LOMA) generation 4 SAE40	55 gal.	SHELL	CAPRINUS XR 40	880	\$	12.01	1 gal.	\$	10,568.80
41	Synthetic motor oil for gasoline and diesel engines SAE 5W40 - CF/SL, SAE 10W30 - CF/SL, SAE 5W40 - CJ-4, CH-4/SL	1 qt.	SHELL	ROTELLA T6 5W40	100	\$	5.97	1 qt.	\$	597.00
42	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS or equal	35 lb.	QUANTUM	FULL SYN PREM 75W90	700	\$	3.02	1 lb.	\$	2,114.00
43	Synthesized multipurpose gear lubricant 80W140 DANA SHADES 256, ARVIN MERITOR O-76, MACK GO -J or equal	35 lb.	QUANTUM	FULL SYN PREM 80W140	140	\$	3.23	1 lb.	\$	452.20
44	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS or equal	120 lb.	QUANTUM	FULL SYN PREM 75W90	120	\$	3.28	1 lb.	\$	393.60
45	Limited slip gear lubricant 80W90 GL-5	35 lb.	QUANTUM	MP GEAR LUBE 80W90	770	\$	1.53	1 lb.	\$	1,178.10
46	Limited slip gear lubricant 80W90 GL-5	120 lb.	QUANTUM	MP GEAR LUBE 80W90	1080	\$	1.63	1 lb.	\$	1,760.40
47	Motor oil for all diesel and gasoline engine service CF/SL , SM, ILSAC GF-4	55 gal.	QUANTUM	X-5 MAX BLEND 5W20	1300	\$	8.74	1 gal.	\$	11,362.00
48	Transmission fluid - Dexron -VI-ATF or equal	1 qt.	PENNZOIL	DEXRON VI	120	\$	5.18	1 qt.	\$	621.60
49	TES - 295 Alison TES Fluid or equal	1 qt.	QUANTUM	HYPERION SYNHD-5 GAL/PER GAL	30	\$	15.45	1 qt.	\$	463.50
50	Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	5 gal	QUANTUM	HYPERION UNIV TRACTOR HYD	150	\$	7.95	1 gal.	\$	1,192.50
51	Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	55 gal	QUANTUM	HYPERION UNIV TRACTOR HYD	8,250	\$	7.95	1 gal.	\$	65,587.50
52	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	5 gal	QUANTUM	HYPERION TO-4 FLUID	120	\$	10.97	1 gal.	\$	1,316.40
53	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	55 gal	QUANTUM	HYPERION TO-4 FLUID	6,600	\$	10.04	1 gal.	\$	66,264.00
54	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 qt.	PENNZOIL	PLATINUM LV MVATF	30	\$	4.52	1 qt.	\$	135.60

EXHIBIT A
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55	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 gal	PENNZOIL	PLATINUM LV MVATF	120	\$ 16.21	1 gal.	\$ 1,945.20
56	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 qt.	PENNZOIL	PLATINUM CVT-2	30	\$ 6.36	1 qt.	\$ 190.80
57	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 gal	NOT AVAILABLE	NOT AVAILABLE	120	\$ -	1 gal.	\$ -
58	Deposit & Credit for Returnable 55 Gal. Drum	55 Gallon	NONE	NONE	1	\$ -	each	\$ -
SECTION 1 : TOTAL - TRUCK LOAD							\$ 1,364,976.75	

EXHIBIT A

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SECTION 2 - LESS THAN TRUCK LOAD (LTL)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
LINE ITEM	DESCRIPTION	PREFERRED SIZE/WT (for information use only and not to be used for calculations)	MANUFACTURER	BRAND BID	ESTIMATED QTY.	UNIT PRICE LESS THAN TRUCK LOAD (LTL)	Unit of Measure (For calculation purposes only)	EXTENDED PRICE LESS THAN TRUCK LOAD (LTL)
1	Motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil) - API TC or equal	8 oz.	PENNZOIL	2-CYCLE AIR-COOLED 8 OZ	1800	\$ 0.16	1 oz.	\$ 288.00
2	Motor oil for lubricating 2 cycle engines (outboard motor oil) - API TC-W3 or equal	1 qt.	SHELL	NAUTILUS 2-CYCLE OUTBOARD	1300	\$ 3.51	1 qt.	\$ 4,563.00
3	Motor oil for all diesel and gasoline engine service SAE30 - CF-4, CF-2 CF/SJ	1 qt.	QUANTIUM	HD FLEET MOTOR OIL SAE 30	3300	\$ 2.43	1 qt.	\$ 8,019.00
4	Motor oil for all diesel and gasoline engine service SAE15W40 - CI-4 CF/SJ CJ-4, CI-4 PLUS, CH-4, CG-4	1 qt.	QUANTIUM	HYPERION ULTRA 15W40	150,000	\$ 2.75	1 qt.	\$ 412,500.00
5	Motor oil for all diesel and gasoline engine service SAE15W40 - CI-4, CI-4 PLUS, CH-4, CG-4, CF-4/SL, SM	55 gal.	QUANTIUM	HYPERION ULTRA 15W40	1320	\$ 9.25	1 gal.	\$ 12,210.00
6	Motor oil for all diesel and gasoline engine service SAE15W40 - BULK CI-4, CI-4PLUS, CH-4, CG4, CF-4/SL, SM	BULK 6,000 gallon	QUANTIUM	HYPERION ULTRA 15W40	6000	\$ 6.15	1 gal.	\$ 36,900.00
7	Motor oil for all diesel and gasoline engine service SAE10 - CF/SL CAT TO-2, ALLISON C-4 or equal	5 gallon	SHELL	ROTELLA T-1 10	2400	\$ 10.25	1 gal.	\$ 24,600.00
8	Motor oil for all diesel and gasoline engine service SAE10 - CF/SL CAT TO-2, ALLISON C-4 or equal	55 gal.	SHELL	ROTELLA T-1 10	55	\$ 10.25	1 gal.	\$ 563.75
9	Motor oil for all diesel and gasoline engine service 5W20 - CF/SL SM, SJ, ILSAC GF-4	1 qt.	QUANTIUM	X-5 MAX-BLEND 5W20	5000	\$ 2.28	1 qt.	\$ 11,400.00
10	Motor oil for all diesel and gasoline engine service 5W30 - CF/SL ILSAC GF-4	1 qt.	QUANTIUM	X-5 MAX-BLEND 5W20	10000	\$ 2.28	1 qt.	\$ 22,800.00
11	Motor oil for all diesel and gasoline engine service 5W30 - CF/SL SM, SJ, ILSAC GF-4	55 gal.	QUANTIUM	X-5 MAX-BLEND 5W20	550	\$ 8.74	1 gal.	\$ 4,807.00
12	Motor oil for all diesel and gasoline engine service 10W30 - CF/SL SM, SJ, ILSAC GF-4	1 qt.	QUANTIUM	X-5 MAX-BLEND 5W20	58000	\$ 2.28	1 qt.	\$ 132,240.00
13	Motor oil for all diesel and gasoline engine service 10W40 - CF/SL	1 qt.	QUANTIUM	X-4 SUPREME 10W40	500	\$ 2.40	1 qt.	\$ 1,200.00
14	Motor oil for all diesel and gasoline engine service 20W50 - CF/SL	1 qt.	QUANTIUM	X-4 SUPREME 20W50	500	\$ 2.40	1 qt.	\$ 1,200.00
15	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	35 lb.	QUANTIUM	MP GEAR LUBE 80W90	280	\$ 1.53	1 lb.	\$ 428.40
16	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	120 lb.	QUANTIUM	MP GEAR LUBE 80W90	3360	\$ 1.63	1 lb.	\$ 5,476.80
17	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J or equal	120 lb.	QUANTIUM	MP GEAR LUBE 85 W 140	720	\$ 1.53	1 lb.	\$ 1,101.60
18	Extreme pressure gear lubricant - mineral gear lube 90 gl-1	35 lb.	SHELL	DENTAX	385	\$ 2.00	1 lb.	\$ 770.00
19	Powertranz EW 50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816 or equal	35 lb.	QUANTIUM	HYPERION SYN TRANS CD50	350	\$ 3.02	1 lb.	\$ 1,057.00
20	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2 oz. tubes	QUANTIUM	HYPERION RED PREMIUM	2500	\$ 2.00	1 oz.	\$ 5,000.00
21	Wheel bearing and chassis grease summer weight NLGI #2	35 lb.	QUANTIUM	HYPERION RED PREMIUM	245	\$ 2.00	1 lb.	\$ 490.00
22	Wheel bearing and chassis grease summer weight NLGI #2	120 lb.	QUANTIUM	HYPERION RED PREMIUM	1200	\$ 2.10	1 lb.	\$ 2,520.00
23	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2 oz. tubes	SHELL	GADUS S3V 460D2	120	\$ 2.93	1 oz.	\$ 351.60
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb.	QUANTIUM	MOLYCAT GREASE EP2	200	\$ 2.49	1 lb.	\$ 498.00

EXHIBIT A

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25	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb.	QUANTUM	MOLYCAT GREASE EP2	240	\$ 2.53	1 lb.	\$ 607.20
26	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal.	SHELL	TELLUS S2V22	45	\$ 12.44	1 gal.	\$ 559.80
27	Hydraulic oil-light weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 32	45	\$ 7.60	1 gal.	\$ 342.00
28	Hydraulic oil-light weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 32	24200	\$ 7.40	1 gal.	\$ 179,080.00
29	Hydraulic oil-medium weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 46	35	\$ 7.60	1 gal.	\$ 266.00
30	Hydraulic oil-medium weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 46	11000	\$ 7.40	1 gal.	\$ 81,400.00
31	Hydraulic oil-heavy weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 68	200	\$ 7.60	1 gal.	\$ 1,520.00
32	Hydraulic oil-heavy weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 68	880	\$ 7.40	1 gal.	\$ 6,512.00
33	Transmission fluid - Multi Vehicle ATF	1 qt.	QUANTUM	T-3 ATF	22000	\$ 2.36	1 qt.	\$ 51,920.00
34	Transmission fluid - Multi Vehicle ATF	55 gal.	QUANTUM	T-3 ATF	495	\$ 8.76	1 gal.	\$ 4,336.20
35	Transmission fluid - TO - 4 fluid	5 gal.	QUANTUM	HYPERION TO-4 FLUID	350	\$ 10.97	1 gal.	\$ 3,839.50
36	Transmission fluid - TO - 4 fluid	55 gal.	QUANTUM	HYPERION TO-4 FLUID	605	\$ 10.04	1 gal.	\$ 6,074.20
37	Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3 ATF+4 or equal	1 qt.	QUANTUM	TS GLOBAL SYN TRANS FLUID	1000	\$ 3.25	1 qt.	\$ 3,250.00
38	Combination fluid, combination hydraulic	5 gal.	QUANTUM	HYPERION UNIV TRACTOR HYD	250	\$ 7.95	1 gal.	\$ 1,987.50
39	Combination fluid, combination hydraulic	55 gal.	QUANTUM	HYPERION UNIV TRACTOR HYD	20900	\$ 7.95	1 gal.	\$ 166,155.00
40	Railroad diesel engine oil must be a generation 4 oil as designated by (LOMA) EMD approved	55 gal.	SHELL	CAPRINUS XR 40	880	\$ 12.01	1 gal.	\$ 10,568.80
41	Synthetic motor oil for gasoline and diesel engines SAE 5W40 - CF/SL, SAE 10W30 - CF/SL, SAE 5W40 - CJ-4, CH-4/SL	1 qt.	SHELL	ROTELLA T6 5W40	100	\$ 5.97	1 qt.	\$ 597.00
42	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS or equal	35 lb.	QUANTUM	FULL SYN PREM 75W90	700	\$ 3.02	1 lb.	\$ 2,114.00
43	Synthesized multipurpose gear lubricant 80W140 DANA SHADES 256, ARVIN MERITOR O-76, MACK GO -J or equal	35 lb.	QUANTUM	FULL SYN PREM 80W140	140	\$ 3.23	1 lb.	\$ 452.20
44	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS or equal	120 lb.	QUANTUM	FULL SYN PREM 75W90	120	\$ 3.28	1 lb.	\$ 393.60
45	Limited slip gear lubricant 80W90 GL-5	35 lb.	QUANTUM	MP GEAR LUBE 80W90	770	\$ 1.53	1 lb.	\$ 1,178.10
46	Limited slip gear lubricant 80W90 GL-5	120 lb.	QUANTUM	MP GEAR LUBE 80W90	1080	\$ 1.63	1 lb.	\$ 1,760.40
47	Motor oil for all diesel and gasoline engine service CF/SL , SM, ILSAC GF-4	55 gal.	QUANTUM	X-5 MAX-BLEND 5W20	1300	\$ 8.74	1 gal.	\$ 11,362.00
48	Transmission fluid - Dexron -VI-ATF or equal	1 qt.	PENNZOIL	DEXRON VI	120	\$ 5.18	1 qt.	\$ 621.60
49	TES - 295 Alison TES Fluid	1 qt.	QUANTUM	HYPERION SYNHD-5 GAL/PER GAL	30	\$ 15.45	1 qt.	\$ 463.50
50	Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	5 gal	QUANTUM	HYPERION UNIV TRACTOR HYD	150	\$ 7.95	1 gal.	\$ 1,192.50
51	Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	55 gal	QUANTUM	HYPERION UNIV TRACTOR HYD	8,250	\$ 7.95	1 gal.	\$ 65,587.50
52	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	5 gal	QUANTUM	HYPERION TO-4 FLUID	120	\$ 10.97	1 gal.	\$ 1,316.40
53	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	55 gal	QUANTUM	HYPERION TO-4 FLUID	6,600	\$ 10.04	1 gal.	\$ 66,264.00

EXHIBIT A **OIL15 - PRICING PAGE**

54	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 qt.	PENNZOIL	PLATINUM LV MVATF	30	\$ 4.52	1 qt.	\$ 135.60
55	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 gal	PENNZOIL	PLATINUM LV MVATF	120	\$ 16.21	1 gal.	\$ 1,945.20
56	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 qt.	PENNZOIL	PLATINUM CVT-2	30	\$ 6.36	1 qt.	\$ 190.80
57	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 gal	NOT AVAILABLE	NOT AVAILABLE	120	\$ -	1 gal.	\$ -
50	Deposit & Credit for Returnable 55 Gal. Drum	55 Gallon	NONE	NONE	1		each	\$ -
SECTION2: TOTAL - LESS THAN TRUCK LOAD (LTL)							\$	1,364,976.75

EXHIBIT A

OIL15 - PRICING PAGE

Vendor Contract Manager's Name: Wayne Harris
 Vendor Name: HARRIS OIL CO. INC.
 Address: 330 OAK DRIVE
SPENCER, WV 25276
 Authorized Signature: Wayne Harris
 Date: 1/20/15
 Phone: 304-927-2430
 Fax: 304-927-4982
 Email: mail@harrisoil.com

IF RESPONDING IN WVOASIS VSS,
 PLEASE ENTER THIS AMOUNT AS YOUR
 UNIT PRICE ----->

TOTAL: SECTION 1 - TRUCK LOAD	\$	1,364,976.75
TOTAL: SECTION 2 - LESS THAN TRUCK LOAD (LTL)	\$	1,364,976.75
GRAND TOTAL:	\$	2,729,953.50

STANDARD DELIVERY AFTER RECEIPT OF ORDER (ARO)	DAYS	5
EMERGENCY DELIVERY AFTER RECEIPT OF ORDER (ARO)	DAYS	3

LOCATION OF WAREHOUSE FROM WHICH SHIPMENT CAN BE MADE FROM:

HARRIS OIL COMPANY, INC.

330 OAK DRIVE

SPENCER, WV 25276

EXHIBIT B

WVOASIS VENDOR SELF SERVICE (VSS) ELECTRONIC PRICING PAGE SUBMISSION INSTRUCTION

Vendors who wish to respond to the Centralized Request for Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download **EXHIBIT A - OIL15 PRICING PAGE** that is attached separately to the CRFQ and published to VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded by the buyer during the bid opening for bid evaluation. Also, for online responses, the GRAND TOTAL from EXHIBIT A – OIL15 PRICING PAGES, should be entered as the "Unit Price" for Commodity Line 1 in the system. Failure of entering this amount into the system will give you a Zero (0) amount of bid.

If unable to respond online please submit the Pricing Pages with your bid prior to the bid opening date.



2-CYCLE AIR-COOLED ENGINE OIL

For All Air-Cooled 2-Cycle Engines

PRODUCT DESCRIPTION

PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL is formulated with high quality Pennzoil "tough film" base stocks and an additive package designed specifically for air-cooled engines. Air-cooled engines run hotter than water cooled outboard engines and require a lubricant formulated for their unique lubrication requirements. Applications such as small maintenance equipment can run extremely hot. Dust and dirt on the cooling fins increase the severity. PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL contains a unique combination of detergents and ash-free dispersants to protect against high-temperature deposits and ring sticking, plug fouling and port plugging. Anti-wear protection for the high rpm needle roller bearing commonly found in small air-cooled engines is also critical.

PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL is designed to protect these components and protect against piston scuffing during start up and extended use conditions. It also contains additives to protect against rust and corrosion.

The unique combination of base oils and additives provides superior protection (even at high temperatures and high loads) against piston scuffing, while minimizing exhaust smoke and spark plug fouling. It is prediluted to allow easy mixing with gasoline and smooth flowing in oil injection systems. It is dyed blue for easy identification in the fuel.

APPLICATION

PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL is recommended for air-cooled, two-cycle engines in all applications which do not specify NMMA TC-W®, TC-WII® or TC-W3®. It may be used in premix with gasoline or oil injection systems. It is specifically formulated for higher temperature applications such as chain saws, weed cutters, air blowers, lawnmowers, snow blowers and small generators. It is also recommended for two-cycle engines in motorcycles, snowmobiles and ATV's which do not specify NMMA TC-W®, TC-WII®, or TC-W3® products. It may be used in any application which requires API Service TC lubricants and is suitable for use in Rotax engines. For applications calling for NMMA TC-W®, TC-WII® or TC-W3® oils, use Pennzoil® Premium Outboard and Multi-Purpose Two-Cycle Oil.

Under heavy-duty operating conditions in air-cooled engines, some TC-W®, TC-WII® or TC-W3® oils can promote the formation of deposits which result in ring sticking. PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL contains special detergents that offer excellent protection against ring sticking in these applications.

PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL is a highly fortified, high quality lubricant and should be used at the fuel to oil levels of original equipment oils. The use of lower fuel to oil ratios reduces economy and promotes deposits. Always check the manufacturer's recommendations for fuel to oil ratios and use at the highest ratio allowed.

Because of its special formulation, PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL is generally not compatible with NMMA TC-W®, TC-WII® or TC-W3® lubricants. Caution should be exercised to assure that these products are not commingled. Special precautions should be taken when changing from a TC-W®, TC-WII® or TC-W3® lubricant, like Pennzoil® Premium Outboard and Multi-Purpose Two-Cycle Oil, to PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL to avoid mixing these products in the equipment.

BENEFITS

- High temperature protection
- Protects against deposits and ring sticking
- Ideal for air cooled two-cycle engines
- For premix or injector systems
- Protects bearings and pistons from wear and sculling
- Minimizes spark plug fouling
- Minimizes exhaust smoke
- Prediluted for easier gasoline mixing
- Dyed blue for ease of identification
- Prevents port plugging

**TYPICAL PHYSICAL AND CHEMICAL PROPERTIES
PENNZOIL® 2-CYCLE AIR-COOLED ENGINE OIL**

TEST	METHOD	TYPICAL RESULTS
Gravity, °API	ASTM D-287	29.3
Density, g/cc	ASTM D-1298	0.88
Pounds per Gallon	ASTM D-1298	73.4
Viscosity		
@ 40°C, cSt	ASTM D-445	78.6
@ 100°C, cSt	ASTM D-445	10.3
Viscosity Index	ASTM D-2270	112
Pour Point, °C(°F)	ASTM D-97	-33(-27)
Flash Point, °C(°F)	ASTM D-92	104(219)
Color		Blue
Material Number		
Bulk		4132

**FUEL MIX TABLE OUNCES
2-CYCLE AIR-COOLED ENGINE OIL
TO GALLONS OF FUEL**

RATIO FUEL:OIL	1 GAL	2 GAL	3 GAL	4 GAL	5 GAL	6 GAL
16:1	8	16	24	32	40	48
20:1	6	13	19	26	32	38
24:1	5	11	16	21	27	32
32:1	4	8	12	16	20	24
50:1	3	5	8	11	13	16

BE SURE TO MIX GASOLINE AND OIL THOROUGHLY



Shell Nautilus 2-Cycle Outboard (Formula Shell)

Shell Canada, for Years the Proven Lubricants leader in all two Cycle, Water Cooled Outboard Engines With: Nautilus, now Introduces a new Formulation That goes Beyond the Latest TC-W3 Performance Standard Issued by the Nmma to Improve Outboard Engine Life. Nautilus is Designed to Meet all Outboard Engine manufactures Performance Requirements for pre-mix, Direct oil Injection, and Newer Generation Direct Injection two Cycle Engines.

DESIGNED TO MEET CHALLENGES

Performance, Features & Benefits

- **National Marine Manufacturers Association (Nmma) Approval**

Nautilus has exceeded the recertification Requirements of the Severe TC-W3 Standard.

- **Meets all Major Outboard Engine Manufacturers Recommendations**

Nautilus is Specifically Designed to Meet the Requirements of all Major Outboard Engine Manufacturers and Provides Performance demanded in Their "own Brand" TC-W3 oil. In Addition, it Meets the Requirements of all Other Manufacturers Requiring TC-W, TC-W II or TC-W3 Quality Lubricant.

- **Low aquatic Toxicity**

Through the use of Unique Additive Chemistry Nautilus has Proven to be More Environmentally Friendly Than Most Other 2 Cycle Motor Oils.

- **Reduced Spark Plug Fouling and preignition**

Its State of the art "Ashless" Formulation Minimizes the Combustion Chamber Deposits Which Cause Spark Plug Fouling and preignition.

Reduced Deposits Result in Enhanced Performance and Durability of the Engine While Eliminating the Risk of preignition-Induced Engine Damage.

- **Minimized Piston Deposits**

Superior Dispersants Enable the oil to Help Keep Pistons Clean and Avoid Ring Sticking to Ensure Peak Performance Engine Operation and Lower Maintenance Costs.

- **Improved Lubricity/Scuffing Protection**

With its Exclusive Chemistry, Nautilus Provides Exceptional Lubrication Protection at Higher Temperatures in Today's High Powered, Hard Working Outboard Engines.

- **Superior Rust Protection**

Superb Anti-Rust Additives Help Prevent Rusting of Critical Engine Parts During Operation and Storage for Longer Engine Life.

- **Designed to Perform With Unleaded Fuels at Fuel to oil ratios up to 100:1**

Proven Shell Performance When Used in Accordance With Manufacturers Recommended Lubrication practices.

- **Reduced Smoke Emissions**

New Nautilus Formulation responds to Environmental Concerns shared by all boating enthusiasts, by Meeting the Latest Jaso FC Smoke Emission Standard.

- **Blends Easily and Stays Mixed in Cold Temperatures**

It Exceeds the Requirements of an SAE FM 4 at -40°C for Outstanding Lubrication Protection.

- **Dyed Blue for pre-mix Systems**

Nautilus Contains an Easily seen Blue dye as a Safety Check - if it's Blue it's Blended.

Main Applications

The Last decade has seen a gradual Increase in the Average horsepower Produced by Outboard Engines, the Introduction of Fuel and Lubricant Injection Systems, the phasing out of Leaded Fuels Along With trends to Higher Fuel to oil ratios. More Recently, new challenges Such as Smoke Emissions and Environmental Concerns Have Come to the forefront. In Addition, Today's Outboard Engines Must be able to Withstand the Effects of Higher Speed and Much Higher Temperatures.

In response to the Needs of Outboard Engine Manufacturers, the Nmma Defined the TC-W3 Standard of Performance. This Standard, is Designed to Increase the Quality of Lubricants Available to the Industry and the public. This new Standard of Quality Will Result in Longer, Trouble-Free Engine Life by Offering vastly Improved Lubricity and Anti-Scuffing Protection Over the former TC-W II Specification. In Addition, Superior Dispersants Ensure Peak Engine Performance by Keeping Pistons Clean and Free of Deposits.

Shell Nautilus is Formulated and Tested to Exceed the Nmma TC-W3 Standard. To the boating enthusiasts, Nautilus Provides the Ultimate in Protection and Performance in all Water Cooled, two Cycle Outboard Engines.

Specifications, Approvals & Recommendations

- Bombardier (Formerly O.M.C.) - the Manufacturers of Johnson and Evinrude
- Mercury Marine
- Yamaha
- Suzuki
- Nissan
- Nmma TC-W3

For additional questions regarding equipment approvals and recommendations, please consult your local Shell Technical Helpdesk, or the OEM Approvals website.

Compatibility & Miscibility

▪ Compatibility

Shell Nautilus is Fully Compatible With all Other TC-W3 and TC-W II Lubricants to eliminate any Risk of Operating mishaps.

Typical Physical Characteristics

Properties	Method	Shell Nautilus 2-Cycle Outboard
Product Code		427-531
API Rating		TC
Nmma Rating		TC-W3
SAE Fluidity / Miscibility Grade		FM 4
Density @15°C kg/m ³	ASTM D1298	863
Color	Visual	Blue
Pour Point °C	ASTM D97	-48
Flash Point Pmcc °C min	ASTM D93	65
Viscosity @40°C mm ² /s	ASTM D445	33.1
Viscosity @100°C mm ² /s	ASTM D445	6.8
Brookfield @-40°C mPa.s	ASTM D2983	12354
Neutralization Value TBNe mg KOH/g	ASTM D2896	9.3

These Characteristics are Typical of Current Production. While Future Production Will Conform to Shell's Specification, Variations in These Characteristics may Occur.

Health, Safety & Environment

▪ Health and Safety

Shell Nautilus 2-Cycle Outboard is Unlikely to Present any Significant Health or Safety Hazard When Properly Used in the Recommended Application and Good Standards of Personal Hygiene are Maintained.

Avoid Contact With Skin. Use Impervious Gloves With Used oil. After Skin Contact, Wash Immediately With Soap and Water.

Guidance on Health and Safety is available on the appropriate Material Safety Data Sheet, which can be obtained from <http://www.epc.shell.com/>

▪ Protect the Environment

Take Used oil to an Authorized Collection point. Do not Discharge Into Drains, Soil or Water.

Additional Information

- **Advice**

Product recommendations for applications and specifications not covered here may be obtained from your Shell representative.



America's Fastest Growing Lubricant Brand!

Quantum® HD Fleet Motor Oil

Quantum HD Fleet Motor Oil is a premium, heavy-duty engine oil formulated with select base oils and a robust additive system that includes dispersants, detergents, oxidation and corrosion inhibitors, and anti-wear and anti-foam agents. These characteristics provide optimum engine cleanliness and reduce port plugging, long-lasting soot control, and superior wear protection for critical engine components.

Quantum HD Fleet Motor Oils, in SAE grades 30 and 40, are designed for use in high-output 2-stroke cycle diesel engines and both turbo-charged and naturally aspirated engines used in heavy-duty trucking, construction, marine, mining, and agriculture applications. Quantum HD Fleet SAE 10W is recommended for use in hydraulic systems and hydrostatic transmissions in off-highway heavy equipment when a premium fluid is recommended. It also meets Caterpillar TO-4 hydraulic 10W performance standards and exceeds zinc anti-wear composition requirements. Quantum HD Fleet Motor Oil SAE 50 is recommended for use in heavy-duty manual transmissions requiring a Caterpillar TO-2 and CD fluid.

VEHICLE BENEFITS

- Superior wear protection for critical engine components
- Added resistance to varnish piston deposits and sludge formation
- Excellent rust and bearing corrosion protection
- Low-ash content to minimize deposits and keep intake ports clean

PRODUCT FEATURES

- Exceeds API performance standard CF-2 (SAE 30 & 40)
- Active detergents and low-ash content reduces port plugging and fouling
- Special dispersants maintain optimum soot control for optimum lubricant performance

APPLICATIONS

Recommended for high output 2-stroke cycle engines, manual transmissions, hydrostatic transmissions, and hydraulic systems requiring:

- API standards CF-2 (SAE 30 & 40), CF, CE, CD-II, & CD
- Pre-2002 automotive gasoline engine applications (SAE 30 & 40)
- Detroit Diesel Type 1 & 2 (SAE 30 & 40)
- U.S. military specifications MIL-L-2104E & MIL-L-46152D (SAE 30)
- Transmission requirements Allison C-4, Caterpillar CD & TO-2 Fluid, Man 270 (SAE 50)
- Caterpillar TO-4 hydraulic system standards & zinc content (Hydraulic SAE 10W)

Quantum® HD Fleet Motor Oil				
Typical Physical Properties				
SAE Grade	10W	30	40	50
API Service	CF	CF-2	CF-2	CF
Gravity, API	30.5	29.0	28.5	28.3
Flash Point, °C (°F)	210 (410)	215 (419)	213 (415)	222 (432)
Pour Point, °C (°F)	-45 (-49)	-42 (-44)	-36 (-33)	-31 (-23)
cSt @ 40°C	37.5	81.1	131.5	207.0
cSt @ 100°C	6.6	11.2	15.1	18.0
Viscosity Index	133	130	119	98
Total Base Number	10.0	10.0	9.2	10.0
Phosphorus, wt. %	.110	.110	.110	.110
Calcium, wt. %	.192	.192	.192	.192
Zinc, wt. %	.125	.125	.125	.125
Sulfated Ash, wt %	1.2	1.2	1.2	1.2

Minor variations in typical physical properties may occur from normal manufacturing processes



America's Fastest Growing Lubricant Brand!

HYPERION® ULTRA Multi-Grade Engine Oil 15W-40

Hyperion Ultra Engine Oil is a top-tier lubricant formulated exclusively with premium Group II base stocks to exceed the requirements of 2007 or later low-emission engines equipped with diesel particulate filters (DPF) and the performance standards for virtually all global diesel engine manufacturers. It provides outstanding lubricity characteristics with ultra-low sulfur (ULS) diesel and low-sulfur EPA diesel fuels. Hyperion Ultra Engine Oil is backward compatible and may also be used in older vehicles with diesel or gasoline engines.

Hyperion Ultra Engine Oil is formulated with CleanGuard™ technology, an advanced additive system that contains active cleaning agents. CleanGuard™ provides superior soot control and a proprietary detergent system that delivers ongoing engine cleanliness, extending the life and optimizing service intervals of diesel particulate filters (DPF) and exhaust gas recirculation (EGR) systems.

EQUIPMENT BENEFITS

- High TBN formulation and excellent TBN retention
- Superior wear protection to protect critical engine components
- Maintains excellent soot control
- Optimum DPF service life and operation
- Protects pistons from carbon deposits
- Supports extended service intervals



PRODUCT FEATURES

- Technology proven in more than 2.5 Trillion Miles of heavy-duty engine operation
- CleanGuard™ technology maintains engine cleanliness and extends the service life of DPF systems
- Advanced dispersants keep soot in suspension and reduces soot-thickening in extended intervals
- High TBN formulation neutralizes acidic engine conditions for optimum performance in extended intervals

APPLICATIONS

Hyperion Ultra Engine Oil is recommended for the following heavy-duty engine oil requirements:

- Exceeds API Service Categories CJ-4, CI-4 Plus, CI-4, CH-4, CG-4, CF-4 & (gasoline engines) SM, SL, SJ, SH
- Exceeds ACEA E7-08, E9-08 performance standards
- **Exceeds Engine Manufacturer Performance Requirements:** Caterpillar ECF-1, ECF-2 & ECF-3, Cummins CES 20081, 20077, 20076, 20071 & Detroit Diesel 93K218, Mack EO-O Premium Plus 07, EO-N, EO-M Plus, EO-M, EO-L Plus, EO-L, Mercedes Benz 228.3 & 228.31, Chrysler MS-10902 & MS 6395-G, Ford ESE-M2C153-E & WSS-M2C171-E, MIL-L-2104E, Allison C-4, Caterpillar TO-2, Department of Defense CID-a-a-52306A2 & A-A-52039A3, Navistar (International), John Deere, Deutz DQC III-05, AGCO (Allis Chalmers), Volvo VDS-4, MAN M3275, JASO DH-2, MTU Type I & II, Renault RLD-3 & Global DHD-1

HYPERION® ULTRA Multi-Grade Engine Oil

Typical Physical Properties

SAE Grade	15W-40
API Service	CJ-4/SM
API Gravity @ 60°F	29.70
Flash Point, °C (°F)	218 (424)
Pour Point °C (°F)	-42 (-44)
Viscosity, cSt @ 40°C	125.5
Viscosity, cSt @ 100°C	16.0
Viscosity Index	140
Total Base Number, D2896	10.0
Sulfated Ash, wt %	1.0 Max
Sulfur, wt %	0.30
Zinc, wt %	0.13
Phosphorus, wt %	0.12
<i>Minor variations in typical physical properties may occur from normal manufacturing processes</i>	



Technical Data Sheet

• *Reliable Lubrication*

Shell Rotella® T1 10W (CF)

High Quality Heavy Duty Diesel Engine Oils

Shell Rotella® T1 Energized Protection™ oils use well-proven performance additives to fight engine wear and prevent deposits, providing reliable lubrication and consistent performance. Suitable for day to day use in turbo and non-turbocharged older engines.



Performance, Features & Benefits

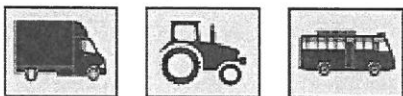
▪ Reliable performance

Provide reliable all-year-round performance in the applications for which they are intended.

▪ Proven durability

Shell Rotella® T1 provides excellent wear protection that promotes engine durability. It has a low ash content which minimizes the formation of deposits and keeps intake ports clean. It offers excellent rust and corrosion protection for critical engine parts.

Main Applications



▪ Heavy duty diesel engines

Shell Rotella® T1 is suitable for mixed applications combining older diesel applications and some stationary engines.

Shell Rotella® T1 is suitable for heavy equipment used for construction, mining or quarry operations.

▪ Hydraulic and transmissions

Shell Rotella® T1 oils can be used in certain transmission and mobile hydraulic systems where the equipment manufacturer recommends use of mono-grade engine oils.

Specifications, Approvals & Recommendations

- API CF
- Allison C-4, C-3
- CAT TO-2
- Vickers 35VQ25
- For a full listing of equipment approvals and recommendations, please consult your local Shell Technical Help Desk, or the OEM Approvals website.

Typical Physical Characteristics

Properties	Method	Shell Rotella T1 10W
SAE Viscosity Grade	J300	10W
Kinematic Viscosity @40°C cSt	ASTM D445	38
Kinematic Viscosity @100°C cSt	ASTM D445	6.5
Viscosity Index	ASTM D2270	120
Density @15°C kg/l	ASTM D4052	0.876
Total Base Number mg KOH/g	ASTM D2896	6
Flash Point (Cleveland Open Cup)	ASTM D92	205
Pour Point °C	ASTM D97	-33

These characteristics are typical of current production. While future production will conform to Shell's specification, variations in these characteristics may occur.

Health, Safety & Environment

▪ Health and Safety

Shell Rotella T1 is unlikely to present any significant health or safety hazard when properly used in the recommended application and good standards of personal hygiene are maintained.

Avoid contact with skin. Use impervious gloves with used oil. After skin contact, wash immediately with soap and water.

Guidance on Health and Safety is available on the appropriate Material Safety Data Sheet, which can be obtained from your Shell representative.

▪ Protect the Environment

Take used oil to an authorized collection point. Do not discharge into drains, soil or water.

Additional Information

▪ Advice

Product recommendations for applications and specifications not covered here may be obtained from your Shell representative.

America's Fastest Growing Lubricant Brand!**Quantum® X-5 Max-Blend Motor Oil**

Quantum X-5 Max-Blend Motor Oil is formulated from premium synthetic-blend base stocks and CleanGuard™ additive technology to deliver trusted engine protection and peak vehicle performance. CleanGuard™ is a state-of-the-art additive system that contains active cleaning agents that keeps engines running at ideal conditions. Quantum X-5 Max-Blend Motor Oil provides added resistance to sludge formation and varnish deposits during stop-and-go driving and maintains outstanding wear protection under severe driving conditions.

Quantum X-5 Max-Blend Motor Oil is available in SAE grades 5W-20, 5W-30, and 10W-30 and exceeds new car warranty requirements as defined by ILSAC standards GF-5 and API classification Resource Conserving SN.

VEHICLE BENEFITS

- Excellent wear protection for critical engine components
- Optimum fuel economy
- Delivers excellent low-temperature performance
- Maintains maximum engine protection under severe operating conditions
- Protects vehicle emission systems

PRODUCT FEATURES

- Exceeds ILSAC GF-5 and API Resource Conserving SN performance standards
- Formulated with premium synthetic-blend base stocks for added resistance to thermal breakdown
- Improved oxidation stability and volatility properties reduce oil consumption between services
- CleanGuard™ technology maintains engine cleanliness and protects against sludge and piston deposits

APPLICATIONS

Recommended for turbo-charged or naturally aspirated gasoline-powered and flex-fuel passenger cars, hybrid vehicles, light trucks and sport utility vehicles requiring:

- ILSAC GF-5 & API Service Category Resource Conserving SN
- Chrysler; MS-6395 (Revision S)
- Ford; WSS-M2C945-A (5W-20) & WSS-M2C946A (5W-30)
- General Motors; GM6094M (Obsolete)

Quantum® X-5 Max-Blend Motor Oil				
Typical Physical Properties				
GRADE	Test Method	5W-20	5W-30	10W-30
API Service		SN	SN	SN
ILSAC Performance		GF-5	GF-5	GF-5
Density@15°C, g/cc ³	ASTM D4052	0.861	0.863	0.871
Viscosity @ 40°C, cSt	ASTM D445	49.5	64.2	69.9
Viscosity @ 100°C, cSt	ASTM D445	8.5	10.8	10.6
Viscosity Index	ASTM D2270	153	161	148
Flash Point, °C (°F)	ASTM D93	207 (405)	207 (405)	207 (405)
Pour Point, °C (°F)	ASTM D97	-36 (-33)	-36 (-33)	-36 (-33)
CCS, cP, max	ASTM D5293	6200 @ -30	6300 @ -30	6600 @ -25
MRV, cP, max	ASTM D4684	30000 @ -35	30000 @ -35	25000 @ -30
HTHSV, @150°C, mPa.S	ASTM D4683	2.6	3.1	3.2
TBN, mg KOH	ASTM D2896	8.5	8.5	8.5
Volatility @ 700°F, %loss	ASTM D5800	<15.0	<15.0	<12.0
Zinc, wt%	ASTM D4951	0.085	0.085	0.085

Minor variations in typical physical properties may occur from normal manufacturing processes



Quantum® MP Gear Lube

Quantum MP Gear Lube is a premium multi-service EP gear lubricant formulated with high-quality base stocks and superior additive technology. They are recommended for use in gearboxes, manual transmissions, bearings, gear reducers, hypoid gear sets, and many other applications where an API Service classification GL-5 gear lubricant is specified. Quantum MP Gear Lube is also specially formulated for use in Limited Slip (LS) & Positive Traction rear axles.

VEHICLE BENEFITS

- Superior wear protection for critical gear components
- Outstanding low-temperature shifting performance
- Maximum resistance to oxidation, sludge, and varnish formation
- Provides active protection against rust and corrosion development
- Optimum fuel economy
- Provides smooth shifting operation

PRODUCT FEATURES

- SAE grade 80W-90 can be formulated with limited-slip (LS) additive when specified
- Provides ultimate wear protection for critical gear components from shock loading
- Resists deposit formation to protect seals from deterioration to prevent loss of fluid

APPLICATIONS

Recommended for passenger car, light-truck and heavy-duty truck axles with hypoid gear sets operating under severe conditions, extreme temperatures and extended service intervals requiring:

- API MT-1
- API GL-5
- Ford WSP-M2C197-A (80W-90 with LS)
- MIL-PRF-2105E
- PG-2 (LS)
- MACK GO-J

Quantum® MP Gear Lube			
Typical Physical Properties			
SAE Grade	Test Method	80W-90	85W-140
API Service		GL-5 & MT-1	GL-5 & MT-1
Gravity, °API	ASTM D287	27.79	27.21
Flash Point, °C (°F)	ASTM D445	219(426)	203(398)
Pour Point, °C (°F)	ASTM D97	-29 (-20)	-14 (7)
Viscosity, cSt @ 40°C	ASTM D445	151.0	360.0
Viscosity, cSt @ 100°C	ASTM D445	15.35	28.74
Viscosity Index	ASTM D2270	96	109
Minor variations in typical physical properties may occur from normal manufacturing processes			

America's Fastest Growing Lubricant Brand!



HYPERION® SYN Trans CD 50

Hyperion SYN Trans CD 50 is a premium, full-synthetic transmission fluid specifically designed for use in heavy-duty manual transmissions in over-the-road trucks, buses and off-road equipment operating under severe conditions, extreme ambient temperatures, and utilizing extended service intervals.

Formulated with proprietary PolyAlphaOlefin (PAO) synthetic base stocks and advanced additive technology, Hyperion SYN Trans CD 50 boasts outstanding thermal and oxidation stability to support extended drain intervals as defined by Eaton Roadranger and Dana Transmission 500,000 mile line-haul service.

Hyperion SYN Trans CD 50 meets and exceeds the performance requirements of API GL-1/MT-1.

EQUIPMENT BENEFITS

- Extended service wear protection for critical transmission components
- Excellent frictional properties and low-temp performance for smooth shifting
- Optimum performance under heavy-load
- Maximum protection against transmission varnish and sludge formation
- Superior thermal stability and oxidation resistance to support extended service intervals
- Optimizes fuel economy when compared to conventional manual transmission fluids
- Maximizes manual transmission's operational life

PRODUCT FEATURES

- Formulated with PolyAlphaOlefin (PAO) base stocks for maximum resistance to thermal breakdown
- Provides active anti-wear agents to protect critical transmission components, including synchronizers
- Delivers maximum resistance to fluid oxidation in severe operating conditions, including stop-and-go driving
- Advanced friction modifiers provide smooth shifting performance

APPLICATIONS

Hyperion Syn Trans CD 50 is recommended for the following heavy-duty manual transmission requirements:

- U.S. Military MIL-2104D & MIL-L-46152B
- Eaton Roadranger (Eaton Fuller) PS-164 (E500), PS-081 (E250) & REV 7
- Dana Spicer
- ArvinMeritor O-81
- International TMS 6816
- Mack TO-A Plus
- ZF Freedomline

HYPERION® SYN Trans CD 50	
Typical Physical Properties	
SAE Viscosity Grade	50
API Service	GL-1/MT-1
API Gravity @ 60° F	31.0
Density, lbs/gal @ 60° F	7.2
Brookfield Viscosity, cP @ -40° C	105,000
Viscosity, cSt @ 40° C	151.0
Viscosity, cSt @ 100° C	19.8
Viscosity Index, ASTM D2270	152
Flash Point, C° (F°)	235 (455)
Pour Point, C° (F°)	-40 (-40)
<i>Minor variations in typical physical properties may occur from normal manufacturing processes</i>	



America's Fastest Growing Lubricant Brand!

HYPERION® RED Premium Grease

HYPERION RED Premium Grease EP 2 is a high-temperature, lithium complex grease with excellent multi-purpose properties. It is formulated with extreme-pressure (EP) additives, anti-wear agents and long-lasting corrosion and oxidation inhibitors. Hyperion RED Premium Grease provides maximum protection and trouble-free operation in a wide range of lubricating applications including automotive, heavy-duty trucking, construction, agriculture, mining and industrial service.

EQUIPMENT BENEFITS

- Aggressive EP and anti-wear agents protect critical components under extreme load
- Outstanding resistance to corrosion extends equipment life
- Excellent shock load protection for heavy-duty equipment
- Optimum high-temperature performance provides resistance to grease softening
- Oxidation inhibitors maintain maximum protection in extended service

PRODUCT FEATURES

- NLGI certification GC-LB multi-purpose application for wheel bearing and heavy-duty chassis lubrication
- Excellent four-ball wear and EP performance delivers maximum protection in severe applications
- Balanced base oil viscosity resists separation and bearing dropout while maintaining optimum pumpability
- Select lithium complex thickener delivers optimum high-temperature performance
- Maintains grease consistency and lubricating film strength under heavy load
- Special polymers deliver desired tackiness to prevent bearing drop out and resist water washout

APPLICATIONS

Hyperion RED Premium Grease EP 2 is recommended for use in a wide range of automotive, heavy-duty trucking, construction, agriculture, mining and industrial service applications including:

- Disc and drum brake wheel bearings
- Industrial ball and roller bearings
- Heavy-duty chassis and ball & universal joint lubrication
- Boat trailer & 5th wheel lubrication
- Conveyor bearings & equipment hinge pins

HYPERION® RED Premium Grease EP 2		
Typical Physical Properties		
TEST	NLGI Consistency	2
NLGI Certification	ASTM D 4950	GC-LB
Thickener	Type	Lithium Complex
Color	Visual	RED
Texture	Visual	Smooth-Tacky
Worked 60 Penetration @ 25°C	ASTM D 217	285
Base Oil Viscosity, cSt @ 40°C	ASTM D445	224
Dropping Point, °F	ASTM D 2265	550
Four-Ball EP Weld Point, kgf	ASTM D 2596	315
Four-Ball Wear, mm	ASTM D 2266	0.60
Four-Ball Load Wear Index, kgf	ASTM D 2596	50
Timken OK Load, lbs.	ASTM D 2509	70
Oil Separation, %	ASTM D 1742	1.0
Water Washout @ 80°C, % wt.	ASTM D 1264	<10.0
Rust Protection	ASTM D 1743	Pass
Copper Corrosion	ASTM D 4048	Pass
Minor variations in typical physical properties may occur from normal manufacturing processes		



Previous Names: **Shell Albida Grease HDX 2** , **Shell Retinax CMX 2**

Shell Gadus S3 V460D 2

- Heavy Duty Protection
- High Temperature
- Lithium Complex

Premium multi-purpose heavy duty grease with solids

Shell Gadus S3 V460D greases are high performance high temperature greases for slow moving heavily loaded large bearings subject to shock loads. They are based on high viscosity index mineral oil and a lithium complex soap thickener. Apart from containing the latest additives to ensure excellent high temperature, anti corrosion & anti oxidation performance, they also contain MoS2 to ensure the grease can handle shock loads.

DESIGNED TO MEET CHALLENGES

Performance, Features & Benefits

- **High base oil viscosity to provide excellent load carrying performance**
Meets the recommended base oil viscosity recommended by leading OEMs.
- **Excellent mechanical stability even under vibrating conditions**
Consistency retained over long periods, even in conditions of severe vibration.
- **Enhanced extreme-pressure properties & resistant to shock loads**
Excellent load-carrying performance enhanced by the presence of MoS2.
- **Excellent water resistance**
Ensures lasting protection even in the presence of large amounts of water.
- **Effective corrosion protection**
Ensures components/bearings do not fail due to corrosion.
- **High dropping point**
Resistant to high temperatures.

Specifications, Approvals & Recommendations

Shell Gadus S3 V460D is listed by several leading OEMs:

- Komatsu Mining (Germany)
- Terex
- BE (certified)
- Dieffenbacher
- Hitachi
- Konecranes
- CMI
- Flat Products Equipment
- Pfeiffer
- Voith Paper Environmental
- Meets the requirements of the 3% MoS2 grease Caterpillar specification
- Rothe Erde

For a full listing of equipment approvals and recommendations, please consult your local Shell Technical Helpdesk, or the OEM Approvals website.

Main Applications



Shell Gadus S3 V460D greases are used for the grease lubrication of heavy-duty, slow moving bearings subject to shock loads found in the following industries:

- Mining
- Steel

Typical Physical Characteristics

Properties	Method	Shell Gadus S3 V460D 2
NLGI Consistency		2
color		Black
Soap Type		Lithium complex
Base Oil Type		Mineral
Kinematic Viscosity @40°C cSt	ASTM D445	460
Kinematic Viscosity @100°C cSt	ASTM D445	31
Cone Penetration, Worked @25°C 0.1 mm	ASTM D217	265-295
Dropping Point °C	IP 396	>240

These characteristics are typical of current production. While future production will conform to Shell's specification, variations in these characteristics may occur.

Health, Safety & Environment

• Health and Safety

Shell Gadus S3 V460D grease is unlikely to present any significant health or safety hazard when properly used in the recommended application and good standards of personal hygiene are maintained.

Avoid contact with skin. Use impervious gloves with used oil. After skin contact, wash immediately with soap and water.

Guidance on Health and Safety is available on the appropriate Material Safety Data Sheet, which can be obtained from <http://www.epc.Shell.com/>

• Protect the Environment

Take used oil to an authorized collection point. Do not discharge into drains, soil or water.

Additional Information

• Operating Temperature

-20°C to +140°C (peak 150°C)

• Advice

Product recommendations for applications and specifications not covered here may be obtained from your Shell representative.



America's Fastest Growing Lubricant Brand!

Quantum® MolyCAT Grease

Quantum MolyCAT Grease EP 2 is a premium, high-temperature, lithium complex grease formulated with 3% Molybdenum Disulfide (Moly). Moly reduces the coefficient of friction, and acts as a dry lubricant when required, to deliver optimum film strength and provide added protection of critical metal parts from wear and localized heating under shock load and vibration. It is also formulated with extreme pressure (EP) additives, making it ideal for heavy-load, high-temperature and slow-speed applications found in off-road equipment.

EQUIPMENT BENEFITS

- 3% Moly composition meets Caterpillar equipment grease service requirements
- Aggressive EP and anti-wear agents protect critical components under extreme load
- Outstanding resistance to corrosion extends equipment life
- Optimum shock load protection for heavy-duty equipment
- Excellent high-temperature performance provides resistance to grease softening
- Oxidation inhibitors maintain maximum protection in extended service

PRODUCT FEATURES

- NLGI certification GC-LB multi-purpose application for wheel bearing and heavy-duty chassis lubrication
- Excellent four-ball wear and EP performance delivers maximum protection in severe applications
- Exceptional film strength for low-speed applications under heavy load
- Balanced base oil viscosity resists separation while maintaining optimum grease pumpability
- Special polymers deliver desired tackiness to prevent bearing drop out and resist water washout

APPLICATIONS

Quantum MolyCAT Grease EP 2 is recommended for use in slow-speed, high-temperature and heavy-load applications found in heavy-duty equipment used in construction, mining and earth moving including:

- Disc and drum brake wheel bearings
- Slow-speed, heavy-loaded bearings found in mining, construction and off-road equipment
- Heavy-duty chassis and ball & universal joint lubrication
- Ball and roller bearings
- 5th wheel lubrication

QUANTUM® MolyCAT Grease EP 2		
Typical Physical Properties		
TEST	NLGI Consistency	2
NLGI Certification	ASTM D 4950	GC-LB
Thickener	Type	Lithium Complex
Color	Visual	Black-Grey
Texture	Visual	Smooth-Tacky
Worked 60 Penetration @ 25°C	ASTM D 217	285
Base Oil Viscosity, cSt @ 40°C	ASTM D445	224
Dropping Point, °F	ASTM D 2265	500
Four-Ball EP Weld Point, kgf	ASTM D 2596	400
Four-Ball Wear, mm	ASTM D 2266	0.60
Four-Ball Load Wear Index, kgf	ASTM D 2596	50
Timken OK Load, lbs.	ASTM D 2509	60
Oil Separation, %	ASTM D 1742	1.0
Water Washout @ 80°C, % wt.	ASTM D 1264	<10.0
Rust Protection	ASTM D 1743	Pass
Copper Corrosion	ASTM D 4048	Pass
Minor variations in typical physical properties may occur from normal manufacturing processes		



Previous Name: **Shell Tellus T**

Shell Tellus S2 V 22

- Extra Protection
- Versatile Applications

Industrial Hydraulic Fluid for wide temperature range

Shell Tellus S2 V fluids are high performance hydraulic fluids that use Shell's unique patented technology with excellent viscosity control under both severe mechanical stress and across a wide range of temperatures. They provide outstanding protection and performance in most mobile equipment and other applications subjected to wider ranges of ambient or operating temperatures.

DESIGNED TO MEET CHALLENGES

Performance, Features & Benefits

• Long fluid life – Maintenance saving

Shell Tellus S2 V fluids help extend equipment maintenance intervals by resisting thermal and chemical breakdown. This minimizes sludge formation and provides excellent performance in the industry standard ASTM D943 TOST test (Turbine Oil Stability Test), providing better reliability and system cleanliness.

Shell Tellus S2 V fluids also have good stability in the presence of moisture, which ensures long fluid life and reduces the risk of corrosion and rusting, particularly in moist or humid environments.

Highly shear stable viscosity modifiers help minimize variations in the fluid properties throughout the fluid drain interval.

• Outstanding wear protection

Proven zinc-based anti-wear additives are incorporated to be effective throughout the range of operating conditions, including low load and severe duty high load conditions. Outstanding performance in a range of piston and vane pump tests, including the tough Denison T6C (dry and wet versions) and the demanding Vickers 35VQ25, demonstrates how Shell Tellus S2 V fluids can help system components last longer.

• Maintaining system efficiency

The extended temperature range capability of Shell Tellus S2 V allows efficient operation of mobile equipment from cold start to normal operating conditions.

Superior cleanliness, excellent filterability and high performance water separation, air release and anti-foam characteristics all help contribute to maintaining or enhancing the efficiency of hydraulic systems.

The unique additive system in Shell Tellus S2 V, in combination with superior cleanliness (meeting the requirements of max ISO 4406 21/19/16 class, ex Shell filling lines. As recognized by DIN 51524 specification, the oil is exposed to various influences with transport and storage that could effect the cleanliness level) helps reduce the impact of contaminants on filter blocking, allowing both extended filter life and use of finer filtration for extra equipment protection.

Shell Tellus S2 V fluids are formulated for fast air release without excessive foaming to help efficient hydraulic power transfer and minimise fluid and equipment impacts of cavitation-induced oxidation that can shorten fluid life.

Main Applications



• Mobile/exterior hydraulic applications

Hydraulic and fluid power transmission systems in exposed environments can be subject to wide variations in temperature. The high viscosity index of Shell Tellus S2 V helps deliver responsive performance from cold start conditions to full load, severe duty operation.

• Precision hydraulic systems

Precision hydraulic systems require excellent control of fluid viscosity over the operating cycle. Shell Tellus S2 V provides greater temperature-viscosity stability compared to ISO HM fluids that can help improve the performance of such systems.

For more severe operating conditions, longer fluid life and enhanced efficiency, the Shell Tellus "S3" and "S4" ranges offer additional performance benefits.

Specifications, Approvals & Recommendations

- Denison Hydraulics (HF-0, HF-1, HF-2)
- Fives Cincinnati P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68)
- Eaton Vickers (Brochure 694)
- Swedish Standard SS 15 54 34 AM
- ISO 11158 (HV fluids)
- AFNOR NF-E 48-603
- ASTM 6158-05 (HV fluids)
- DIN 51524 Part 3 HVLP type
- GB 111181-1-94 (HV fluids)

For a full listing of equipment approvals and recommendations, please consult your local Shell Technical Helpdesk.

Compatibility & Miscibility

• Compatibility

Shell Tellus S2 V fluids are suitable for use with most hydraulic pumps. However, please consult your Shell Representative before using in pumps containing silver plated components.

• Fluid Compatibility

Shell Tellus S2 V fluids are compatible with most other mineral oil based hydraulic fluids. However, mineral oil hydraulic fluids should not be mixed with other fluid types (e.g. environmentally acceptable or fire resistant fluids).

• Seal & Paint Compatibility

Shell Tellus S2 V fluids are compatible with seal materials and paints normally specified for use with mineral oils.

Typical Physical Characteristics

Properties	Method	Tellus S2 V 22
ISO Viscosity Grade	ISO 3448	22
ISO Fluid Type		HV
Kinematic Viscosity @-20°C cSt	ASTM D445	695
Kinematic Viscosity @40°C cSt	ASTM D445	22
Kinematic Viscosity @100°C cSt	ASTM D445	4.8
Viscosity Index	ISO 2909	142
Density @15°C kg/m ³	ISO 12185	872
Flash Point (COC) °C	ISO 2592	190
Pour Point °C	ISO 3016	-42
Dielectric Strength* kV	ASTM D877	>30

These characteristics are typical of current production. Whilst future production will conform to Shell's specification, variations in these characteristics may occur.

- * Dielectric strength value applies only to "point of manufacture" at a Shell authorized manufacturing facility. As with all hydraulic fluids, contamination with water or particulate leads to a reduction in dielectric strength.

Health, Safety & Environment

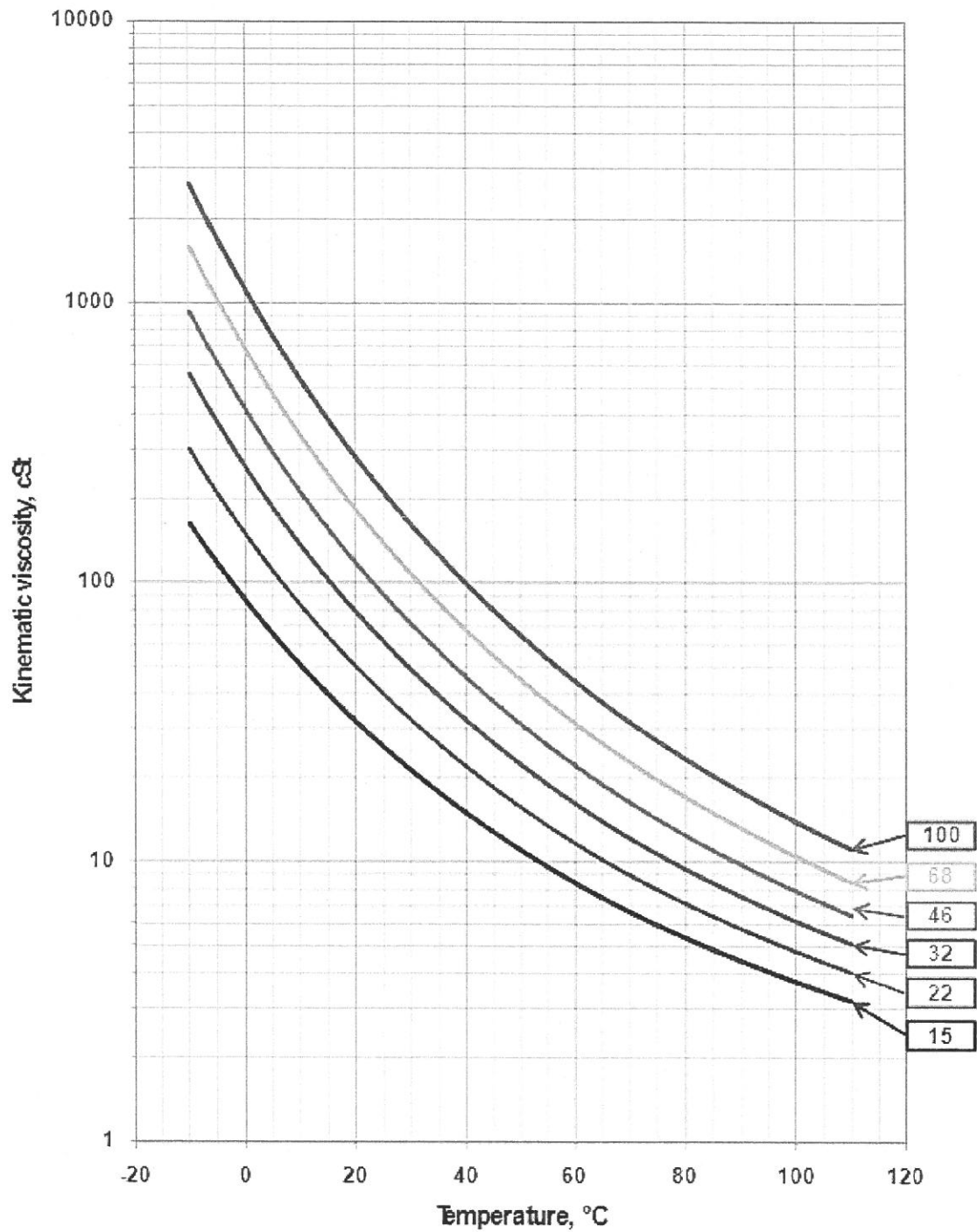
- Guidance on Health and Safety is available on the appropriate Material Safety Data Sheet, which can be obtained from <http://www.epc.shell.com/>
- **Protect the Environment**
Take used oil to an authorised collection point. Do not discharge into drains, soil or water.

Additional Information

• Advice

Advice on applications not covered here may be obtained from your Shell representative.

Viscosity - Temperature Diagram for Shell Tellus S2 V





America's Fastest Growing Lubricant Brand!

HYPERION™ 6000 AW Hydraulic Oil

Hyperion 6000 Hydraulic AW Oils are premium hydraulic fluids formulated from highly-refined base stocks and an advanced additive system to deliver ultimate equipment protection with extended service intervals.

Hyperion 6000 Hydraulic AW Oil's high viscosity index delivers optimum fluid performance over a wide-range of operating temperatures and conditions. Their long-lasting performance and protection is supported by a 6,000 hour rating in the ASTM D-943 oxidation stability test. They also exhibit excellent demulsification (water separation) properties, even at high operating temperatures and operating pressures.

EQUIPMENT BENEFITS

- Ultimate wear protection for critical system components
- Ultimate resistance to rust and oxidation
- Maximum protection and peak performance under heavy-loads
- Maintains excellent water separating properties
- Provides maximum protection for sensitive servo valves
- Delivers smooth hydraulic operation through rapid air release
- Provides extended equipment service intervals



PRODUCT FEATURES

- Formulated with highly-refined base stocks for ultimate resistance to thermal breakdown
- Provides active anti-wear agents to protect critical system components
- Protects sensitive servo valves for trouble-free operation
- Special dispersants provide resistance to system rust and corrosion
- Ultimate oxidation stability maximizes lubricant service life

APPLICATIONS

Recommended for hydraulic pumps and hydraulic and high-pressure circulating systems requiring:

- Parker Hannifin (Denison) HF-O, HF-1, HF-2, & T6H2OC
- Eaton Vickers 35VQ25A Pump, M-2950-S, & I-286-S
- Cincinnati Milacron P-68, P-69, & P-70
- DIN 51524-2

HYPERION™ 6000 AW Hydraulic Oil				
Typical Physical Properties				
ISO Grade	32	46	68	100
Lbs./Gallon	7.2	7.2	7.2	7.3
Pour Point °C (°F)	-39 (-39)	-38 (-36)	-37 (-35)	-33 (-28)
Flash Point, °C (°F)	204 (400)	207 (405)	232 (450)	241 (465)
Oxidation Hrs, ASTM D-943	>6000	>6000	>6000	>6000
Viscosity Index	110	110	108	106
Viscosity cSt @ 40°C	30.4	46.8	66.0	100.2
Viscosity cSt @ 100°C	5.3	7.0	8.4	11.1
Gravity, API	31.2	30.4	29.7	29.0
Color ASTM D1500	<1.5	<1.5	<1.5	<2.0
Minor variations in typical physical properties may occur from normal manufacturing processes				



America's Fastest Growing Lubricant Brand!

Quantum® T-3 Automatic Transmission Fluid

Quantum T-3 Transmission Fluid is a premium fluid designed and recommended for use in automatic transmissions previously serviceable by GM DEXRON®-III (H) and Ford MERCON® brands. It may also be used in equipment requiring a Type A fluid, Allison C-4, Caterpillar TO-2 or Ford specifications M2C138-CJ and M2C166-H.

Quantum T-3 Transmission Fluid's state-of-the-art additive system provides ultimate transmission protection and peak performance in passenger cars, sports utility vehicles and light trucks. It also provides excellent hydraulic performance in industrial applications where low-temperature fluidity or leak detection is an important requirement.

EQUIPMENT BENEFITS

- Superior wear protection
- Excellent frictional properties for smooth shifting
- Excellent anti-shudder performance
- Good seal compatibility
- Protection against varnish and sludge formation
- Superior thermal stability
- Outstanding low-temperature performance

PRODUCT FEATURES

- Formulated with select base stocks for added resistance to thermal breakdown
- Provides active anti-wear agents to protect critical transmission components
- Delivers added resistance to fluid oxidation in severe operating conditions
- Shear-stable viscosity modifiers provide stay-in-grade protection

APPLICATIONS

Quantum T-3 Automatic Transmission Fluid is recommended for the following transmission requirements:

- Transmissions previously serviceable by GM DEXRON®-III (H) and Ford MERCON® brands
- Allison C-4, Caterpillar TO-2 or Ford specifications M2C138-CJ and M2C166-H
- **Not recommended for use in transmissions requiring GM DEXRON®-VI, Ford MERCON®-V, MERCON® SP & LV fluids, or Ford ATF Type F applications**

Quantum® T-3 Automatic Transmission Fluid

Typical Physical Properties

Density, g/cm ³ @ 15° C	0.860
Flash Point, COC °C (°F)	212 (413)
Pour Point, °C (°F)	-52 (-61)
Viscosity, cP @ -20° C	1300
Viscosity, cP @ -30° C	4200
Viscosity, cP @ -40° C	17000
Viscosity, cSt @ 40° C	35.4
Viscosity, cSt @ 100° C	7.2
Viscosity Index	172
Color	Red
Foam Test, ASTM D892	Pass

Minor variations in typical physical properties may occur from normal manufacturing processes



America's Fastest Growing Lubricant Brand!

HYPERION™ TO-4 Fluid

Hyperion TO-4 Fluids are next generation oils designed to meet the demanding lubricant requirements of late model Caterpillar equipment. They are formulated with select base stocks and advanced additive technology to provide ultimate protection for Caterpillar and other off-road power shift transmissions, hydrostatic transmissions, clutch plates, torque convertors, final drives, and hydraulic systems.

Available in SAE grades 10W, 30, & 50, Hyperion TO-4 Fluids meet and exceed Allison C-4 and Caterpillar TO-4 performance requirements.

EQUIPMENT BENEFITS

- Excellent wear protection for critical transmission and final drive components
- Maximum resistance to sludge and varnish deposit formation
- Delivers optimum friction properties for smooth clutch plate operation
- Reduces brake chatter in wet brake applications under heavy-load
- Extends component service life



PRODUCT FEATURES

- Formulated with premium group II base stocks for added resistance to oxidation and thermal breakdown
- Delivers added protection against rust and corrosion formation
- Long-lasting shear stability provides stay-in-grade performance
- Aggressive resistance to oil oxidation under extreme operating conditions
- Multiple viscosity grades allow for use in a wide-range of ambient operating temperatures

APPLICATIONS

Recommended for Caterpillar and other off-road power shift transmissions, hydrostatic transmissions, clutch plates, torque convertors, final drives, and hydraulic systems requiring:

- Caterpillar TO-2 (obsolete) & TO-4
- Allison C-4 (SAE 10W & 30)
- Komatsu Micro-Clutch Equipment
- Vickers (Eaton) M-2950-S
- ZF TE-ML 03C Transmission (SAE 10W & 30)

HYPERION™ TO-4 Fluid				
Typical Physical Properties				
SAE GRADE	Test Method	10W	30	50
API Gravity @ 60°F		30.4	28.4	27.0
Viscosity @ 40°C, cSt	ASTM D445	28.3	75.6	174.5
Viscosity @ 100°C, cSt	ASTM D445	5.2	9.7	1.9
Viscosity Index	ASTM D2270	102	102	102
Flash Point, °C (°F)	ASTM D93	208 (406)	232 (450)	217 (423)
Pour Point, °C (°F)	ASTM D97	-36 (-33)	-30 (-22)	-24 (-11)
TBN, mg KOH	ASTM D2896	7.5	7.5	7.5
Zinc, ppm		1100	1100	1100
Minor variations in typical physical properties may occur from normal manufacturing processes				



America's Fastest Growing Lubricant Brand!

Quantum® TS Global Synthetic Transmission Fluid

Quantum TS Global Synthetic Transmission Fluid is formulated from premium synthetic base stocks and a state-of-the-art additive system, specially engineered and recommended for use in virtually all global automatic transmissions. It exceeds the performance requirements for GM DEXRON®-VI, Ford Mercon® V, Mercon® SP & Mercon® LV, Chrysler ATF+4, Toyota T-IV & WS, Honda/Acura, Volvo, Mercedes, BMW and JASO fluids. It is also backward compatible for use in transmissions previously serviceable by GM DEXRON®-II or DEXRON®-III (H) and Ford Mercon® brands.

TRANSMISSION BENEFITS

- Excellent frictional properties for smooth shifting
- Optimum performance in GM 6-speed transmissions
- Excellent performance in hybrid transmissions, including Ford and Toyota
- Superior shear stability and wear protection
- Protection against varnish and sludge formation
- Superior thermal stability and oxidation resistance
- Outstanding low-temperature performance
- One fluid for virtually every global transmission application



PRODUCT FEATURES

- Meets low-viscosity OEM transmission fluid requirements
- Formulated with synthetic base stocks for maximum resistance to thermal breakdown
- Provides active anti-wear agents to protect critical transmission components
- Delivers optimum resistance to fluid oxidation in severe operating conditions
- Compatible with conventional fluids whether used in a complete fluid exchange or top-off
- Nearly eliminates the possibility of a fluid misapplication and reduces service liability

Quantum® TS Global Synthetic Transmission Fluid		
Typical Physical Properties		
Density, g/cm ³ @ 15° C	ASTM D4052	0.849
Flash Point, COC C° (F°)	ASTM D93	227 (440)
Pour Point, C° (F°)	ASTM D97	-51 (-60)
Brookfield Viscosity, cP @ -40° C	ASTM D2983	12,500
Viscosity, cSt @ 40° C	ASTM D445	32.6
Viscosity, cSt @ 100° C	ASTM D445	6.3
Viscosity Index	ASTM D2270	180
Color	Visual	Red
Foam Test	ASTM D892	Pass
Minor variations in typical physical properties may occur from normal manufacturing processes		

TRANSMISSION APPLICATIONS

Quantum TS Global Synthetic Transmission Fluid is specially formulated to meet and exceed the performance requirements of virtually all global automatic transmission fluid requirements for passenger cars, flex-fuel vehicles, hybrids, light-trucks, sports utility vehicles and most heavy-duty equipment transmission standards. It is recommended for use in the warranted applications and will not void applicable vehicle warranties.

(Continued on following page)

Technical Data Sheet

Quantum TS Global Transmission Fluid warrants the following transmission applications:

- o ATF Type A - Suffix A
- o Aisin Warner M315 Types A-1, AW-1, 3309
- o Acura ATF-Z1, DW-1 (except CVTs)
- o Alfa Romeo (all vehicles)
- o Allison C-3, C-4, TES-389
- o American Motors using ATF +3 (MS7176-E), ATF +4 (MS 9602)
- o Audi ZF, 5HP19FL, 5HP24A, LT71141, TL 52162, G-052-025-A2, G-052-162-A1, A2; G-052-182-A2, G-055-025-A2
- o BMW 83 22 9 400 (272,275), 83 22 9 407 (765,807,858,859), 83 220 397 (114), ZF, 5HP (18FL, 19FL, 24A, 30), LA2634, ETL-7045E, ETL-8072B, N402, LT71141,
- o Caterpillar Power Shift TO-2
- o Chrysler ATF+3(MS7176-E), ATF+4(MS 9602), Mopar AS68RC ATF
- o Daewoo LT 71141
- o Daihatsu ALUMIX MULTI
- o Esso LT 71141
- o Fiat (all vehicles), Type TIV
- o Ford MERCON®, MERCON® (M506050501), MERCON® V (XP-5-QM),MERCON® SP (XT-6-QSP),MERCON® LV (XT-10-QLV); WSS-M2C-138-CJ, 166-H, 185-A, 195-A, 202-B, WSS-M2C-910-A, 922-A1, 924-A (XT-8-QAW), Ford FNR5
- o GM DEXRON®; DEXRON® II, II-E, III, III-G, III-H, VI; GM 9986195; GM12378515; GM Transfer Case 12378396, 12378508
- o Honda ATFZ-1, DW-1 (except CVTs)
- o Hyundai SP-II, SP-III, SP-IV, SPH-IV, NWS-9638 T-5, SP4-M
- o Idemitsu K17, Jatco 3100 PL085
- o Infiniti Matic-D, Matic-J, Matic-K, Matic-S
- o Isuzu Besco ATF-II, ATF-III
- o Jaguar ZF 5HP24, LT71141, JLM20238, M1375.4, ATF 3403 M115
- o JASO M315 Type 1-A
- o Jeep (ATF +3, ATF +4)
- o JWS 3309
- o Kia SP-II, SP-III, SP-IV, Red 1, SP4-M
- o Lexus Type T, T-II, T-III, T-IV, WS
- o MAN 339A, F, V1, V2, Z1, Z2, Z3
- o Mazda ATF-M III, ATF M-3, ATF-MV, V (XT-9-QMM5)
- o Mercedes Benz ZF 4HP20, 236.1, 236.2, 236.3(PSF), 236.5(C-4), 236.6,236.7, 236.8, 236.81, NAG-1, 236.9, 236.10, 236.11, 236.12, 236.14, 236.15 & 722.9 (NAG-2)
- o Mini Cooper T-IV
- o Mitsubishi Diamond SP II, SP III; Dia Queen J2
- o Nissan Matic-D, Matic-J, Matic-K, Matic-S
- o Opel 19 40 700, 19 40 707, 19 40 767
- o Peugeot ZF 4HP20
- o Porsche ZF 5HP19FL, ATF 3403-M115, T-IV
- o Renault (all vehicles), Renk-Doromat
- o SAAB 3309, 93 165 146, 93 165 147 (except those requiring Type F)
- o Saturn: see GM listing
- o Scion (all vehicles)
- o Shell 3403, 3353, LA 2634, M-1375.4
- o Subaru ATF, AT-HP
- o Suzuki ATF 3309, 3317
- o Texaco ETL-7045E, ETL-8072B, N402
- o Toyota Type T-II, T-III, T-IV, WS
- o Vickers M-2950-S, I-286-S
- o Voith G607 (55.6335.XX), G1363 (55.6336.XX), Turbo
- o Volvo 97340, 97341, 1161521, 1161540, T-IV, STD 1273.41
- o VW ZF, 5HP19FL, 5HP24A, LT71141, TL 52162, G-052-025-A2, G-055-025-A2, G-052-162-A1, A2; G-052-182-A2, G-052-990-A2, G-055-005-A2, G-055-162, G-060-162-A2
- o ZF, Ecomat; ZF TE-ML 02F, 03D, 04D, 05L, 09, 11B; ZF TE-ML 14 A,B,C,16L,17C

Quantum TS Global Transmission Fluid IS NOT recommended for use in Continuously Variable Transmissions (CVT), Dual Clutch Transmissions (DCT) or applications that require a non-friction modified ATF, such as Ford Type F or Ford Type G (used in certain European transmissions).

Always consult your owner's manual to verify the proper fluid recommendation for your vehicle

Quantum TS Global Transmission Fluid is engineered to service nearly every world-wide transmission!!



HYPERION™ Universal Tractor Fluid

Hyperion Universal Tractor Fluid is a premium multi-purpose lubricant formulated from select base stocks and state-of-the-art additive technology. It is designed for use in a variety of farm equipment, off-highway machinery, industrial tractors, final drives, power take-off units, wet brakes, power steering units, and hydraulic systems. It provides the unique combination of ultimate equipment protection and the convenience of using one fluid in place of two or more fluids while maintaining optimum component performance and durability.

The combination of special friction modifiers and shear-stable viscosity modifiers offer optimum performance levels. Hyperion Universal Tractor Fluid is recommended for use in all major OEM equipment including, but not limited to; Kubota, Oliver, Minneapolis-Moline, Caterpillar, International Harvester, White Farm, John Deere, Deutz-Allis Chalmers, Case New Holland, J.I. Case, and AGCO (Massey Ferguson).

EQUIPMENT BENEFITS

- Superior wear protection to protect critical components
- Excellent frictional properties for smooth shifting
- Excellent anti-shudder performance
- Good seal compatibility
- Protection against varnish and sludge formation
- Superior thermal stability and oxidation resistance

PRODUCT FEATURES

- Formulated with highly-refined Group II base stocks for added resistance to thermal breakdown
- Provides active anti-wear agents to protect critical transmission components
- Delivers added resistance to fluid oxidation
- Shear-stable viscosity modifiers provide "stay in grade" protection

APPLICATIONS

Hyperion Universal Tractor Fluid is recommended for the following fluid requirements and applications:

- Allison: C-4
- John Deere: Quatrol, J20C, J20A, J21A, Hy-Gard J14B/C, Type 303 Fluid
- International Harvester: Hy-Tran, B-6
- AGCO (Massey Ferguson): M-1145, M-1143, M-1110, M-1127B, M-1129A, M-1135 Permatran III, M-1138, M-1141, White Q-1826, & Allis Chalmers Power Fluid 821 XL, Deutz-Allis Hyd Trans Fluid, 25743, 272843, & AGCO-Allis
- J.I. Case: TFD (JIC-143/146), Hi-Vis (JIC-185), JIC-144/145, MS-1204, MS1205/1206/1207, MS-1210 (TCH) and B-6
- Case New Holland: MAT 3505, MAT 3525, MAT 3526, ESN M2C86-A/B/C, M2C134-A/B/C/D, M2C41-B, M2C43, M2C53-A/B, M2C92-A
- Vickers- I-2986-S, 104C, & M2950S, Denison UTTO, HF-0, HF-01, HF-02
- Kubota Universal Transdrdraulic Fluid: UTD & Super UTD
- Sundstrand Hydrostatic Transmissions: JDQ-84
- Volvo: BM, VCE 1273.03 & WB-101 (wet brake)
- Caterpillar: TO-2, & MTO (Multi- Application Tractor Oil), for older Backhoe Loader rear axles and Challenger Tractors

HYPERION™ Universal Tractor Fluid Typical Physical Properties

Performance Level	J20C
API Gravity @ 60° F	29.7
Lbs./gallon	7.2
Viscosity, cSt @ 100°C	10.2
Viscosity, cSt @ 40°C	68.4
Viscosity Index	140
Pour Point, °C (°F)	-40 (-40)
Flash Point, °C (°F)	218 (424)

Minor variations in typical physical properties may occur from normal manufacturing processes



SHELL CAPRINUS[®] XR OILS

High performance, zinc-free & chlorine-free railroad and marine engine oils

Product Description

Shell Caprinus[®] XR are premium quality, zinc-free, and chlorine-free railroad and marine engine oils with an established history of providing outstanding engine cleanliness. Caprinus XR oils are available in SAE 40 and SAE 20W-40 viscosity grades.

Applications

- recommended for medium speed two-cycle and four-cycle diesel engines, including:
 - EMD
 - Fairbanks-Morse
 - General Electric
 - ALCO
- other similar diesel engines used as auxiliary or main engines in marine service or as switching locomotives
- stationary engines requiring oils with API CF and API CD (obsolete) level performance

Features/Benefits

- formulated with a unique Shell additive system that is both zinc free and chlorine free
- provide excellent engine cleanliness, especially engine top decks
- provide superior in service retention of Total Base Number (TBN). (Note: EMD and General Electric, as well as the LMOA, recognize that new oil TBN is not an indicator of an oil's performance and do not include TBN in their oil specifications)
- provide extended oil drain interval capability
- multigrade Caprinus XR 20W-40 contains a shear-stable viscosity index improver additive that provides reduced oil consumption and better fuel economy, allows for longer oil drain intervals through control of used oil viscosity increase in severe applications & provides better lubrication and oil flow at low temperatures and during engine warm-up

Approvals and Recommendations

- ElectroMotive Division of General Motors (EMD)
- General Electric as Generation 4 Long Life Oils
- Locomotive Maintenance Officers Association (LMOA) Generation 5
- API CF
- API CD (obsolete)

Typical Properties of Shell Caprinus XR Oils

	Test Method	SAE Grade	
		40	20W-40
Product Code		54794	54793
Gravity, °API	D 1298	24.9	27.0
Viscosity:			
@ 40°C, cSt	D 445	150	139
@ 100°C, cSt	D 445	15.0	15.5
Viscosity Index	D 2270	97	115
Flash Point, COC, °C (°F)	D 92	246 (480)	222 (435)
Pour Point, °C (°F)	D 97	-21 (-10)	-24 (-11)
Neutralization No, TBN-E	D 2896	13.6	13.6
Sulfated Ash, wt%	D 874	1.46	1.46
Calcium, wt%	X-ray	0.43	0.43
Zinc, ppm	X-ray	< 10	< 10

Handling & Safety Information

For information on the safe handling and use of this product, refer to its Material Safety Data Sheet at <http://www.equivashellmsds.com>. For more information and availability, call 1+800-782-7852 or World Wide Web: <http://www.shell-lubricants.com/>.



Shell Rotella® T6 5W-40 (CJ-4)

- Low Emissions
- Energy Saving

Fully Synthetic Heavy Duty Diesel Engine Oil -Extreme Temperature Performance

Shell Rotella® T6 Energized Protection™ oil features Shell exclusive "Low-SAPS" additive technology reinforced with a novel and unique anti-wear system. Protective power is further enhanced through the use of synthetic base oil technology that increases additive activity to deliver low-viscosity fuel saving performance with no compromise in durability. Key benefits include; compatibility with exhaust emissions control systems, protection in extreme operating temperatures and fuel economy performance*.



ENERGISED PROTECTION
Adapting to your engine's changing needs

Performance, Features & Benefits

- **Improved fuel economy**

Through use of Shell's most advanced technology Shell Rotella® T6 oil offers enhanced fuel economy capability* that can save money in fuel consumption, without compromising engine protection or durability.

*eg compared to 15W-40 oils

- **Improved wear performance**

Provides a significantly increased level of protection against harmful engine wear when compared to previous generation API CI-4+ engine oils.

- **Improved deposit control**

The advanced multi-functional dispersant additives in combination with synthetic base oils provide an enhanced level of protection against the effects of soot, dirt and other contaminants.

- **Improved heat resistance**

Shell Rotella® T6 Synthetic oil resists breakdown by heat to provide continuous protection throughout the service interval.

- **Emissions system compatibility**

Advanced low-ash formulation helps control blocking of or poisoning of exhaust after-treatment devices, helping maintain vehicle emission compliance and engine fuel efficiency.

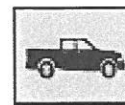
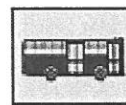
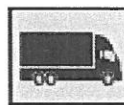
- **Protection in extreme climates**

Shell Rotella® T6 Synthetic oil is based on freeflowing synthetic base oils that allow reliable pumping on start-up under cold climate conditions yet remain thick enough under high temperature operation to protect against wear.

- **Outstanding shear stability**

Shell Rotella® T6 Synthetic oil resists viscosity loss through shear and will maintain optimal oil pressure in the engine.

Main Applications



- **For new and older diesel powered vehicles**

Suitable for new and older diesel powered vehicles from Class 8 tractor/trailers to heavy duty diesel pickups, delivery, utility, and school bus fleets.

- **Meets or exceeds diesel engine requirements**

Meets or exceeds requirements of API CJ-4, Cummins, Caterpillar, Detroit Diesel, Mack, Mercedes Benz, Volvo, Ford.

- **Gasoline engine applications**

Meets the requirements of API SM.

Specifications, Approvals & Recommendations

- API: CJ-4, CI-4 PLUS, CI-4, CH-4, CG-4, CF-4, CF

- API: SM, SL, SJ, SH

- ACEA: E9

- Caterpillar: ECF-3, ECF-2

- Cummins: CES 20081

- DDC: 93K218

- Ford: WSS-M2C171-E

- JASO: DH2, MA, MA2

- Mack: EO-O Premium Plus

- MB Approval: 228.31

- Volvo: VDS-4

For a full listing of equipment approvals and recommendations, please consult your local Shell Technical Help Desk, or the OEM Approvals website.

Typical Physical Characteristics

Properties			Method	Shell Rotella T6 5W-40 (CJ-4)
SAE Viscosity Grade				5W-40
Kinematic Viscosity	@40°C	mm ² /s	ASTM D445	87
Kinematic Viscosity	@100°C	mm ² /s	ASTM D445	14.2
Dynamic Viscosity	@-30°C	mPa s	ASTM D5293	6000
Total Base Number		mg KOH/g	ASTM D2896	10.6
Sulfated Ash		%	ASTM D874	1.0
density	@15°C	kg/l	ASTM D4052	0.858
Flash Point (COC)		°C	ASTM D92	224
Pour Point		°C	ASTM D97	-42

These characteristics are typical of current production. While future production will conform to Shell's specification, variations in these characteristics may occur.

Health, Safety & Environment

• Health and Safety

Shell Rotella® T6 is unlikely to present any significant health or safety hazard when properly used in the recommended application and good standards of personal hygiene are maintained.

Avoid contact with skin. Use impervious gloves with used oil. After skin contact, wash immediately with soap and water.

Guidance on Health and Safety is available on the appropriate Material Safety Data Sheet, which can be obtained from your Shell representative.

• Protect the Environment

Take used oil to an authorized collection point. Do not discharge into drains, soil or water.

Additional Information

• Advice

Product recommendations for applications and specifications not covered here may be obtained from your Shell representative.



America's Fastest Growing Lubricant Brand!

Quantum® FullSYN Premium Gear Oil

Quantum FullSYN Premium Gear Oil is specially formulated with proprietary PolyAlphaOlefin Synthetic base stocks and state-of-the-art additive technology to provide ultimate protection and peak performance in passenger car and truck axles with hypoid gear sets operating under severe conditions and extreme temperatures. Quantum FullSYN Gear Oils meet the stringent performance standards for Dana Corporation's (Eaton) Roadranger 750,000 mile extended warranty program.

Quantum FullSYN Premium Gear Oil is available in SAE grades 75W-90, 75W-140, and 80W-140 and exceeds performance requirements as defined by API classifications GL-5 and MT-1.

VEHICLE BENEFITS

- Outstanding low-temperature shifting performance and cold start-ups
- Maximum resistance to oxidation, sludge and varnish formation
- Protection against gear rust and corrosion
- Optimum fuel economy
- Superior wear protection for critical gear components
- Provides smooth shifting operation

PRODUCT FEATURES

- Formulated with proprietary PolyAlphaOlefin Synthetics for maximum resistance to thermal breakdown
- Meets performance requirements for Dana/Eaton Roadranger 750,000 mile extended warranty program
- SAE grades 75W-90 and 75W-140 are formulated with limited-slip (LS) additive
- Provides ultimate wear protection for critical gear components from shock loading
- Resists deposit formation to protect seals from deterioration and prevent loss of fluid

APPLICATIONS

Recommended for passenger car, light-truck and heavy-duty truck axles with hypoid gear sets operating under severe conditions, extreme temperatures and extended service intervals requiring:

- API Service GL-5 & MT-1
- U.S. Military MIL-PRF-2105E
- Ford WSL-M2C192-A (75W-140)
- Dana Corporation SHAES-256
- ArvinMeritor (Rockwell) O76-Q (extended drain), O-76-E (petrol), O-76-N (syn)
- Mack GO-J & GO-J Plus
- Eaton PS-163, PS-037 & PS-109; General Electric D50E9C; Harnischfeger (P & H) 474; Navistar TMS 6816; U.S. Steel 224 and AGMA Standard 250.03

Quantum® FullSYN Premium Gear Oil				
Typical Physical Properties				
SAE Grade	Test Method	75W-90	75W-140	80W-140
API Service		GL-5 & MT-1	GL-5 & MT-1	GL-5 & MT-1
Pounds per Gallon		7.27	7.30	7.34
Gravity, °API	ASTM D287	28.3	31.6	27.8
Flash Point, °C (°F)	ASTM D445	204(400)	210(412)	212(415)
Pour Point, °C (°F)	ASTM D97	-48 (-54)	-45 (-49)	-39 (-38)
Viscosity, cSt @ 40°C	ASTM D445	128.0	176.4	262.0
Viscosity, cSt @ 100°C	ASTM D445	17.5	24.8	31.1
Brookfield Viscosity, cP	ASTM D2983	100,000@-40°C	126,000@-40°C	60,000@-26°C
Viscosity Index	ASTM D2270	158	173	160
Minor variations in typical physical properties may occur from normal manufacturing processes				

EXHIBIT B

WVOASIS VENDOR SELF SERVICE (VSS) ELECTRONIC PRICING PAGE SUBMISSION INSTRUCTION

Vendors who wish to respond to the Centralized Request for Quotation (CRFQ) online may submit information through the State's WVOASIS Vendor Self Service (VSS). Vendors should download **EXHIBIT A - OIL15 PRICING PAGE** that is attached separately to the CRFQ and published to VSS. Vendors must complete this form with their prices information and include it as an attachment to their online response with an Attachment Type of "Pricing" . The Pricing Page attachments (Pricing) are then downloaded by the buyer during the bid opening for bid evaluation. Also, for online responses, the GRAND TOTAL from EXHIBIT A – OIL15 PRICING PAGES, should be entered as the "Unit Price" for Commodity Line 1 in the system. Failure of entering this amount into the system will give you a Zero (0) amount of bid.

If unable to respond online please submit the Pricing Pages with your bid prior to the bid opening date.



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

State of West Virginia
Request for Quotation

Proc Folder: 60515

Doc Description: OIL15 - STATEWIDE CONTRACT FOR OILS, LUBRICANTS & GREASE

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2014-12-09	2015-01-20 13:30:00	CRFQ 0212 SWC1500000010	1

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:

HARRIS OIL CO. INC.

P.O. Box 685

SPENCER WV

25276

FOR INFORMATION CONTACT THE BUYER

Evelyn Melton

(304) 558-7023

evelyn.p.melton@wv.gov

Signature X

Wayne Harris

FEIN #

55-0480256

DATE

1/20/15

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

INVOICE TO		SHIP TO	
ALL STATE AGENCIES VARIOUS 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 AND GREASE	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
15120000			

Extended Description :

STATEWIDE CONTRACT FOR OILS, LUBRICANTS AND GREASE.

NOTE: WHEN RESPONDING THROUGH VSS, UNIT PRICE FOR COMMODITY LINE 1 WILL BE YOUR GRAND TOTAL AMOUNT FROM EXHIBIT A - PRICING PAGES.

THE WEST VIRGINIA PURCHASING DIVISION IS SOLICITING BIDS FOR A BLANKET OPEN-END STATEWIDE CONTRACT FOR OILS, LUBRICANTS AND GREASE. THIS CONTRACT SHALL COVER ALL WEST VIRGINIA STATE AGENCIES.

SWC1500000010	Document Phase Final	Document Description OIL15 - STATEWIDE CONTRACT FOR OILS, LUBRICANTS & GREASE	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening.

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 23, 2014 - end of business

Submit Questions to: Evelyn P. Melton
 2019 Washington Street, East
 Charleston, WV 25305
 Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
 Email: evelyn.p.melton@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. The bid delivery address is:

Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:
 BUYER:
 SOLICITATION NO.:
 BID OPENING DATE:
 BID OPENING TIME:
 FAX NUMBER:

In the event that Vendor is responding to a request for proposal, and chooses to respond in a manner other than by electronic submission through wvOASIS, the Vendor shall submit one original technical and one original cost proposal plus convenience copies of each to the Purchasing Division at the address shown above. Additionally, if Vendor does not submit its bid through wvOASIS, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

☐ Technical

☐ Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: January 20, 2014 - Tuesday @1:30 P.M.

Bid Opening Location: Department of Administration, Purchasing Division
 2019 Washington Street East
 Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, 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.

9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.
12. **COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.
13. **REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the

same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

- 17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

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. **"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.
 - 2.3. **"Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.4. **"Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.5. **"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.
 - 2.6. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.7. **"State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.8. **"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: This Contract becomes effective on _____ upon award _____ 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 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. Renewal of this Contract is limited to _____ two (2) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed _____ 36 months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

☐ **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.

prices may change UP OR DOWN Every 6-months.
with verification from manufacture.

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

☐ **BID BOND:** All Vendors shall furnish a 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 _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **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.

☐ **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.

☐ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☐ **Commercial General Liability Insurance:** In the amount of _____ or more.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

☐
☐
☐
☐
☐

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 above.

- ☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, 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.

☐
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☐

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.

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. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
11. **LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of _____ for _____.
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.

- 12. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Award Document, upon receipt.
- 13. 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.
- 14. PAYMENT:** 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. 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.
- 16. 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 § 148-1-7.16.2.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** 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 law.
- 20. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with

prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

21. **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.
22. **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). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
23. **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.
24. **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.
25. **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. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
26. **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.
27. **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.
28. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

29. 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>.

30. DISCLOSURE: Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code §§ 29B-1-1 et seq. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. A legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

31. LICENSING: In accordance with West Virginia Code of State Rules §148-1-6.1.7, 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. 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.

- 32. 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.
- 33. 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.
- 34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.
- ☐ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.
- 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, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to 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"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. 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.

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.

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 hearth, 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.

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids for a blanket 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, Subsection 1 below.
 - 2.2 **“Pricing Pages”** means the schedule of prices, estimated order quantity, and totals attached hereto as Exhibit A and used to evaluate the solicitation.
 - 2.3 **“CRFQ”** means the official request for quotation published by the Purchasing Division and identified as SWC1500000010.

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 on the pricing pages must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 **Items 1 & 2**
 - 3.1.1.1 **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 manufacturers 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 or equal.

3.1.1.2 Out Board Motor Oil: This motor oil shall be high quality, ashless and specifically compounded and marketed for mixing with gasoline to lubricate two-cycle, water cooled engines. Must be tested and certified by the National Marine Manufacturers Association (NMMA) for TC-W III.

The motor oil shall be satisfactory for use in 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 or equal.

3.1.2 Items 3 – 14 & 47

3.1.2.1 Motor oil and hydraulic oil: Shall be produced from virgin materials, suitable for use in passenger cars and trucks, and heavy duty engines used in trucks and heavy construction equipment, diesel and gasoline engines. The viscosity grade, SAE 15W-40 must be API certified and have the API seal of approval on the product.

The oil furnished shall meet the performance requirement ("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.

Crankcase oil must be 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 or equal

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

Minimum viscosity index for all motor oils shall be 95.

3.1.3 Items 15 - 17

3.1.3.1 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

3.1.4 Item 18

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

3.1.5 Item 19

3.1.5.1 Synthetic Lubricant: Must be fully synthetic, SAE50 lubricant for use in heavy –duty truck manual transmissions that meet EATON PS-164, R7, MACT TO-A PLUS, NAVISTAR TMS 6816 or equal.

3.1.6 Items 20 - 22

3.1.6.1 Wheel bearing and chassis grease: Shall be designated by manufacturers as suitable for a multi-purpose use in cars, light and heavy duty trucks, and industrial equipment. Must be made from a lithium complex soap.

This grease shall have good resistance to oxidation & water washout, shall possess outstanding anti-wear properties, rust protection, extreme pressure properties and has a good load carrying capacity.

Must meet minimum Salient Characteristics below: (High Dropping Point)

1. NLGI Consistency #1 and #2
2. Resistance to water without washout (ASTM D 1264)

3. Leakage resistance (ASTM D 1263)
4. Dropping point (ASTM D2265) of Min. 450 degree F.
5. Worked penetration (ASTM D217)
NLGI# 1 310-340
NLGI #2 265-295
6. NLGI – GC/LB

3.1.7 Items 23 -25

3.1.7.1 All Purpose Grease (Moly): Shall be designated by the manufacturer as suitable for use in industrial, automotive and construction equipment applications including heavy stock loading conditions. Specified for use with Caterpillar Registered Trademark or equal

Must meet minimum Salient Characteristics below:

1. NLGI Consistency #2
2. Dropping point (ASTM D 2265) of Min. 500 Degree F.
3. 3% Moly

3.1.8 Items 26 - 32

3.1.8.1 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.

Abex Denision HF-0, HF-1 HF-2
Sperry Vickers M-2950-S, 1-286-S
Sunstrand Hydrostatics
Or equal

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 demulsifying characteristics and shall not produce deleterious effects on neoprene, leather or other type seals used in such hydraulic systems. Products shall contain corrosion, oxidation, anti-wear and foam inhibitors in sufficient quantities and quality to adequately protect the hydraulic system including pumps, motor and valves. This oil shall be tested per ASTM D2619 and approved for use as quality product in this application.

Minimum viscosity index for all Hydraulic Oil shall be 95.

3.1.9 Items 33 & 34

3.1.9.1 Transmission Fluid: DEXRON II – MERCON OR EQUAL

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

3.1.10 Items 35 & 36

3.1.10.1 TO-4 Fluids:

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

3.1.11 Item 37

3.1.11.1 Automatic Transmission Fluid: DEXRON III, MERCON, MERCONV, ATF+3 & ATF+4 OR EQUAL

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

3.1.12 Items 38 & 39

3.1.12.1 Combination Fluid:

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

Combination fluid, combination hydraulic, transmission and differential fluid for use in tractor 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 or equal.

3.1.13 Items 40

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

3.1.14 Items 41

3.1.14.1 Synthetic Motor Oil for Diesel and Gasoline Engines:

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

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

3.1.15 Items 42 - 44

3.1.15.1 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.

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

3.1.16 Items 45 & 46

3.1.16.1 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, anti-wear and foam inhibitors for transmissions and differentials.

SAE Viscosity grade: 80W90

3.1.17 Item 48: DEXRON-VI OR EQUAL

3.1.17.1 Automatic Transmission Fluid meeting GM specification or equal

3.1.18 Item 49

3.1.18.1 Heavy-duty universal power shift and automatic transmission fluid

Must be premium quality which is suitable for use in transmissions requiring Allison TES-295 fluids or equal.

3.1.19 Item 50 & 51

3.1.19.1 Hydraulic/Transmission oil: HY-GARD OIL OR EQUAL

Must meet the best performance and wear protection for John Deere hydraulic and transmission systems or equal. Must be specified for equipments with either common system reservoirs or separate transmission or hydraulic systems, including those with wet brakes and wet clutches. Must exceed JDM J20C Specifications or equal.

Minimum viscosity @ 40°C must be ISO grade 46.

3.1.20 Item 52 & 53

3.1.20.1 Hydraulic Oil: CAT HYDO ADVANCED 10 OR EQUAL

Must meet the best product for CAT Machine Hydraulic systems or equal. Must meet minimum oxidation stability per ASTM D943. Must have a minimum viscosity index per ASTM D2270 of 114.

SAE Viscosity Grade – 10W

3.1.21 Item 54 & 55

3.1.21.1 Automatic Transmission Fluid: MOTORCRAFT MERCON LV OR EQUAL

Must be premium quality ATF specified for Ford Motor Company or equal. Must be manufactured with high-viscosity index, premium-quality, hydro-processed base oils and specially designed performance additives.

Minimum viscosity index must be 155

3.1.22 Item 56 & 57

3.1.22.1 Transmission Fluid: VALVOLINE CVT FLUID OR EQUAL

Must be formulated with premium synthetic base stocks, long-life friction modifiers, special anti-wear additives and shear stable viscosity modifiers. Recommended for use in most belt and chain-driven continuously variable transmissions that will not void vehicle warranties. Must be specified for use meeting Chrysler's specification or equal.

Minimum viscosity @ 100°C, cSt must be 7.2.

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 the Contract Items meeting the required specifications for the lowest grand total cost as shown on the Pricing Pages for the most complete bid. This contract will not be a split award.

4.2 Pricing Pages: Vendors should complete the Pricing Pages in their entirety as failure to do so may result in the Vendor's bid being disqualified. Vendors are **strongly encouraged** to complete the Pricing Pages electronically in Microsoft Excel. **(PLEASE REFER TO EXHIBIT B IF RESPONDING THROUGH THE ONLINE VENDOR SELF SERVICE)** Doing so will reduce the number of calculations required and the possibility for calculation errors as explained below:

4.2.1. Information Requested. Vendor should complete the Pricing Pages by filling in any blank spaces with the information requested. The information requested on the Pricing Pages for each frequently purchased Contract Item includes the Vendor's Contract Item manufacturer, the brand bid, Unit Price per the Unit of measure provided, the Extended Price and the total costs for each Sections specified. The Vendor should also include the Grand Total Cost, and the Contract Manager's contact information. Vendor should complete all columns as failure to complete the Pricing Pages in their entirety may result in Vendor's bid being disqualified.

4.2.2. Pricing Page Calculations. Vendor should complete the Pricing Pages by providing in Column 4 the Manufacturer's Name, completing Column 5 with the Brand Bid and entering the Unit Price in Column 7 and also entering the Extended Price in Column 9. The pricing pages have two sections. Section 1 is for truck loads and section 2 is for less than truckloads (LTL). If Vendor completes the Pricing Pages electronically using the Microsoft Excel version from the Purchasing division, these calculations will be automatically completed.

Totals for Section 1 & 2 should be entered in the sections on the last page of the pricing pages, and totaled to create a grand total. Vendor should also complete the section under grand total stating the number of days for delivery, location of warehouse shipment can be made from and completing the vendor information section, along with providing a signature and date of their bid.

Any charges for Superfund Tax must be included in the contract item price.

- a. **Unit Price** – The Unit Price is the price provided by Vendor per unit of measure specified on the pricing page for calculation purposes only.

Example: Unit price of a pint (pt). of motor oil will be \$1.50.

- b. **Unit of Measure (for calculations purposes only)** – The minimum possible Unit of Measure for an item provided in the pricing page for use in the price calculations. (Ex. oz., qt., gal.)

- c. **Extended Price** – The Extended Price is calculated by multiplying the estimated quantity by the Unit Price.

Example: An estimated quantity of 1800 pt. motor oil multiplied by a Unit Price of \$1.50 per pt. equals a \$2,700.00 extended price for that item.

- d. **Total (Truck Load/less than a Truck Load)** – The total bid cost is calculated by adding the extended price for every item listed on the pricing page.

Example: Item extended prices of \$2,700.00 and \$ 3,600.00 would equal to a Total of \$ 6,300.00 (assuming that the Pricing Page contained only two items).

- e. **Grand Total** – The Grand Total is calculated by adding the Total of Section 1 (Total Truck Load) and Section 2 (Total of Less than Truck Load).

Example: Total Truck Load of \$6,300.00 and Total Less than Truck Load of \$ 4,000.00 would equal to a Grand Total of \$ 10,300.00.

4.2.3. Estimated Quantities Only. The Pricing Pages contain a list of frequently purchased items and estimated quantity that will be purchased. The estimated quantity 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.

4.2.4. Corrections of Errors. Notwithstanding the foregoing, the Purchasing Division may correct errors at its discretion. Vendor should type or electronically enter the information into the Pricing Pages to prevent errors in the evaluation.

4.2.5. Electronic Version. The Pricing Pages were created as a Microsoft Excel document and Vendor can request an electronic copy for bid purposes by sending an email request to the following address: [evelyn.p.melton@wv.gov]

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders by regular mail, facsimile, e-mail, or any other written forms 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. Any on-line ordering system must have the capability to restrict prices and available items to conform to the Contract Items provided with this RFQ. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

Spending units shall process release orders through WVOASIS system using Agency delegated release orders (APO). Spending units shall keep documentation for audit and annual usage reports purposes.

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.

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.

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/Requirement: Bidders should enter the number of days required for delivery after receipt of an order (ARO) on the pricing page for standard delivery and emergency deliveries. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

All drums furnished shall be labeled as required by OSHA for hazardous materials. Material Safety Data Sheets (MSDS) shall be furnished in accordance with 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-returnable pallet.

Drum Deposit : Where a drum deposit is required for shipping a product in a returnable drum, the amount shall be shown as a separate item on the invoice and the full amount shall be refundable or credited to the Agency upon return.

Returnable drums may be returned by the contractor picking up the drums with his own truck or by the state shipping them to the Vendor where transportation is charged collect.

- 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 price 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.

- 6.4 Quality Assurance/Return of Unacceptable Items:** The State of West Virginia reserves the right to conduct test, require samples or require test results to ensure compliance with the requirements of this contract.

All products delivered shall be furnished as specified and shall be packaged in accordance with the best commercial practices. All shipping containers shall be marked to show the brand name and description of the products.

Agency shall inspect for proper identification of products, damages or leakage and

other irregularities. 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.

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 Vendor shall be required to replace all containers of the product of the same batch number as a failed sample.

- 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. MISCELLANEOUS:

- 7.1 Warranty/Manuals:** The Vendor warrants under the penalty for fraud, that any products furnished shall be of the grade and quality required in this specification.

The Vendor shall provide technical information concerning the use of products when requested by the Agency.

- 7.2 Certifications/Samples:** Each Vendor should provide nationally published certifiable literature and/or certification from an independent laboratory that contract items passed the ASTM requirements described herein. Vendors shall be responsible for the cost of the independent laboratory testing.

The successful Vendor may be required to furnish a sample of any or all oil bid submitted for test purposes prior to award.

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

- 7.4 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.

- 7.5 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.

- 7.6 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: Wayne HANIS
Vendor's Address: P.O. BOX 685
SPENCER WV 25276
Telephone Number: 304-927-2470
Fax Number: 304-927-4972
Email Address: mail@hannisil.com

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained 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.

HARRIS OIL CO. INC.
(Company)

George HARRIS President
(Authorized Signature) (Representative Name, Title)

Ph 304-927-2470 / Fax 304-927-4972 1/20/15
(Phone Number) (Fax Number) (Date)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: SCW1500000010

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 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 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.

HARRIS OIL CO. INC.

Company

Quinn Harris

Authorized Signature

1/20/15

Date

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

RFQ No. OIL15STATE OF WEST VIRGINIA
Purchasing Division**PURCHASING AFFIDAVIT**

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:Vendor's Name: HAM'S OIL CO. INC.Authorized Signature: [Signature] Date: 1/20/15State of WVCounty of Roane, to-wit:Taken, subscribed, and sworn to before me this 20 day of January, 2015.My Commission expires March 14, 2018.**AFFIX SEAL HERE**NOTARY PUBLIC [Signature]

Purchasing Affidavit (Revised 07/01/2012)

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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**
☐ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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: Harris Oil Co. Inc.

Signed: Wayne Harris

Date: 1/20/15

Title: President

EXHIBIT A

OIL15 - PRICING PAGE

SECTION 1 - TRUCK LOAD

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
ITEM	DESCRIPTION	PREFERRED SIZE/WT (for information use only and not to be used for calculations)	MANUFACTURER	BRAND BID	ESTIMATED QUANTITY	UNIT PRICE TRUCK LOAD	Unit of Measure (For calculation purposes only)	EXTENDED PRICE TRUCK LOAD
1	Motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil) - API TC or equal	8 oz.	PENNZOIL	2-CYCLE AIR-COOLED 8 OZ	1800	\$ 0.16	1 oz.	\$ 288.00
2	Motor oil for lubricating 2 cycle engines (outboard motor oil) - API TC-W3 or equal	1 qt.	SHELL	NAUTILUS 2-CYCLE OUTBOARD	1300	\$ 3.51	1 qt.	\$ 4,563.00
3	Motor oil for all diesel and gasoline engine service SAE30 - CF-4, CF-2 CF/SJ	1 qt.	QUANTUM	HD FLEET MOTOR OIL SAE 30	3300	\$ 2.43	1 qt.	\$ 8,019.00
4	Motor oil for all diesel and gasoline engine service SAE15W40 - CI-4 CF/SJ CJ-4, CI-4 PLUS, CH-4, CG-4	1 qt.	QUANTUM	HYPERION ULTRA 15W40	150,000	\$ 2.75	1 qt.	\$ 412,500.00
5	Motor oil for all diesel and gasoline engine service SAE15W40 - CI-4 PLUS, CH-4, CG-4, CF-4/SL, SM	55 gal.	QUANTUM	HYPERION ULTRA 15W40	1320	\$ 9.25	1 gal.	\$ 12,210.00
6	Motor oil for all diesel and gasoline engine service SAE15W40 - BULK CJ-4, CI-4 PLUS, CH-4, CG-4, CF-4/SL, SM	BULK 6,000 gallon	QUANTUM	HYPERION ULTRA 15W40	6000	\$ 6.15	1 gal.	\$ 36,900.00
7	Motor oil for all diesel and gasoline engine service SAE10 - CF/SL CAT TO-2, ALLISON C-4 or equal	5 gallon	SHELL	ROTELLA T-1 10	2400	\$ 10.25	1 gal.	\$ 24,600.00
8	Motor oil for all diesel and gasoline engine service SAE10 - CF/SL CAT TO-2, ALLISON C-4 or equal	55 gal.	SHELL	ROTELLA T-1 10	55	\$ 10.25	1 gal.	\$ 563.75
9	Motor oil for all diesel and gasoline engine service 5W20 - CF/SL SM, SJ, ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 5W20	5000	\$ 2.28	1 qt.	\$ 11,400.00
10	Motor oil for all diesel and gasoline engine service 5W30 - CF/SL ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 5W30	10000	\$ 2.28	1 qt.	\$ 22,800.00
11	Motor oil for all diesel and gasoline engine service 5W30 - CF/SL SM, SJ, ILSAC GF-4	55 gal.	QUANTUM	X-5 MAX-BLEND 5W30	550	\$ 8.74	1 gal.	\$ 4,807.00
12	Motor oil for all diesel and gasoline engine service 10W30 - CF/SL SM, SJ, ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 10W30	58000	\$ 2.28	1 qt.	\$ 132,240.00
13	Motor oil for all diesel and gasoline engine service 10W40 - CF/SL	1 qt.	QUANTUM	X-4 SUPREME 10W40	500	\$ 2.40	1 qt.	\$ 1,200.00
14	Motor oil for all diesel and gasoline engine service 20W50 - CF/SL	1 qt.	QUANTUM	X-4 SUPREME 20W50	500	\$ 2.40	1 qt.	\$ 1,200.00
15	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	35 lb.	QUANTUM	MP GEAR LUBE 80W90	280	\$ 1.53	1 lb.	\$ 428.40
16	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	120 lb.	QUANTUM	MP GEAR LUBE 80W90	3360	\$ 1.63	1 lb.	\$ 5,476.80
17	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J or equal	120 lb.	QUANTUM	MP GEAR LUBE 85W140	720	\$ 1.53	1 lb.	\$ 1,101.60
18	Extreme pressure gear lubricant - mineral gear lube 90 gl-1	35 lb.	SHELL	DENTAX 80W90	385	\$ 2.00	1 lb.	\$ 770.00
19	Powertranz EW 50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816 or equal	35 lb.	QUANTUM	HYPERION SYN TRANS CD50	350	\$ 3.02	1 lb.	\$ 1,057.00
20	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2 oz. tubes	QUANTUM	HYPERION RED PREMIUM	2500	\$ 2.00	1 oz.	\$ 5,000.00
21	Wheel bearing and chassis grease summer weight NLGI #2	35 lb.	QUANTUM	HYPERION RED PREMIUM	245	\$ 2.00	1 lb.	\$ 490.00
22	Wheel bearing and chassis grease summer weight NLGI #2	120 lb.	QUANTUM	HYPERION RED PREMIUM	1200	\$ 2.10	1 lb.	\$ 2,520.00
23	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2 oz. tubes	SHELL	GADUS S3V 460D2	120	\$ 2.93	1 oz.	\$ 351.60
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb.	QUANTUM	MOLYCAT GREASE EP2	200	\$ 2.49	1 lb.	\$ 498.00
25	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb.	QUANTUM	MOLYCAT GREASE EP2	240	\$ 2.53	1 lb.	\$ 607.20

EXHIBIT A

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26	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal.	SHELL	TELLUS S2V22	45	\$ 12.44	1 gal.	\$ 559.80
27	Hydraulic oil-light weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 32	45	\$ 7.60	1 gal.	\$ 342.00
28	Hydraulic oil-light weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 32	24200	\$ 7.40	1 gal.	\$ 179,080.00
29	Hydraulic oil-medium weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 46	35	\$ 7.60	1 gal.	\$ 266.00
30	Hydraulic oil-medium weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 46	11000	\$ 7.40	1 gal.	\$ 81,400.00
31	Hydraulic oil-heavy weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 68	200	\$ 7.60	1 gal.	\$ 1,520.00
32	Hydraulic oil-heavy weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 68	880	\$ 7.40	1 gal.	\$ 6,512.00
33	Transmission fluid - Multi Vehicle ATF	1 qt.	QUANTUM	T-3 ATF	22000	\$ 2.36	1 qt.	\$ 51,920.00
34	Transmission fluid - Multi Vehicle ATF	55 gal.	QUANTUM	T-3 ATF	495	\$ 8.76	1 gal.	\$ 4,336.20
35	Transmission fluid - TO - 4 fluid	5 gal.	QUANTUM	HYPERION TO-4 FLUID	350	\$ 10.97	1 gal.	\$ 3,839.50
36	Transmission fluid - TO - 4 fluid	55 gal.	QUANTUM	HYPERION TO-4 FLUID	605	\$ 10.04	1 gal.	\$ 6,074.20
37	Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3 ATF+4 or equal	1 qt.	QUANTUM	TS GLOBAL SYN TRANS FLUID	1000	\$ 3.25	1 qt.	\$ 3,250.00
38	Combination fluid, combination hydraulic	5 gal.	QUANTUM	HYPERION UNIV TRACTOR HYD	250	\$ 7.95	1 gal.	\$ 1,987.50
39	Combination fluid, combination hydraulic	55 gal.	QUANTUM	HYPERION UNIV TRACTOR HYD	20900	\$ 7.95	1 gal.	\$ 166,155.00
40	Railroad diesel engine oil - must be a generation 4 oil as designated by (LOMA) EMD approved, (LOMA) generation 4 SAE40	55 gal.	SHELL	CAPRINUS XR 40	880	\$ 12.01	1 gal.	\$ 10,568.80
41	Synthetic motor oil for gasoline and diesel engines SAE 5W40 - CF/SL, SAE 10W30 - CF/SL, SAE 5W40 - CJ-4, CH-4/SL	1 qt.	SHELL	ROTELLA T6 5W40	100	\$ 5.97	1 qt.	\$ 597.00
42	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS or equal	35 lb.	QUANTUM	FULL SYN PREM 75W90	700	\$ 3.02	1 lb.	\$ 2,114.00
43	Synthesized multipurpose gear lubricant 80W140 DANA SHADES 256, ARVIN MERITOR O-76, MACK GO-J or equal	35 lb.	QUANTUM	FULL SYN PREM 80W140	140	\$ 3.23	1 lb.	\$ 452.20
44	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS or equal	120 lb.	QUANTUM	FULL SYN PREM 75W90	120	\$ 3.28	1 lb.	\$ 393.60
45	Limited slip gear lubricant 80W90 GL-5	35 lb.	QUANTUM	MP GEAR LUBE 80W90	770	\$ 1.53	1 lb.	\$ 1,178.10
46	Limited slip gear lubricant 80W90 GL-5	120 lb.	QUANTUM	MP GEAR LUBE 80W90	1080	\$ 1.63	1 lb.	\$ 1,760.40
47	Motor oil for all diesel and gasoline engine service CF/SL, SM, ILSAC GF-4	55 gal.	QUANTUM	X-S MAX BLEND 5W20	1300	\$ 8.74	1 gal.	\$ 11,362.00
48	Transmission fluid - Dexron -VI-ATF or equal	1 qt.	PENNZOIL	DEXRON VI	120	\$ 5.18	1 qt.	\$ 621.60
49	TES - 295 Alison TES Fluid or equal	1 qt.	QUANTUM	HYPERION SYNHD-5 GAL/PER GAL	30	\$ 15.45	1 qt.	\$ 463.50
50	Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	5 gal	QUANTUM	HYPERION UNIV TRACTOR HYD	150	\$ 7.95	1 gal.	\$ 1,192.50
51	Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	55 gal	QUANTUM	HYPERION UNIV TRACTOR HYD	8,250	\$ 7.95	1 gal.	\$ 65,587.50
52	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	5 gal	QUANTUM	HYPERION TO-4 FLUID	120	\$ 10.97	1 gal.	\$ 1,316.40
53	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	55 gal	QUANTUM	HYPERION TO-4 FLUID	6,600	\$ 10.04	1 gal.	\$ 66,264.00
54	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 qt.	PENNZOIL	PLATINUM LV MVATF	30	\$ 4.52	1 qt.	\$ 135.60

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55	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 gal	PENNZOIL	PLATINUM LV MVATF	120	\$ 16.21	1 gal.	\$ 1,945.20
56	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 qt.	PENNZOIL	PLATINUM CVT-2	30	\$ 6.36	1 qt.	\$ 190.80
57	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 gal	NOT AVAILABLE	NOT AVAILABLE	120	\$ -	1 gal.	\$ -
58	Deposit & Credit for Returnable 55 Gal. Drum	55 Gallon	NONE	NONE	1	\$ -	each	\$ -
SECTION 1 : TOTAL - TRUCK LOAD							\$ 1,364,976.75	

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SECTION 2 - LESS THAN TRUCK LOAD (LTL)

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
LINE ITEM	DESCRIPTION	PREFERRED SIZE/WT (for information use only and not to be used for calculations)	MANUFACTURER	BRAND BID	ESTIMATED QTY.	UNIT PRICE LESS THAN TRUCK LOAD (LTL)	Unit of Measure (For calculation purposes only)	EXTENDED PRICE LESS THAN TRUCK LOAD (LTL)
1	Motor oil for lubricating 2 cycle engines one pint containers (chain saw motor oil) - API TC or equal	8 oz.	PENNZOIL	2-CYCLE AIR-COOLED 8 OZ	1800	\$ 0.16	1 oz.	\$ 288.00
2	Motor oil for lubricating 2 cycle engines (outboard motor oil) - API TC-W3 or equal	1 qt.	SHELL	NAUTILUS 2-CYCLE OUTBOARD	1300	\$ 3.51	1 qt.	\$ 4,563.00
3	Motor oil for all diesel and gasoline engine service SAE30 - CF-4, CF-2 CF/SJ	1 qt.	QUANTUM	HD FLEET MOTOR OIL SAE 30	3300	\$ 2.43	1 qt.	\$ 8,019.00
4	Motor oil for all diesel and gasoline engine service SAE15W40 - CI-4 CF/SJ CJ-4, CI-4 PLUS, CH-4, CG-4	1 qt.	QUANTUM	HYPERION ULTRA 15W40	150,000	\$ 2.75	1 qt.	\$ 412,500.00
5	Motor oil for all diesel and gasoline engine service SAE15W40 - CI-4, CI-4 PLUS, CH-4, CG-4, CF-4/SL, SM	55 gal.	QUANTUM	HYPERION ULTRA 15W40	1320	\$ 9.25	1 gal.	\$ 12,210.00
6	Motor oil for all diesel and gasoline engine service SAE15W40 - BULK CJ-4, CI-4PLUS, CH-4, CG4, CF-4/SL, SM	BULK 6,000 gallon	QUANTUM	HYPERION ULTRA 15W40	6000	\$ 6.15	1 gal.	\$ 36,900.00
7	Motor oil for all diesel and gasoline engine service SAE10 - CF/SL CAT TO-2, ALLISON C-4 or equal	5 gallon	SHELL	ROTELLA T-1 10	2400	\$ 10.25	1 gal.	\$ 24,600.00
8	Motor oil for all diesel and gasoline engine service SAE10 - CF/SL CAT TO-2, ALLISON C-4 or equal	55 gal.	SHELL	ROTELLA T-1 10	55	\$ 10.25	1 gal.	\$ 563.75
9	Motor oil for all diesel and gasoline engine service 5W20 - CF/SL SM, SJ, ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 5W20	5000	\$ 2.28	1 qt.	\$ 11,400.00
10	Motor oil for all diesel and gasoline engine service 5W30 - CF/SL ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 5W20	10000	\$ 2.28	1 qt.	\$ 22,800.00
11	Motor oil for all diesel and gasoline engine service 5W30 - CF/SL SM, SJ, ILSAC GF-4	55 gal.	QUANTUM	X-5 MAX-BLEND 5W20	550	\$ 8.74	1 gal.	\$ 4,807.00
12	Motor oil for all diesel and gasoline engine service 10W30 - CF/SL SM, SJ, ILSAC GF-4	1 qt.	QUANTUM	X-5 MAX-BLEND 5W20	58000	\$ 2.28	1 qt.	\$ 132,240.00
13	Motor oil for all diesel and gasoline engine service 10W40 - CF/SL	1 qt.	QUANTUM	X-4 SUPREME 10W40	500	\$ 2.40	1 qt.	\$ 1,200.00
14	Motor oil for all diesel and gasoline engine service 20W50 - CF/SL	1 qt.	QUANTUM	X-4 SUPREME 20W50	500	\$ 2.40	1 qt.	\$ 1,200.00
15	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	35 lb.	QUANTUM	MP GEAR LUBE 80W90	280	\$ 1.53	1 lb.	\$ 428.40
16	Extreme pressure gear lubricant 80W90 GL-5, MT-1, MACK GO-J or equal	120 lb.	QUANTUM	MP GEAR LUBE 80W90	3360	\$ 1.63	1 lb.	\$ 5,476.80
17	Extreme pressure gear lubricant 85W140 GL-5, MT-1, MACK GO-J or equal	120 lb.	QUANTUM	MP GEAR LUBE 85 W 140	720	\$ 1.53	1 lb.	\$ 1,101.60
18	Extreme pressure gear lubricant - mineral gear lube 90 gl-1	35 lb.	SHELL	DENTAX	385	\$ 2.00	1 lb.	\$ 770.00
19	Powertranz EW 50 EATON PS-164, R7 MACK GO-A PLUS NAVISTAR TMS 6816 or equal	35 lb.	QUANTUM	HYPERION SYN TRANS CD50	350	\$ 3.02	1 lb.	\$ 1,057.00
20	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2 oz. tubes	QUANTUM	HYPERION RED PREMIUM	2500	\$ 2.00	1 oz.	\$ 5,000.00
21	Wheel bearing and chassis grease summer weight NLGI #2	35 lb.	QUANTUM	HYPERION RED PREMIUM	245	\$ 2.00	1 lb.	\$ 490.00
22	Wheel bearing and chassis grease summer weight NLGI #2	120 lb.	QUANTUM	HYPERION RED PREMIUM	1200	\$ 2.10	1 lb.	\$ 2,520.00
23	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2 oz. tubes	SHELL	GADUS S3V 460D2	120	\$ 2.93	1 oz.	\$ 351.60
24	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb.	QUANTUM	MOLYCAT GREASE EP2	200	\$ 2.49	1 lb.	\$ 498.00

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25	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb.	QUANTUM	MOLYCAT GREASE EP2	240	\$ 2.53	1 lb.	\$ 607.20
26	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal.	SHELL	TELLUS S2V22	45	\$ 12.44	1 gal.	\$ 559.80
27	Hydraulic oil-light weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 32	45	\$ 7.60	1 gal.	\$ 342.00
28	Hydraulic oil-light weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 32	24200	\$ 7.40	1 gal.	\$ 179,080.00
29	Hydraulic oil-medium weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 46	35	\$ 7.60	1 gal.	\$ 266.00
30	Hydraulic oil-medium weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 46	11000	\$ 7.40	1 gal.	\$ 81,400.00
31	Hydraulic oil-heavy weight	5 gal.	QUANTUM	HYPERION 6000 AW ISO 68	200	\$ 7.60	1 gal.	\$ 1,520.00
32	Hydraulic oil-heavy weight	55 gal.	QUANTUM	HYPERION 6000 AW ISO 68	880	\$ 7.40	1 gal.	\$ 6,512.00
33	Transmission fluid - Multi Vehicle ATF	1 qt.	QUANTUM	T-3 ATF	22000	\$ 2.36	1 qt.	\$ 51,920.00
34	Transmission fluid - Multi Vehicle ATF	55 gal.	QUANTUM	T-3 ATF	495	\$ 8.76	1 gal.	\$ 4,336.20
35	Transmission fluid - TO - 4 fluid	5 gal.	QUANTUM	HYPERION TO-4 FLUID	350	\$ 10.97	1 gal.	\$ 3,839.50
36	Transmission fluid - TO - 4 fluid	55 gal.	QUANTUM	HYPERION TO-4 FLUID	605	\$ 10.04	1 gal.	\$ 6,074.20
37	Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3 ATF+4 or equal	1 qt.	QUANTUM	TS GLOBAL SYN TRANS FLUID	1000	\$ 3.25	1 qt.	\$ 3,250.00
38	Combination fluid, combination hydraulic	5 gal.	QUANTUM	HYPERION UNIV TRACTOR HYD	250	\$ 7.95	1 gal.	\$ 1,987.50
39	Combination fluid, combination hydraulic	55 gal.	QUANTUM	HYPERION UNIV TRACTOR HYD	20900	\$ 7.95	1 gal.	\$ 166,155.00
40	Railroad diesel engine oil must be a generation 4 oil as designated by (LOMA) EMD approved	55 gal.	SHELL	CAPRINUS XR 40	880	\$ 12.01	1 gal.	\$ 10,568.80
41	Synthetic motor oil for gasoline and diesel engines SAE 5W40 - CF/SL, SAE 10W30 - CF/SL, SAE 5W40 - CJ-4, CH-4/SL	1 qt.	SHELL	ROTELLA T6 5W40	100	\$ 5.97	1 qt.	\$ 597.00
42	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV. C, EATON E500, MACK GO J PLUS or equal	35 lb.	QUANTUM	FULL SYN PREM 75W90	700	\$ 3.02	1 lb.	\$ 2,114.00
43	Synthesized multipurpose gear lubricant 80W140 DANA SHADES 256, ARVIN MERITOR O-76, MACK GO -J or equal	35 lb.	QUANTUM	FULL SYN PREM 80W140	140	\$ 3.23	1 lb.	\$ 452.20
44	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO-J PLUS or equal	120 lb.	QUANTUM	FULL SYN PREM 75W90	120	\$ 3.28	1 lb.	\$ 393.60
45	Limited slip gear lubricant 80W90 GL-5	35 lb.	QUANTUM	MP GEAR LUBE 80W90	770	\$ 1.53	1 lb.	\$ 1,178.10
46	Limited slip gear lubricant 80W90 GL-5	120 lb.	QUANTUM	MP GEAR LUBE 80W90	1080	\$ 1.63	1 lb.	\$ 1,760.40
47	Motor oil for all diesel and gasoline engine service CF/SL , SM, ILSAC GF-4	55 gal.	QUANTUM	X-5 MAX-BLEND 5W20	1300	\$ 8.74	1 gal.	\$ 11,362.00
48	Transmission fluid - Dexron -VI-ATF or equal	1 qt.	PENNZOIL	DEXRON VI	120	\$ 5.18	1 qt.	\$ 621.60
49	TES - 295 Alison TES Fluid	1 qt.	QUANTUM	HYPERION SYNHD-5 GAL/PER GAL	30	\$ 15.45	1 qt.	\$ 463.50
50	Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	5 gal	QUANTUM	HYPERION UNIV TRACTOR HYD	150	\$ 7.95	1 gal.	\$ 1,192.50
51	Hydraulic/Transmission Oil: HY-GARD Transmission Oil or equal	55 gal	QUANTUM	HYPERION UNIV TRACTOR HYD	8,250	\$ 7.95	1 gal.	\$ 65,587.50
52	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	5 gal	QUANTUM	HYPERION TO-4 FLUID	120	\$ 10.97	1 gal.	\$ 1,316.40
53	Hydraulic Oil - CAT HYDO ADVANCED 10 or equal	55 gal	QUANTUM	HYPERION TO-4 FLUID	6,600	\$ 10.04	1 gal.	\$ 66,264.00

EXHIBIT A
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54	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 qt.	PENNZOIL	PLATINUM LV MVATF	30	\$ 4.52	1 qt.	\$ 135.60
55	Automatic Transmission Fluid - MOTORCRAFT MERCON LV or equal	1 gal	PENNZOIL	PLATINUM LV MVATF	120	\$ 16.21	1 gal.	\$ 1,945.20
56	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 qt.	PENNZOIL	PLATINUM CVT-2	30	\$ 6.36	1 qt.	\$ 190.80
57	Transmission Fluid - VALVOLINE CVT FLUID or equal	1 gal	NOT AVAILABLE	NOT AVAILABLE	120	\$ -	1 gal.	\$ -
50	Deposit & Credit for Returnable 55 Gal. Drum	55 Gallon	NONE	NONE	1		each	\$ -
SECTION2: TOTAL - LESS THAN TRUCK LOAD (LTL)							\$ 1,364,976.75	

EXHIBIT A

OIL15 - PRICING PAGE

Vendor Contract Manager's Name: Wayne Harris
 Vendor Name: HARRIS OIL CO. INC.
 Address: 330 OAK DRIVE
SPENCER, WV 25276
 Authorized Signature: Wayne Harris
 Date: 1/20/15
 Phone: 304-927-2470
 Fax: 304-927-4972
 Email: mail@harrisoil.com

IF RESPONDING IN WVOASIS VSS,
 PLEASE ENTER THIS AMOUNT AS YOUR
 UNIT PRICE ----->

TOTAL: SECTION 1 - TRUCK LOAD	\$	1,364,976.75
TOTAL: SECTION 2 - LESS THAN TRUCK LOAD (LTL)	\$	1,364,976.75
GRAND TOTAL:	\$	2,729,953.50

STANDARD DELIVERY AFTER RECEIPT OF ORDER (ARO)	DAYS	5
EMERGENCY DELIVERY AFTER RECEIPT OF ORDER (ARO)	DAYS	3

LOCATION OF WAREHOUSE FROM WHICH SHIPMENT CAN BE MADE FROM:

HARRIS OIL COMPANY, INC.

330 OAK DRIVE

SPENCER, WV 25276