



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

Request for Quotation

RFQ NUMBER
OIL08

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/15/2008				

BID OPENING DATE: 06/17/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
<p>THE PURCHASING DIVISION IS SOLICITING BID FOR OIL, LUBRICANTS AND GREASES FOR ALL WEST VIRGINIA STATE AGENCIES AND POLITICAL SUBDIVISIONS WITHIN THE STATE. BIDS SHALL MEET THE ATTACHED GENERAL AND LINE SPECIFICATIONS.</p> <p>VENDORS SHALL USE THE ATTACHED "PRICING PAGE -OIL08" TO ENTER THEIR QUOTATION FOR EACH ITEM. AN ELECTRONIC VERISON OF OIL08 PRICING PAGES CAN BE FOUND AT: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/NEWBUL.HTM BIDDERS ARE REQUESTED THAT IN ADDITION TO THE REQUIRED PAPER BID THAT AN ELECTRONIC VERSION BE SUBMITTED WITH THEIR BID. VENDORS SHALL NOT E-MAIL THE ELECTRONIC COPY. IN THE EVENT THE PAPER BID AND THE ELECTRONIC BID COPY DO NOT MATCH, THE PAPER BID SHALL PREVAIL.</p> <p>ALL PRICES SHALL BE F.O.B. DESTINATION - SHIPPING PREPAID AND INCLUDED IN THE VENDOR PRICE SHOWN. PLEASE COMPLETE ALL INFORMATION REQUESTED ON THE OIL08 PRICING PAGES: LOCATION OF WAREHOUSES FROM WHICH SHIPMENTS MAY BE MADE; CONTRACT COORDINATOR NAME, TELEPHONE NUMBER, IF AVAILABLE LIST TOLL FREE NUMBER; FAX NUMBER AND E-MAIL.</p> <p>BIDDERS SHOULD ENTER THE NUMBER OF DAYS REQUIRED FOR DELIVERY AFTER RECEIPT OF ORDER (ARO). BIDDERS SHOULD ADD THEIR COMPANY NAME TO EACH PAGE; THE NAME, SIGNATURE, TITLE AND DATE ON THE LAST SHEET OF THE PRICING PAGE FORM SHOULD BE COMPLETED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>***** INQUIRIES</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON FRIDAY, MAY 30, 2008. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>JO ANN ADKINS DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305 FAX: 304-558-4115 E-MAIL: JO.A.ADKINS@WV.GOV</p> <p>IT IS THE VENDOR'S RESPONSIBILITY TO VERIFY QUESTIONS HAVE BEEN RECEIVED. QUESTIONS RECEIVED WILL BE ANSWERED VIA AN ADDENDUM.</p> <p>ANY CHARGES FOR SUPERFUND TAX MUST BE INCLUDED IN THE ITEM BID PRICE.</p>						
0001	1	LS		405-39		
				LUBRICANTS, OIL AND GREASES		

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<p>PRICES ARE PER THE ATTACHED "PRICING PAGE - OIL08" FOUR (4) PAGES.</p> <p>ALL ORDERS THAT TOTAL \$100.00 OR MORE MUST BE SHIPPED F.O.B. DESTINATION. ORDERS LESS THAN \$100.00 MAY BE OBTAINED BY THE AGENCY USING ALTERNATE PROCUREMENT METHODS. IF THE AGENCY CHOOSES TO ORDER LESS THAN \$100.00 ANY TRANSPORTATION COSTS WILL BE INVOICED AS A SEPARATE CHARGE WITH THE ORIGINAL FREIGHT BILL ATTACHED TO THE INVOICE.</p> <p>THIS CONTRACT COVERS CASE LOTS, TRAILER LOAD PRICES AND BULK DELIVERY TO ANY LOCATION WITHIN WEST VIRGINIA. A TRAILER LOAD NORMALLY WILL BE BETWEEN 40,000 AND 45,000 POUNDS. TRAILER LOAD SHIPMENTS TO NOT NECESSARILY HAVE TO BE ONE PRODUCT. A COMBINATION OF ANY AND ALL PRODUCTS MAY BE ORDERED TO MEET THE TRAILER LOAD PRICE.</p> <p>CONTRACT AWARD: THIS CONTRACT WILL NOT BE SPLIT. THE AWARD WILL BE MADE TO THE VENDOR WITH THE LOW BID FOR ALL ITEMS SHOWN, UNIT PRICE LESS THAN TRUCKLOAD, AND BULK PRICES.</p> <p>DELIVERY: PRODUCT WILL BE DELIVERED WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF ORDER.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE</p>						

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<p>TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY</p>						

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<p>ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>EXHIBIT 6</p> <p>PRICE ADJUSTMENT PROVISION: THE STATE OF WEST VIRGINIA WILL CONSIDER BIDS THAT CONTAIN PROVISIONS FOR PRICE ADJUSTMENTS PRIOR TO THE ORIGINAL EXPIRATION OF THE CONTRACT, PROVIDED THAT SUCH PRICE ADJUSTMENT COVERS BOTH UPWARD AND DOWNWARD MOVEMENT OF THE COMMODITY PRICE, AND THAT ADJUSTMENT IS BASED ON THE "PASS THROUGH" INCREASE OR DECREASE OF RAW MATERIALS AND/OR LABOR, WHICH MAKE UP ALL OR A</p>						

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<p>SUBSTANTIAL PART OF A PRODUCT. ADJUSTMENTS ARE TO BE BASED UPON AN ACTUAL DOLLAR FIGURE, NOT A PERCENTAGE. ALL PRICE ADJUSTMENT REQUESTS MUST BE SUBSTANTIATED IN A MANNER ACCEPTABLE TO THE DIRECTOR PURCHASING, E.G. GOVERNMENTAL BENCH MARKS, GENERAL MARKET INCREASE, PUBLISHED PRICE LISTS. SUCH REQUESTS FOR ANY INCREASE AT RENEWAL TIME MUST HAVE DOCUMENTATION PROVIDED. IF THE VENDOR REQUESTS A PRICE ADJUSTMENT, THE PURCHASING DIVISION MAY EITHER ACCEPT, AND ISSUE THE CHANGE ORDER (ONLY AT RENEWAL TIME), OR REJECT THE PRICE INCREASE IN ITS ENTIRETY, CHANCEL THE CONTRACT AND REBID THE COMMODITY.</p> <p>IF THE VENDOR CANNOT GUARANTEE A FIRM PRICE FOR THE LIFE OF CONTRACT, HE MUST INDICATE THAT THE BID IS SUBJECT TO PRICE INCREASE REVIEW AT RENEWAL. FAILURE TO CHECK THE ALTERNATE TERMS WILL BIND THE VENDOR TO THE PRICES BID FOR THE LIFE OF THE CONTRACT.</p> <p>ALTERNATE TERMS:</p> <p>(X) THE PRICES ON THIS CONTRACT WILL REMAIN FIRM FOR 120 DAYS AFTER THE EFFECTIVE DATE OF THE CONTRACT. PRICES WILL REMAIN FIRM AFTER EACH PRICE ADJUSTMENT FOR A MINIMUM OF 120 DAYS.</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A LOCAL BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY.</p>						

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<p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() 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</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY I 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</p> <p>() BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE</p>						

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<p>REASON CHECKED:</p> <p>() 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;</p> <p>OR</p> <p>() 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; 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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF</p>						

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<p>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.</p> <p>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 PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: -----</p> <p>DATE: -----</p> <p>SIGNED: -----</p> <p>TITLE: -----</p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B".</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

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	PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130					
	THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:					
	SEALED BID					
	BUYER:		FILE 42			
	RFQ. NO.:		OIL08			
	BID OPENING DATE:		JUNE 17, 2008			
	BID OPENING TIME:		1:30 PM			
	PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:					

	CONTACT PERSON (PLEASE PRINT CLEARLY):					

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***** THIS IS THE END OF RFQ OIL08 ***** TOTAL:						_____

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OIL08

General Specifications

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

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

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

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

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

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

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

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

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

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

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

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

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

SAE J183 – Engine oil performance and engine service classification.

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

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

US Government Printing Office
Superintendent of Documents
Washington, DC

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

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

Warranty:

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

Service and Manuals:

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

Acceptance, inspection and quality assurance:

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

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

Delivery:

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

Drum Deposits:

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

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

Material Safety Data Sheets:

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

Item Specifications:

Items 1&2

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

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

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

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

Items 3 -19, 76

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

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

gasoline engines.

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

Motor oil for all diesel and gasoline engine service:

API Service Categories:

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

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

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

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

Minimum viscosity index for all motor oils shall be 95.

Items 20 – 23

Extreme Pressure Gear Lubricant:

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

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

SAE Viscosity Grades – 80W90 and 85W140

Item 24

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

Item 26, 65, & 66

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

Items 27 – 32

Wheel Bearing and Chassis Grease:

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

Salient Characteristics: (High Dropping Point)

1. NLGI Consistency #1 and #2
2. Rust protection and resistance to oxidation
3. Resistance to water without washout (ASTM D 1264)
4. Leakage resistance (ASTM D 1263)
5. Extreme pressure properties
6. Anti-wear properties
7. Load carrying properties
8. Dropping point (ASTM D2265) of Min. 450 degree F.
9. Worked penetration (ASTM D217)
NLGI #1 310-340
NLGI #2 265-295
10. NLGI - GC/LB

Items 33 – 35

All Purpose Grease (Moly):

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

Salient Characteristics:

1. NLGI Consistency #2
2. Rust protection and resistance to oxidation
3. Resistance to water washout

4. Extreme pressure properties
5. Anti-wear properties
6. Good mechanical stability
7. Low pressure properties
8. Dropping point (ASTM D 2265) of Min. 500 Degree F.
9. 3% Moly (Cat. Reg.)

Items 36 – 42

Hydraulic Oil (Hydraulic Hoist Oil):

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

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

Grades:

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

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

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

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

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

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

Minimum viscosity index for all Hydraulic Oils shall be 95

Light Weight – Cincinnati Milacron Specifications p-68

Medium Weight – Cincinnati Milacron Specifications p-70

Heavy Weight – Cincinnati Milacron Specifications p-69

Items 43 – 44

Transmission Fluid:

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

Items 45-46

TO-4 Fluids

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

Item 47

Transmission Fluid:

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

Items 48 – 49

Combination Fluid:

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

Combination fluid, combination hydraulic, transmission, differential fluid for use in tractors requiring combination fluid. This fluid shall have all the varying characteristics of the following specifications John Deere J20A, Allis Chalmers 257541, Massey Ferguson Permatran III, White Equipment Q-1722, and Ford M2C134A.

Items 50 -51

Compound steam cylinder oil (must meet the requirements for (AGMA)).

Items 52

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

Items 53 -55

Synthetic Motor Oil for Diesel and Gasoline Engines:

API Service Categories

SAE 5W30 – CF/SL

SAE 10W30 – CF/SL

SAE 5W40 – CJ-4

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

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

Items 56 -61

Synthetic Hydraulic Oil:

This product shall be specially blended for service in hydraulic systems using piston, vane, or gear type pumps operating at either high or low pressures.

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.

Item 62 -64

Synthetic Automatic Transmission Fluid:

Synthetic ATF – This fluid shall be suitable for use in any application when ATF is specified.

Items 67 -69

Synthetic Universal Grease:

This grease shall be designated by the manufacturer as suitable for a multi-purpose use in cars, light and heavy duty trucks, and industrial equipment made from lithium complex soap.

Items 70 -73

Synthetic Multipurpose Gear Lubricant:

API Service Category – GL-5

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

SAE Viscosity grades, 75W90 and 80W140

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

Items 74 - 75

Formulated Gear Oil:

API Service Category – GL-5

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

SAE Viscosity grade: 80W90

ITEM 77

Automatic Transmission Fluid meeting GM specification DEXRON-VI.

ITEM 78

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

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

PRICING PAGE - OIL 08

VENDOR:

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	EST. QTY.	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED PRICE LESS THAN TRUCK LOAD
1	Motor oil for lubricating 2 cycle engines 8oz containers API TC (chain saw motor oil)	24/8 oz. Containers			1800	\$ / pt.	\$ / pt.	\$ / pt.
2	Motor oil for lubricating 2 cycle engines API TC-W3 (out board motor oil)	12/1 qt. plastic containers			1300	\$ / qt.	\$ / qt.	\$ / qt.
3	Motor oil for all diesel and gasoline engine service API CF-4, CF-2, CF/SJ SAE30	12/1 qt. plastic containers			3300	\$ / qt.	\$ / qt.	\$ / qt.
4	Motor oil for all diesel and gasoline engine service API CF-4, CF-2, CF/SJ SAE30	55 gal. drum			605	\$ / gal.	\$ / gal.	\$ / gal.
5	Motor oil for all diesel and gasoline engine service API C-4, C-4 PLUS, CH-4, CG-4, CF-4/SL, SM SAE15W40	12/1 qt. plastic containers			150,000	\$ / qt.	\$ / qt.	\$ / qt.
6	Motor oil for all diesel and gasoline engine service API C-4, C-4 PLUS, CH-4, CG-4, CF-4/SL, SM SAE15W40	55 gal. drum			1320 gal	\$ / gal.	\$ / gal.	\$ / gal.
7	Motor oil for all diesel and gasoline engine service API C-4, C-4 PLUS, CH-4, CG-4, CF-4/SL, SM SAE15W40	BULK 6,000 gal. drum			6000 gal	\$ / gal.	\$ / gal.	\$ / gal.
8	Motor oil for all diesel and gasoline engine service API CF-4, CF-2, CF/SJ SAE40	55 gal. drum			550 gal	\$ / gal.	\$ / gal.	\$ / gal.
9	Motor oil for all diesel and gasoline engine service API CF-4, CAT 10-2, ALLISON C-4 SAE10	5 gal. containers			2400 gal	\$ / gal.	\$ / gal.	\$ / gal.
10	Motor oil for all diesel and gasoline engine service API CF-4, CAT 10-2, ALLISON C-4 SAE10	55 gal. Drum			55 gal	\$ / gal.	\$ / gal.	\$ / gal.
11	Motor oil for gasoline engine service SM, SL, SJ, ILSAC, GF-4 5W20	12/1 qt. plastic containers			5000	\$ / qt.	\$ / qt.	\$ / qt.
12	Motor oil for gasoline engine service SM, SL, SJ, ILSAC, GF-4 5W30	API 12/1 qt. plastic containers			10000	\$ / qt.	\$ / qt.	\$ / qt.
13	Motor oil for gasoline engine service API SM, SL, SJ, ILSAC, GF-4 5W30	55 gal. drum			550 gal	\$ / gal.	\$ / gal.	\$ / gal.
14	Motor oil for gasoline engine service API SM, SL, SJ, ILSAC, GF-4 10W30	12/1 qt. plastic containers			58000	\$ / qt.	\$ / qt.	\$ / qt.
15	Motor oil for gasoline engine service API SM, SL, SJ, ILSAC, GF-4 10W30	55 gal. drum			550 gal	\$ / gal.	\$ / gal.	\$ / gal.
16	Motor oil for gasoline engine service API SL, SJ, SH, SG 10W40	12/1 qt. plastic containers			500	\$ / qt.	\$ / qt.	\$ / qt.
17	Motor oil for gasoline engine service API SL, SJ, SH, SG 10W40	55 gal. drum			550 gal	\$ / gal.	\$ / gal.	\$ / gal.
18	Motor oil for gasoline engine service API SL, SJ, SH, SG 20W50	12/1 qt. plastic containers			500	\$ / qt.	\$ / qt.	\$ / qt.
19	Motor oil for gasoline engine service API SL, SJ, SH, SG 20W50	55 gal. drum			550 gal	\$ / gal.	\$ / gal.	\$ / gal.
20	Extreme pressure gear lubricant API GL-5, MT-1, MACK GO-J 80W90	35 lb. containers			280 lb	\$ / lb.	\$ / lb.	\$ / lb.
21	Extreme pressure gear lubricant API GL-5, MT-1, MACK GO-J 85w140	35 lb. containers			700 lb	\$ / lb.	\$ / lb.	\$ / lb.
22	Extreme pressure gear lubricant API GL-5, MT-1, MACK GO-J 80W90	120 lb. containers			3360 lb	\$ / lb.	\$ / lb.	\$ / lb.
23	Extreme pressure gear lubricant API GL-5, MT-1, MACK GO-J 85w140	120 lb. containers			720 lb	\$ / lb.	\$ / lb.	\$ / lb.
24	Extreme pressure gear lubricant API GL-1 mineral gear lube 90	35 lb. containers			385 lb	\$ / lb.	\$ / lb.	\$ / lb.
25	Semifluid 760	35 lb. containers			350 lb	\$ / lb.	\$ / lb.	\$ / lb.

PRICING PAGE - OIL 08

VENDOR:

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	EST. QTY.	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED PRICE LESS THAN TRUCK LOAD
26	Powertrax EW 50 EATON PS-164, R7 MACK TO-A PLUS	35 lb. containers			350 lb	\$ / lb.	\$ / lb.	\$ / lb.
27	NAVISTAR TMS 6816 Wheel bearing and chassis grease winter weight NLGI #1	14 to 14-1/2oz tubes 10 tube/case			1000	\$ / tube	\$ / tube	\$ / tube
28	Wheel bearing and chassis grease winter weight NLGI #1	35 lb. containers			245 lb	\$ / lb.	\$ / lb.	\$ / lb.
29	Wheel bearing and chassis grease summer weight NLGI #1	120 lb. containers			240 lb	\$ / lb.	\$ / lb.	\$ / lb.
30	Wheel bearing and chassis grease summer weight NLGI #2	14 to 14-1/2oz tubes 10 tube/case			2500	\$ / tube	\$ / tube	\$ / tube
31	Wheel bearing and chassis grease summer weight NLGI #2	35 lb. containers			245 lb	\$ / lb.	\$ / lb.	\$ / lb.
32	Wheel bearing and chassis grease summer weight NLGI #2	120 lb. containers			1200 lb	\$ / lb.	\$ / lb.	\$ / lb.
33	All purpose grease (3% molly) water and heat resistant grease NGLI #2	14 to 14-1/2oz tubes 10 tube/case			120	\$ / tube	\$ / tube	\$ / tube
34	All purpose grease (3% molly) water and heat resistant grease NGLI #2	35 lb. containers			200 lb	\$ / lb.	\$ / lb.	\$ / lb.
35	All purpose grease (3% molly) water and heat resistant grease NGLI #2	120 lb. containers			240 lb	\$ / lb.	\$ / lb.	\$ / lb.
36	Hydraulic oil-light weight RO22 Turbine/Circulating Oil	5 gal. container			45 gal	\$ / gal.	\$ / gal.	\$ / gal.
37	Hydraulic oil-light weight	5 gal. container			45 gal	\$ / gal.	\$ / gal.	\$ / gal.
38	Hydraulic oil-light weight	55 gal. drum			24200 gal	\$ / gal.	\$ / gal.	\$ / gal.
39	Hydraulic oil-medium weight	5 gal. container			35 gal	\$ / gal.	\$ / gal.	\$ / gal.
40	Hydraulic oil-medium weight	55 gal. drum			11000 gal	\$ / gal.	\$ / gal.	\$ / gal.
41	Hydraulic oil-heavy weight	5 gal. container			200 gal	\$ / gal.	\$ / gal.	\$ / gal.
42	Hydraulic oil-heavy weight	55 gal. drum			880 gal	\$ / gal.	\$ / gal.	\$ / gal.
43	Transmission fluid - DEXRON III, MERCON ATF	12/1 qt. plastic containers			22000	\$ / qt.	\$ / qt.	\$ / qt.
44	Transmission fluid - DEXRON III, MERCON ATF	55 gal. drum			495 gal	\$ / gal.	\$ / gal.	\$ / gal.
45	Transmission fluid - TO - 4 fluid	5 gal. container			350 gal	\$ / gal.	\$ / gal.	\$ / gal.
46	Transmission fluid - TO - 4 fluid Automatic Transmission Fluid Multi-Vehicle ATF API DEXRON III, MERCON, MERCON V, ATF+3, ATF+4	55 gal. drum			605 gal	\$ / gal.	\$ / gal.	\$ / gal.
47	Combination fluid, combination hydraulic	12/1 qt. plastic containers			1000	\$ / qt.	\$ / qt.	\$ / qt.
48	Combination fluid, combination hydraulic	5 gal. container			250 gal	\$ / gal.	\$ / gal.	\$ / gal.
49	Combination fluid, combination hydraulic	55 gal. drum			20900 gal	\$ / gal.	\$ / gal.	\$ / gal.
50	Compounded steam cylinder oil (must meet the requirements for (AGMA))	55 gal. drum (AGMA 8 grade 165)			1100 gal	\$ / gal.	\$ / gal.	\$ / gal.

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VENDOR:

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFR	BRAND BID	EST. QTY.	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED PRICE LESS THAN TRUCK LOAD
51	Compounded steam cylinder oil (must meet the requirements for (AGMA))	55 gal. drum (AGMA 8 grade 200)			550 gal	\$ / gal.	\$ / gal.	\$ / gal.
52	Railroad diesel engine oil must be a generation 4 oil as designated by (LOMA) EMD approved	55 gal. drum (LOMA) generation 4 SAE40			880 gal	\$ / gal.	\$ / gal.	\$ / gal.
53	Synthetic motor oil for gasoline engines API SM, SL, SJ, LSAC GF-4	12/1 qt. plastic containers SAE5W30			96	\$ / qt.	\$ / qt.	\$ / qt.
54	Synthetic motor oil for gasoline engines API SM, SL, SJ, LSAC GF-4	12/1 qt. plastic containers SAE10W30			228	\$ / qt.	\$ / qt.	\$ / qt.
55	Synthetic motor oil for diesel engines API CJ-4 SAE 5W40	12/1 qt. plastic containers SAE 5W40			100	\$ / qt.	\$ / qt.	\$ / qt.
56	Synthetic hydraulic oil-light weight	5 gal. container			165 gal	\$ / gal.	\$ / gal.	\$ / gal.
57	Synthetic hydraulic oil-light weight	55 gal. drum			165 gal	\$ / gal.	\$ / gal.	\$ / gal.
58	Synthetic hydraulic oil-medium weight	5 gal. drum			220 gal	\$ / gal.	\$ / gal.	\$ / gal.
59	Synthetic hydraulic oil-medium weight	55 gal. drum			110 gal	\$ / gal.	\$ / gal.	\$ / gal.
60	Synthetic hydraulic oil-heavy weight	5 gal. container			55 gal	\$ / gal.	\$ / gal.	\$ / gal.
61	Synthetic hydraulic oil-heavy weight	55 gal. drum			55 gal	\$ / gal.	\$ / gal.	\$ / gal.
62	Synthetic transmission fluid - universal ATF	12/1 qt. plastic containers			120	\$ / qt.	\$ / qt.	\$ / qt.
63	Synthetic transmission fluid - universal ATF	6 /1 qt. plastic containers			480	\$ / qt.	\$ / qt.	\$ / qt.
64	Synthetic transmission fluid - universal ATF	55 gal. drum			440 gal	\$ / gal.	\$ / gal.	\$ / gal.
65	Synthetic gear lubricant for manual transmissions	12/1 qt. plastic containers			144	\$ / qt.	\$ / qt.	\$ / qt.
66	Synthetic gear lubricant for manual transmissions	55 gal. drum			55 gal	\$ / gal.	\$ / gal.	\$ / gal.
67	Synthetic universal grease	14 to 14-1/2 oz tubes 10 tubes/case			50	\$ / tube	\$ / tube	\$ / tube
68	Synthetic universal grease	35 lb. container			35 lb	\$ / lb.	\$ / lb.	\$ / lb.
69	Synthetic universal grease	120 lb. container			120 lb	\$ / lb.	\$ / lb.	\$ / lb.

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VENDOR: _____

ITEM	DESCRIPTION	CONTAINERS/ PACKAGING	MFGR	BRAND BID	EST. QTY.	UNIT PRICE TRUCK LOAD	UNIT PRICE LESS THAN TRUCK LOAD	EXTENDED PRICE LESS THAN TRUCK LOAD
70	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO J PLUS	35 lb. container			700 lb	\$ /lb.	\$ /lb.	\$ /lb.
71	Synthesized multipurpose gear lubricant DANA SHADES 256, ARVIN MERITOR O-76, MACK GO-J 80W140	35 lb. container			140 lb	\$ /lb.	\$ /lb.	\$ /lb.
72	Synthesized multipurpose gear lubricant 75W90 DANA SHADES 256, REV C, EATON E500, MACK GO J PLUS	120 lb. container			120 lb	\$ /lb.	\$ /lb.	\$ /lb.
73	Synthesized multipurpose gear lubricant DANA SHADES 256, ARVIN MERITOR O-76, MACK GO-J 80W140	120 lb. container			120 lb	\$ /lb.	\$ /lb.	\$ /lb.
74	Limited slip gear lubricant GL-5 80W90	35 lb. container				\$ /lb.	\$ /lb.	\$ /lb.
75	Limited slip gear lubricant GL-5 80W90	120 lb. container				\$ /lb.	\$ /lb.	\$ /lb.
76	Motor oil for all gasoline engine service API SM, SL, ILSAC GF-4 5W20	55 gal. drum				\$ /gal.	\$ /gal.	\$ /gal.
77	Transmission fluid - Dexron - VI- ATF	6/1 qt. Plastic containers				\$ /gal	\$ /gal	\$ /gal
78	TES - 295 - Allison TES fluid	6/1 qt. Plastic containers				\$ /gal.	\$ /gal.	\$ /gal.

CONTRACT COORDINATOR: _____
 PHONE: _____
 TOLL FREE #: _____
 FAX: _____
 EMAIL: _____

NAME (Type): _____
 SIGNATURE: _____
 TITLE: _____
 DATE: _____

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

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

LOCATION OF WAREHOUSES FROM WHICH SHIPMENT CAN BE MADE:

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

DEFINITIONS:

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

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

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

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State’s Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency’s policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor’s Name: _____

Authorized Signature: _____ Date: _____