



**MISSOURI DEPARTMENT OF TRANSPORTATION
 BID GUIDELINES AND DOCUMENTATION**

THIS IS NOT AN ORDER

REQUEST FOR BID

It is the vendor's responsibility to read and comply with all conditions, specifications, and instructions outlined in this document. This document and any subsequent attachments shall supersede all confirmation forms, receipts, or any other paperwork needed to secure materials, equipment, or services.

TODAY'S DATE: JUNE 20, 2006	BID DUE BY (DATE AND TIME): JULY 20, 2006, 10:00 A.M. CST	F.O.B. REQUIREMENTS: DESTINATION (SEE DELIVERY LOCATIONS BELOW)
TO BE DELIVERED/COMPLETED BY:	Bid #: D607-008-RW THIS BID # SHOULD BE REFERENCED ON ALL MAILING LABELS, ENVELOPES, AND ANY OTHER CORRESPONDENCE.	BUYER NAME: TERRI MOUNT PROCUREMENT PHONE: 314-301-1431 FAX: 314-301-1437
District Mailing Address: Missouri Department of Transportation – District 6 General Services (Procurement) Division 2309 Barrett Station Road Ballwin, MO 63021		Delivery Locations: Missouri Department of Transportation – District 6 Addendum A

ALL BIDS MUST BE EXTENDED AND TOTALED. DELIVERY TIME MUST BE LISTED

Quantity	U/M	DESCRIPTION (including size and/or part #'s)	UNIT PRICE	UNIT PRICE EXTENSION	DELIVERY TIME
		Bulk Oil products : Motor Oil, Re-refined Motor Oil, Hydraulic Transmission Oil, Multi-purpose Grease, Dextron III, Mercon V , ATFA and 90 Wt Gear Oil			
		Above items as described by attached Specification: D6-MGS-92-12H			
		Standard Products will be awarded on an "All or None" basis, specialized products (synthetics) may be awarded on a multiple award basis.			
		Note to Respondent: A vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The compliance to conduct business in the state shall include but may not be limited to: Registration of business name, vendors MUST submit a bid/proposal that correctly and accurately identifies the company name that is registered to do business in the State of Missouri. All vendors who are required to execute a contractual agreement MUST submit a copy of their certificate with the signed copy of the contract agreement before the purchasing department can proceed with MoDOT legal contract approval.			
		VENDOR MUST SIGN AND SUBMIT THIS FORM			

VENDOR NAME:
FEDERAL ID #

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1.

VENDOR NOTES

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Missouri Department of Transportation purchase orders must be issued to the invoicing company/address. If the invoicing company/address will be different from that listed in the vendor information section (below), the vendor must specify the "remit to" company/address in the vendor notes section (above).

VENDOR INFORMATION

Vendor Name/Mailing Address:	Vendor Contact Information (including area codes): Phone #: Fax #: Cellular #:
Printed Name and Title of Responsible Officer or Employee:	Signature:
Is your company registered/certified with the State of Missouri as a (please circle):	
MINORITY BUSINESS ENTERPRISE (MBE) ?	YES NO
WOMEN BUSINESS ENTERPRISE (WBE) ?	YES NO
Would your company like information on becoming a registered/certified MBE/WBE vendor?	YES NO

All responses to this Request for Bid MUST be submitted on this form and all pages MUST be returned to the Buyer listed above at the District mailing address shown.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

STANDARD SOLICITATION PROVISIONS

- a. The Missouri Department of Transportation (MoDOT) reserves the right to reject any or all bids/quotes/proposals, and to accept or reject any items thereon, and to waive technicalities. In case of error in the extension of prices in the bid/quote/proposal, unit prices will govern.
- b. All bids/quotes/proposals must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
- c. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown, within the State of Missouri.
- d. Time of delivery is a part of the consideration and, if not otherwise stated in the solicitation documents, must be stated in definite terms by the Bidder/Offeror and must be adhered to. If time varies on different items, the Bidder/Offeror shall so state.
- e. If providing bids/quotes/proposals for commodities, the Bidder/Offeror will state brand or make on each item. If bidding or proposing other than the make, model or brand specified, the manufacturer's name, model number or catalog number must be given.
- f. **For bids/proposals of \$25,000 or more**, no bids/proposals by telephone, telegram or telefax will be accepted. If provided, these bids/proposals should be returned in the MoDOT solicitation return envelope.
- g. If a solicitation return envelope is provided by MoDOT, the bid/quote/proposal should be returned in the envelope provided with the Bid/RFO/RFP Request Number plainly indicated thereon.
- h. The date specified for the returning of bids/quotes/proposals is a firm deadline and all bids/quotes/proposals must be received at the designated office by that time. The Department does not recognize the U.S. Mail, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting proposals. All proposals arriving at the designated office after the deadline specified will be rejected.

GENERAL TERMS AND CONDITIONS

General Performance

- a. This work is to be performed under the general supervision and direction of the Missouri Department of Transportation (MoDOT) and, if awarded any portion of the work, the Contractor agrees to furnish at his own expense all labor and equipment required to complete the work, it being expressly understood that this solicitation is for completed work based upon the price(s) specified and is not a solicitation for rental of equipment or employment of labor by MoDOT, and MoDOT is to have no direction or control over the employees used by the Contractor in performance of the work.

Deliveries

- a. Unless otherwise specified on the solicitation documents or purchase order, suppliers shall give at least 24 hours advance notice of each delivery. Delivery will only be received between the hours of 8:00 a.m. to 3:00 p.m., Monday through Friday. Material arriving after 3:00 p.m. will not be unloaded until the following workday. No material will be received on Saturday, Sunday or state holidays.
- b. If the prices bid herein include the delivery cost of the material, the Contractor agrees to pay all transportation charges on the material as FOB - Destination. Freight costs must be included in the unit price bid and not listed as a separate line item.
- c. Any demurrage is to be paid by the Contractor direct to the railroad or carrier.

Nondiscrimination

- a. The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. All solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of the Contractor's obligations under this contract and the Regulations, will be relative to nondiscrimination on the grounds of race, color, or national origin.
 - 1) Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, MoDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to the Contractor under the contract until the Contractor complies, and/or,
 - ii. cancellation, termination or suspension of the contract, in whole or in part.

Contract/Purchase Order

- a. By submitting a bid/quote/proposal, the Bidder/Offeror agrees to furnish any and all equipment, supplies and/or services specified in the solicitation documents, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the solicitation documents, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with any changes/additions, (2) the Contractor's proposal and/or submitted pricing, and (3) the MHTC's acceptance of the proposal and/or bid by purchase order or post-award contract.
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the Contractor must receive a properly authorized purchase order and/or notice to proceed.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the Contractor and the duly authorized representative of the MHTC, by a modified purchase order prior to the effective date of such modification. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

Missouri Highways and Transportation Commission
Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Subcontracting

- a. It is specifically understood that no portion of the material or any interest in the contract, shall be subcontracted, transferred, assigned or otherwise disposed of, except with the written consent of MoDOT. Request for permission to subcontract or otherwise dispose of any part of the work shall be in writing to MoDOT and accompanied by documentation showing that the organization which will perform the work is particularly experienced and equipped for such work.
- b. Consent to subcontract or otherwise dispose of any portion of the work shall not be construed to relieve the Contractor of any responsibility for the production and delivery of the contracted work and the completion of the work within the specified time.
- c. All payments for work performed by a subcontractor shall be made to the Contractor to whom the contract was awarded and the purchase order issued.

Invoicing and Payment

- a. MoDOT is exempt from paying Missouri Sales Tax, Missouri Use Tax and Federal Excise Tax. However, the Contractor may themselves be responsible for the payment of taxes on materials they purchase to fulfill the contract. A Federal Excise Tax Exemption Certificate will be furnished to the successful Bidder/Offeror upon request.
- b. Each invoice should be itemized in accordance with items listed on the purchase order and/or contract. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. Unless otherwise provided for in the solicitation documents, payment for all equipment, supplies, and/or services required herein shall be made in arrears. The Missouri Highways and Transportation Commission (MHTC) shall not make any advance deposits.
- d. The MHTC assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any authorized quantity is subject to the MHTC's rejection and shall be returned at the Contractor's expense.
- e. The MHTC reserves the right to purchase goods and services using the state-purchasing card.

Applicable Laws and Regulations

- a. The contract shall be construed according to the laws of the State of Missouri. The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations. Prior to the issuance of a purchase order and/or notice to proceed, the Contractor may be required to submit to MoDOT a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
 - 1) Prior to the issuance of a purchase order and/or notice to proceed, all **out-of-state** Contractors **providing services** within the state of Missouri must submit to MoDOT a copy of their current Transient Employer Certificate from the Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.
- c. The exclusive venue for any legal proceeding relating to or arising, out of the contract shall be in the Circuit Court of Cole County, Missouri.

Preferences

- a. In the evaluation of bids/quotes/proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, RSMo. 34.076 and 34.350 to 34.359, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri. Such preference shall be given when quality is equal or better and delivered price is the same or less.
 - 1) If attached, the document entitled "**PREFERENCE IN PURCHASING PRODUCTS**" should be completed and returned with the solicitation documents.
 - 2) If attached, the document entitled "**MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT**" should be completed and returned with the solicitation documents. **Applies if bid is Twenty-Five Thousand Dollars (\$25,000.00) or more.**
- c. In the event of a tie of low bids, the MHTC reserves the right to establish the method to be used in determining the award

Remedies and Rights

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the MHTC of any existing or future right and/or remedy available by law in the event of any claim by the MHTC of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the MHTC of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or produced by the Contractor in the fulfillment of the contract with the MHTC.
- c. In the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request MoDOT to enter into such litigation to protect the interests of the MHTC, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions

Cancellation of Contract

- a. The MHTC may cancel the contract at any time for a material breach of contractual obligations or for convenience by providing the Contractor with written notice of cancellation. Should the MHTC exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Contractor.
- b. If the MHTC cancels the contract for breach, the MHTC reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the MHTC deems appropriate and charge the Contractor for any additional costs incurred thereby.

Bankruptcy or Insolvency

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assigned the benefit or creditors, the Contractor must notify MoDOT immediately. Upon learning of any such actions, the MHTC reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

Inventions, Patents, and Copyrights

- a. The Contractor shall defend, protect, and hold harmless the MHTC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

Inspection and Acceptance

- a. No equipment, supplies, and/or services received by MoDOT pursuant to a contract shall be deemed accepted until MoDOT has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The MHTC reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The MHTC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the MHTC may have.

Warranty

- a. The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by MoDOT, (2) be fit and sufficient for the purpose expressed in the solicitation documents, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the MHTC's acceptance of or payment for said equipment, supplies, and/or services.

Status of Independent Contractor

- a. The Contractor represents itself to be an independent Contractor offering such services to the general public and shall not represent itself or its employees to be an employee of the MHTC. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers' compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the MHTC, its officers, agents and employees harmless from and against any and all losses (including attorney fees) and damage of any kind related to such matters.

Indemnification

- a. The Contractor shall be responsible for injury or damages as a result of any services and/or goods rendered under the terms and conditions of this Agreement.
- b. In addition to the liability imposed upon the Contractor on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the Contractor's performance under this Agreement, the Contractor assumes the obligation to save harmless the Commission, including its agents, employees and assigns, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees.
- c. The Contractor also agrees to hold harmless the Commission, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the Contractor for any purpose under this Agreement, and to indemnify the Commission, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

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SPECIAL TERMS AND CONDITIONS

Information and Reports

- a. The Contractor shall provide all information and reports required by the Regulations, or Directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Missouri Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or Directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Missouri Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Award Award of this bid/quote/proposal will be made on an "All Or Nothing" basis using the "lowest and best" principle of award.

Failure to Execute Contract

- a. Failure to execute the contract and file acceptable performance payment (Contract Bond) or cashier's check, bank money order or certified check within **15 days** after the contract has been mailed to the bidder shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and performed under contract or otherwise, as the Commission may decide. No contract shall be considered effective until it has been executed by all parties thereto.

Notice to Proceed

- a. Within **30 days** after the execution of the contract, a "**Notice to Proceed**" will be issued by the Department. A purchase order will be attached to the "Notice to Proceed," which will specify the date or dates that the Contractor can start delivery, roadway or stockpile delivery and will also include the completion dates. These dates will be in accordance with the dates shown in the proposal.

Delivery – Additional Requirements.

- b. The following days shall be construed as **official holidays** under the terms of the contract:

January 1	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
Third Monday in February	Washington's Birthday
May 8	Truman's Birthday
Last Monday in May	Memorial Day
July 4	Independence Day
First Monday in September	Labor Day
Second Monday in October	Columbus Day
November 11	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
December 25	Christmas Day

- c. When any of the above **holidays falls** on a **Sunday**, the holiday will be observed on the following **Monday**; when any of the above **holidays falls** on a **Saturday**, the **holiday** will be observed on the immediately preceding **Friday**.

Increase or Decrease Quantities

- a. The Highways and Transportation Commission reserves the right to increase or decrease the quantity of material twenty-five percent (25%), subject to the maximum quantity specified by the bidder in his proposal.
- b. The quantity finally ordered by the Commission will be furnished by the bidder at the same unit price per ton.

Temporary Suspension of Work

- a. The **District Engineer** shall have authority to suspend work wholly or in part for such period or periods as may be deemed necessary when weather or other conditions are such that in the opinion of the engineer, the work may be done at a later time with advantage to the Department or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If the Department suspends the work for its own advantages and not because of the Contractor's failure to comply with the Contract, the Contractor will be allowed an equal number of calendar days after the completion date for the completion of the work. The Department may at its discretion give the Contractor an extension of time for completing the work where the Contractor incurs delays for causes beyond his control.

Cancellation of Contract

- a. If the Contractor/supplier fails to carry out the performance of the work with sufficient workmen and equipment to insure the completion of the delivery within the time specified or becomes insolvent or is adjudicated a bankrupt or commits any act of bankruptcy or insolvency or allows any final judgment to stand against him for a period of ten (10) days, the Missouri Department of Transportation may give notice in writing by registered mail to the Contractor/supplier and the surety of such delay, neglect or default.

Missouri Highways and Transportation Commission**Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions**

- b. If, within ten (10) days after such notice the Contractor/supplier does not proceed to remedy to the satisfaction of the Department's representatives the faults specified in said notice, or the surety does not proceed to take over the deliveries, the Department shall have full power and authority, without impairing the obligation of the Contractor/supplier under the contract or the surety under the bond, to take over the completion of the work and arrange for the shipment of any materials necessary to complete the work and the Contractor/supplier and the surety will be responsible for any additional costs incurred by the Department in obtaining the completion of the deliveries.

Environmental Issues

- a. Attention of the bidder is invited to the **Land Reclamation Act, Chapter 444, Laws of 1971, (House Bill 519)** and the necessity for compliance if applicable.
- b. The Contractor shall take necessary precautions and shall schedule and conduct his operations so as to avoid or minimize siltation of streams while removing gravel there from.
- c. The material to be supplied under the contract will comply with the quality and gradation requirements of the **Missouri Standard Specifications for Highway Construction, Edition of 2004**, and any revisions thereto, unless modified by these specifications.

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Standard Bid/Proposal Provisions, General Terms and Conditions and Special Terms and Conditions
MISSOURI DOMESTIC PRODUCTS PROCUREMENT ACT

The bidder's attention is directed to the Missouri Domestic Products Procurement Act, Sections 34.350 to 34/359, RsMO, which requires all manufactured goods or commodities used or supplied in the performance of this contract or any subcontract to be manufactured or produced in the United States.

Section 34.355, RsMO, requires the vendor or contractor to certify his compliance with Section 34.353 and, if applicable, Section 34.359, RsMO, at the time of bidding **and** prior to payment. Failure to comply with Section 34.353, RsMO, during the performance of the contract **and** to provide certification of compliance prior to payment will result in nonpayment for those goods or commodities.

Section 34.353.2, RsMO, specifies that it does not apply where the total contract is less than Twenty-Five Thousand Dollars (\$25,000.00). If your total bid is Twenty-Five Thousand Dollars (\$25,000.00) or more, you **must** complete this form as directed below.

Failure to complete and return this document with this bid will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis. Please read the certification appearing below on this form.

If all the goods or products specified in the attached bid which the bidder proposes to supply to the State shall be manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left.

If only one item of any particular goods or products specified in the attached bid is manufactured or produced in the "United States" as defined in Section 34.350, RsMO, check the box at left and list the items (or item number) here:

If any or all of the goods or products specified in the attached bid which the bidder proposes to supply to the State are **not** manufactured or produced in the "United States" as defined in Section 34.350, RsMO, then: (a) check the box at left; (b) list below, by item (or item number), the country other than the United States where each good or product is manufactured or produced; and (c) check the boxes to the left of the paragraphs below if applicable and list the corresponding items (or item numbers) in the spaces provided.

Item (or item number)	Location Where Item Manufactured or Produced

(attach an additional sheet if necessary)

The following specified goods or products cannot be manufactured or produced in the United States in sufficient quantities or in time to meet the contract specifications. Items (or item numbers): _____

The following specified goods or products must be treated as manufactured or produced in the United States, in accordance with an existing treaty, law, agreement, or regulation of the United States, including a treaty between the United States and any foreign country regarding export-import restrictions or international trade. Items (or item numbers): _____

CERTIFICATION

By submitting this document, completed as directed above, with a bid, the bidder certifies under penalty of making false declaration (Section 575.060, RsMO) that the information contained in this document is true, correct and complete, and may be relied upon by the State in determining the bidders qualifications under and in compliance with the Missouri Domestic Products Procurement Act.

Missouri Highways and Transportation Commission

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The bidder's failure to complete and return this document with the bid as directed above will cause the State to presume the manufactured goods or products listed in the bid are not manufactured or produced in the United States, and the bid will be evaluated on that basis pursuant to Section 34.353.3(2), RSMO.

PREFERENCE IN PURCHASING PRODUCTS

DATE: _____

The bidder's attention is directed to Section 34.076 RSMo. 1986 which gives preference to Missouri corporations, firms, and individuals when letting contracts or purchasing products.

Bids received will be evaluated on the basis of this legislation.

All bidders must furnish the information requested below.

FOR CORPORATIONS:

State in which incorporated _____

FOR OTHERS:

State of domicile _____

FOR ALL BIDDERS:

List address of Missouri offices or places of business

(MUST BE COMPLETED AND SIGNED)

FIRM NAME:

ADDRESS:

CITY:

STATE:

ZIP:

BY:

NOTE: For bid to be considered, the attachment entitled "Preference in Purchasing Products" must be on file in this office and must be dated in the current calendar year.

Missouri
Department
of Transportation



Ed Hassinger, District Engineer

St. Louis Metro District
2309 Barrett Station Rd.
Ballwin, MO 63021
(314) 301-1431
Fax (314) 301-1437
www.modot.state.mo.us
Toll free 1-888 ASK MoDOT

June 20, 2006

TO: All Bidders

SUBJECT: Bid on Motor Oil, Re-refined Motor Oil, , Hydraulic Transmission Oil,
Multi-purpose Grease, Dexron III, Mercon V, ATF4 and 90 Wt Gear
Oil

Sealed bids for supplying the above listed lubricating products in bulk delivery district-wide to include the following counties: St. Louis City and County, Franklin, Jefferson and St. Charles will be received until 10:00 a.m., Central Daylight Time, July 20, 2006.

Sealed bids should be mailed to Missouri Department of Transportation, 2309 Barrett Station Rd., Ballwin, MO. 63021 or may be delivered to the same address. Bids should be returned in an envelope plainly marked **D607-008-RW, Bid on Bulk Oil.**

The date specified for receiving of bids is a firm deadline and all bids must be received at the designated office by that time. The department does not recognize the U.S. Mail, United Parcel Service, Air Express or any other organization as its agent for purposes of accepting proposals. Any proposal arriving at the designated office after the time specified will not be considered.

Awards will be made to the lowest responsible bidder on standard products on an "ALL OR NONE" basis provided the prices are acceptable to the department. In the event of a low-bid tie, the department reserves the right to establish the method to be used in determining the award. In the event a specific specialized product is only available from a specific vendor, multiple awards may be given.

The bidder may withdraw, modify, or correct his/her bid after it has been deposited with the department provided such request is submitted in writing and received at the location designated for the opening prior to the time specified for

Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

♻️ Printed on recycled paper

the bid opening. Such a request received as specified will be attached to the bid and the bid will be considered modified accordingly. No bid may be modified after the time specified for the opening of bids.

Each bidder shall submit with his proposal a sworn statement, executed by or on behalf of the bidder to whom a contract may be awarded, certifying that such bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such proposal or any contract which may result from its acceptance. (Anti-Collusion Statement attached)

The proposal submitted for standard CI-4 Plus or CI-4 Plus/SL Oil 15W-40, standard Universal Hydraulic Transmission Oil (Bulk), standard Dexron III/Mercon (55 and 5 gallon), standard Gear Oil 80W90, standard Re-refined Motor Oil 5W3 and 10W/30, standard Multi-purpose Lithium Grease (non-returnable 120 lb drums), and/or product that meets performance attributes of Dexron III/Mercon V, and ATF4 and is acceptable for use in Ford, GM and Chrysler products. Drum deposits (if any) will be incorporated into the cost of the unit price of the product. Vendors are responsible for collection and removal of empty drums upon notification by MoDOT personnel.

Agreement shall be for the contract period of twelve months starting August 1, 2006 with an option for an extension of an additional twelve-month period provided parties agree to its continuance and all prices increase no more than the submitted percentage increase per product.

The products furnished must comply with attached Specifications D6MGS-92-12H.

Bids are not desired and will not be considered on materials, which do not meet these specifications and do not have the requested information attached. Samples of the delivered products will be taken by the department and tested for compliance with the specifications during the contract period.

Each bidder must submit with their bid the information requested in the specifications for the products to be furnished, including the brand, name, manufacturer, required qualification numbers and approvals. Upon request, the low

bidder shall supply samples (one quart of each) of the products to the department for testing.

By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri.

The attached form, identified as "Preference in Purchasing Products" must be on file in this office and must be dated in the current calendar year. Bidders must also complete and return with their bid the form identified as "Missouri Products Procurement Act". Each bidder must complete and return with their bid the attached form identified as "Community Right to Know Law". **Addendum A** furnishes locations of ship to buildings, **Addendum B** refers to estimated quantities per location, **Addendum C** is the pricing page to be filled out by an authorized party of the submitting vendor.

The right is reserved by the Missouri Department of Transportation to reject any or all bids and no award is final until formally approved by the department.

Please contact Terri Mount at 314-301-1431 in the event of any questions.

NOTICE TO BIDDERS

"COMMUNITY RIGHT TO KNOW LAW"

In order to implement provision of **Sections 292.600 - 292.620, RSMo.** (1985 Supp.) relating to the communities and employees right to information concerning **"toxic substances in the workplace"** the Missouri Department Of Transportation is required to furnish **"Material Safety Data Sheets"** to local fire departments and to the Department of Health.

If the product(s) you (**the bidder**) propose to furnish in response to the attached "Invitation to Bid" contains a "toxic substance" as defined by **Section 292.600 RSMo.** (1985 Supp.) please so indicate and, if **YES**, attach a current "Material Safety Data Sheet".

Yes _____

No _____

Signed

Title

Company _____

ANTI-COLLUSION STATEMENT

STATE OF _____ }

COUNTY OF _____ }

_____ being first duly sworn, deposes
and says that he is

_____ of
Title of Person Signing

_____ Name of Bidder

That all statements made and facts set out in the proposal for the above project are true and correct; and that the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such bid or contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

By _____

By _____

By _____

Sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

General Provisions for D607-008-RW

I (we) agree to supply standard CI-4 Plus Oil, or CI-4Plus/SL 15W-40 oil, standard universal hydraulic transmission oil, , standard multi-purpose grease and gear oil (90 Wt), and re-refined oil (5W/30 and 10W/30) to four counties and the City of St. Louis locations which consist approximately thirty (30) maintenance buildings including the Barrett Station garage and the Service Station. Re-refined motor oil will be delivered to the Service Station located at 13610 South Outer Forty, Chesterfield, MO 63017.

The Missouri Dept. of Transportation desires a product, that meets the performance specifications of Dexron III /Mercon V, and ATF4 (either 5/and or 55-gallon containers), that is acceptable for use in GM, Ford, and Chrysler products. Estimated quantities for such a product is unknown at this time, information as to price, put up (gallons, pails, or drums), and availability is requested. If acceptable, the adoption of such a product may impact estimated quantities of other products.

It is understood that the quantities shown below are estimated requirements for the twelve-month period of the contract and that these quantities may be increased or decreased during the contract period. Any requirement in excess of the estimated quantities shown shall be supplied at the same quoted unit price during the contract period. Whereas specific products are formulated for specific uses and not considered "standard", multiple awards may be given for those items. The use of "non-standard" products may impact the estimated quantities of standard products listed on the accompanying Addendum.

The contract period will be twelve consecutive months starting August 1, 2006 and ending July 31, 2007 with options for extension of an additional twelve-month period, provided both parties agree to its continuance and prices do not increase more than the submitted percentage increase .

Prices quoted are to remain firm for the period of the contract.

The contract requires the supplier to top off the building tanks as per notification from the department representative within a five-day period

and delivery within two (2) working days in case of emergencies. Current building storage holds approximately 40 oil changes per month. Suppliers will need a 40-foot hose to reach the tanks.

Payment will be made from an invoice referencing a purchase order number that is issued from the maintenance shed when the material is ordered. The contractor must supply a copy of the pump meter certification during the past twelve months from an outside source. The contractor must supply to each location a copy of the Materials Safety Data Sheet for each product. The contractor is responsible for all clean up of over-filled tanks. Drum deposits (if any) should be incorporated into the unit price of the product. Vendors are responsible for collection and removal of drums when emptied and notified by MoDOT personnel.

Company: _____ Date _____

Printed Name: _____

Signature: _____

Organization	Name	Address	City, State, Zip
36X2	DISTRICT GARAGE-GEN SERVICES	2309 BARRETT STATION RD	BALLWIN MO 63021
4603	BALLAS MAINT BLDG	12001 N. FORTY DRIVE	TOWN & COUNTRY,MO 63131
4604	BARNHART MAINT BLDG	6951 METROPOLITAN BLVD	BARNHART,MO 63012
4605	BEAUFORT MAINT BLDG	6697 HWY 185 SOUTH	BEAUFORT,MO 63013
4606	BELLEFONTAINE MAINT BLDG	10601 Lewis & Clark	St. Louis, MO. 63136
4612	BROADWAY MAINT BLDG	1200 S. BROADWAY	ST. LOUIS CITY,MO 63104
4618	DESOTO MAINT BLDG	4400 HWY 110	DESOTO,MO 63020
4623	EUREKA MAINT BLDG	615 VIOLA LANE	EUREKA,MO 63025
4625	FESTUS MAINT BLDG	1000 AIRPORT ROAD	FESTUS,MO 63028
4626	GRAY SUMMIT MAINT BLDG	3463 WEST OSAGE	PACIFIC, MO 63069
4627	GROVER MAINT BLDG	2639 CENTER ST.	GROVER,MO 63040
4628	HOUSE SPRINGS MAINT BLDG	8400 LOCAL HILLSBORO ROAD	HOUSE SPRINGS,MO 63016
4629	SUNSET HILLS MAINT BLDG	1120 RAHNING RD	SUNSET HILLS,MO 63127
4630	LEMAY MAINT BLDG	4185 HOFFMEISTER	ST. LOUIS COUNTY,MO 63125
4632	NEW HAVEN MAINT BLDG	9659 HWY 100	NEW HAVEN,MO 63068
4633	NORMANDY MAINT BLDG	1005 BERMUDA	ST. LOUIS COUNTY,MO 63121
4636	PAGE MAINT BLDG	11300 LACKLAND	ST. LOUIS COUNTY,MO 63146
4640	ST CHARLES MAINT BLDG	2360 OLD HIGHWAY 94 SOUTH	ST. CHARLES,MO 63303

607-008-RW, BULK OIL
ESTIMATED QTY BY LOCATION
ADDENDUM B

*PLEASE NOTE: Missouri Dept of Transportation desires to ascertain if a product is available that meets performance specifications of Dextron III/MerconV and ATF4 for use in GM, Ford, & Chrysler Products. Estimated use QTY's -unknown.

LOCATION	BULK-GALLON CI-4 Plus or CI-4Plus SL Oil 15W-40	BULK-GALLON HYDRAULIC TRANS. OIL	GALLON DEXTRON III/ MERCON V/ATF4*	DEXTRON III/MERCON (Gallon)	MULIPIROSE LITHIUM COMPLEX GREASE-NGLI GRADE 2(non - returnable 120 lb drums) (LB)	GEAR OIL 75W90 (LB)	GALLON REREFINED OIL 5W/30 or 10W/30
DISTRICT SERVICE STATION	631			75	0		132
BALLAS	600	381		145	526	150	0
Barrett Station Garage	200	300	55	200		55	
BARNHART	300	326		100	655	55	
BEAUFORT	220	42		55	28	55	
BELLEFONTAINE	330	203		55	120	120	
BROADWAY	441	475		140	84	55	

607-008-RW, BULK OIL
ESTIMATED QTY BY LOCATION
ADDENDUM B

*PLEASE NOTE: Missouri Dept of Transportation desires to ascertain if a product is available that meets performance specifications of Dextron III/MerconV and ATF4 for use in GM, Ford, & Chrysler Products. Estimated use QTY's -unknown.

LOCATION	BULK-GALLON CI-4 Plus or CI-4Plus SL Oil 15W-40	BULK-GALLON HYDRAULIC TRANS. OIL	GALLON DEXTRON III/ MERCON V/ATF4*	DEXTRON III/MERCON (Gallon)	MULIPIROSE LITHIUM COMPLEX GREASE-NGLI GRADE 2(non - returnable 120 lb drums) (LB)	GEAR OIL 75W90 (LB)	GALLON REREFINED OIL 5W/30 or 10W/30
DESOTO	220	176		55	230	55	
EUREKA	135	127		55	41	55	
FESTUS	333	260		110	247	55	
GRAY SUMMIT	220	129		55	0	55	
GROVER	212	126		55	687	55	
HAMPTON	116	30			0	55	
HOUSE SPGS.	180	170		55	175	55	
SIGNAL SHOP	474	0			0		
LEMAY	257	175		55	47		

607-008-RW, BULK OIL
ESTIMATED QTY BY LOCATION
ADDENDUM B

*PLEASE NOTE: Missouri Dept of Transportation desires to ascertain if a product is available that meets performance specifications of Dextron III/MerconV and ATF4 for use in GM, Ford, & Chrysler Products. Estimated use QTY's -unknown.

LOCATION	BULK-GALLON CI-4 Plus or CI-4Plus SL Oil 15W-40	BULK-GALLON HYDRAULIC TRANS. OIL	GALLON DEXTRON III/ MERCON V/ATF4*	DEXTRON III/MERCON (Gallon)	MULIPOSE LITHIUM COMPLEX GREASE-NGLI GRADE 2(non - returnable 120 lb drums) (LB)	GEAR OIL 75W90 (LB)	GALLON REREFINED OIL 5W/30 or 10W/30
NEW HAVEN	275	98		55	0	110	
NORMANDY	300	221		110	240	110	
OHIO	223	122		55	150		
PAGE	115	222		110	321	55	
ST. CLAIR	325	225		55	106	55	
ST. CHARLES	230	207		110	130	55	
SUNSET HILLS	380	388		140	237	55	
SHREVE					0		
VILLA RIDGE	85	0		0	0		

607-008-RW, BULK OIL
ESTIMATED QTY BY LOCATION
ADDENDUM B

*PLEASE NOTE: Missouri Dept of Transportation desires to ascertain if a product is available that meets performance specifications of Dextron III/MerconV and ATF4 for use in GM, Ford, & Chrysler Products. Estimated use QTY's -unknown.

LOCATION	BULK-GALLON CI-4 Plus or CI-4Plus SL Oil 15W-40	BULK-GALLON HYDRAULIC TRANS. OIL	GALLON DEXTRON III/ MERCON V/ATF4*	DEXTRON III/MERCON (Gallon)	MULIPOSE LITHIUM COMPLEX GREASE-NGLI GRADE 2(non - returnable 120 lb drums) (LB)	GEAR OIL 75W90 (LB)	GALLON REREFINED OIL 5W/30 or 10W/30
WELDON SPGS.	213	140		55	88	55	
WENTZVILLE	246	132		55		55	
WESTLAKE	213	125		55		120	
STRIPING	306	291		0	25		

ADDENDUM C

D607-008-RW
PRICING PAGE

DESCRIPTION	BULK 55/GALLON DRUM(price per gallon)	GALLON	QUART (if applicable)	LB
CI-4 Plus 15W-40				
CI-4 Plus/ SL Oil 15W-40				
UNIVERSAL HYDRAULIC TRANSMISSION OIL				
DEXRON III/MERCON (55 GAL DRUMS)				
DEXRON III/MERCON (5 GAL put up)				
Re-refined Motor Oil 5W30 or 10W30				
DEXTRONIII/MERCON V/ATF4				
MULTIPURPOSE LITHIUM COMPLEX GREASE-NGLI GRADE 2 (non- returnable 120 lb. Drums)				
GEAR OIL W90				

*PLEASE INDICATE PRICING IN NON-SHADED AREAS

RENEWAL PERCENTAGE INCREASE : _____%

** VENDOR NOTES:

VENDOR

SIGNATURE _____

DATE _____

MODOT D6
PETROLEUM PRODUCT SPECIFICATION

D6-MGS-92-12H

D6-MGS-92-12H

LUBRICATING PRODUCTS D6MGS-92-12H

1.0 DESCRIPTION. This specification covers motor vehicle lubricating products for delivery in prepackaged containers such as drums, pails, etc., or for delivery into bulk storage tanks at department-owned facilities.

1.1 Unless otherwise stated, the specification references and test methods are from the latest version in effect at the time of this contract.

1.2 Bidders, which are repackaging another manufacturer's product, shall include that manufacturer's name in the proposal.

1.3 Bidders furnishing Multi-Grade Lubricating Oil under the American Petroleum Institute (API) Classification System shall include the API license number in the proposal. Repackagers using a private label are required to obtain their own license. quantities packaged at higher temperatures will be corrected to that volume.

2.0 Universal Hydraulic/Transmission Fluid.

2.1 General. Universal Hydraulic/Transmission Fluid shall be for use in tractors and equipment where one fluid is desirable and can be used in combination hydraulic-transmission wet brake systems of equipment used in off-highway service.

2.2 Universal Hydraulic/Transmission Fluid shall have Allison C-4 approval.

2.2.1. The fluid shall contain such functional additives as oxidation inhibitors, rust inhibitors, pour point depressants, anti-wear additives, foam suppressers, water tolerance additives, etc. as are necessary to meet the following requirements when tested in accordance with the applicable ASTM tests shown in this specification.

Paraffinic base stock shall be used in the manufacture of universal hydraulic transmission oil.

Requirement Test Method

API Gravity at 15.6 °C 27 - 32 ASTM D 287

Viscosity, 100 °C, centistokes 7.0 - 11.0 ASTM D 445

Viscosity Index, min. 125 ASTM D 2270

Flash Point, °C, COC, min. 177 ASTM D 92

Pour Point, °C, maxes. -40 ASTM D 97

Corrosion, Copper strip, 3 hrs. @ 100 °C Negative

2.2.2 Documentation. The following information shall be furnished with the bid.

2.2.2.1 The bidder shall furnish documentation showing that the brand of fluid, which is being furnished, has been approved and is listed by the Allison Transmission Division, General Motors Corporation, as Allison C-4, Intermediate Viscosity Fluids for off-highway transmissions.

2.2.2.2 If the fluid is not shown in the latest list then a copy of the letter granting approval shall be submitted.

2.2.2.3 The documentation shall include the brand name, manufacturer and a typical analysis of the properties shown in 2.2.1.2.

2.2.3 Basis of Payment. Payment for fluid received shall be based on the volume at 15.6 °C and quantities packaged at higher temperatures will be corrected to that volume.

2.3 Gear Oil - SAE Grade 80W-90.

2.3.1 General. Multi-Purpose Gear Oil shall be one grade of Gear Lubricant intended for the

lubrication of automotive gear units and all heavy-duty industrial-type enclosed gear units, when

the sustained operating temperatures of the lubricant are below 121 °C.

2.3.1.1 The gear lubricant shall be a homogeneous liquid free from sediment and suspended

matter at any temperature in the operating range up to 121 °C for mineral oils and 170 °C for

synthetic oils.

2.3.1.2 The gear lubricant shall be a brand which has been tested and fully complies with the

requirements of API GL5. The lubricant shall also comply with the following requirements when

tested in accordance with the applicable ASTM specifications shown in this specification.

Requirement Test Method

Viscosity Index, min. 85 ASTM D 2270

Pour Point, °C, max. -15 ASTM D 97

Corrosion, Copper Strip, 3 hrs. @ 121.1 °C 3a max ASTM D 130

Color the base oil used in the gear

Lubricant shall be a filtered stock not

darker than No. 8 NPA.

2.3.2 Documentation. The following information shall be furnished with the bid.

2.3.2.1 The bidder shall furnish documentation showing that the gear oil furnished will comply with all requirements of API GL 5.

2.3.2.3 The documentation shall include the brand name, manufacturer and a typical analysis of the properties shown in 2.3.1.2.

(2.4- Synthetic Oils- DELETED)

2.5 Multi-Purpose Lithium Complex Grease, NLGI Grade 2 or Multi-Purpose Lithium

Complex Grease, NLGI Grade 2 with 3.0% Molybdenum Disulfide.

2.5.1 General. The Multi-Purpose Lithium Complex Grease and Multi-Purpose Lithium Complex Grease with 3.0% molybdenum disulfide shall be suitable for the lubrication of automotive chassis and wheel bearings and shall meet the requirements of ASTM D 4950,

Standard Classification and Specification for Automotive Service Greases for NLGI service classification GC-LB, Grade 2. The bid request shall state the type of grease to be supplied.

2.5.1.1 The grease shall consist of a smooth homogeneous mixture of a lithium complex soap and a well-refined mineral oil. The grease shall be free from fillers such as rosin, rosin oils, talc, wax, powdered mica, sulfur, clay, asbestos, or other undesirable or deleterious impurities. If the grease to be supplied contains molybdenum disulfide, it shall be a homogeneous mixture of lithium complex NLGI GC-LB Grade 2 and technical fine molybdenum disulfide.

2.5.1.2 The grease shall show no separation or bleeding in use or during short-term storage and shall comply with the following requirements when tested in accordance with the applicable ASTM test methods.

Requirement

Odor The grease shall possess only a slight odor of mineral oil, and may be rejected if it has any other distinct odor.

NLGI Service Classification GC-LB

NLGI Grade Number 2

Soap Type Lithium Complex

When requested:

Molybdenum Disulfide, % by weight 3.0 minimum

2.5.2 Documentation. The following information shall be furnished with the bid.

2.5.2.1 The bidder shall furnish documentation showing that the grease furnished will comply with the requirements of these specifications and that it holds a current NLGI Certification Mark

License for the grease to be supplied.

2.5.2.2 The documentation shall include the brand name, manufacturer and a typical analysis of the properties required in ASTM D 4950.

2.6 Dexron III/Mercon Transmission Fluid.

2.6.1 General. Dexron III/Mercon Transmission Fluid shall be for use in on-highway transmissions.

2.6.1.1 Dexron III/Mercon shall be a formulation which has been licensed by General Motors

Corporation and Ford Motor Company.

2.6.1.2 Dexron III/Mercon shall be further identified on the containers as meeting Dexron III/Mercon requirements.

2.6.2 Documentation. The following information shall be furnished with the bid.

2.6.2.1 The bidder shall furnish documentation showing that the brand of Dexron III/Mercon has been approved by the General Motors Corporation and Ford Motor Company.

2.6.2.2 The documentation shall include the General Motors and Ford License Numbers and typical test results of the following physical and chemical properties when tested in accordance with the applicable ASTM test methods.

2.7 Dexron III/Mercon V/ ATF 4 Transmission Fluid

2.7.1 General. Product that meets the performance qualities of Dexron III/Mercon V/ATF4 transmission fluid and may be used in GM, Ford, and Chrysler products shall be for use in on-highway transmissions.

2.7.2 Such product shall be further identified on the containers as meeting Dexron III/Mercon V/ATF4 requirements.

Documentation. The following information shall be furnished with the bid.

2.7.2.1 The bidder shall furnish documentation showing that the brand of Dexron III/Mercon V/ATF4 has been approved by the General Motors Corporation, Ford Motor Company, and Chrysler Corporation.

2.7.2.2 The documentation shall include the General Motors and Ford License Numbers and typical test results of the following physical and chemical properties when tested in accordance with the applicable ASTM test methods.

Test Method

API Gravity @ 15.6 °C ASTM D 287

Viscosity, 100 °C, centistokes ASTM D 445

Viscosity Index, min. ASTM D 2270

Flash Point, °C, COC, min. ASTM D 92

2.8.1 Basis of Payment. Payment for oil received shall be based on the volume at 15.6 °C and quantities packaged or bulk delivered at higher temperatures will be corrected to that volume.

3.0 ASTM TEST METHODS.

ASTM D 92 Test Method for Flash and Fire Points by Cleveland Open Cup

ASTM D 97 Test Methods for Pour Point of Petroleum Oils

ASTM D 128 Test Methods for Analysis of Lubricating Grease

ASTM D 130 Test Method for Detection of Copper Corrosion from Petroleum Products by the Copper Strip Tarnish Test

ASTM D 217 Test Methods for Cone Penetration of Lubricating Grease

ASTM D 287 Test Method for API Gravity of Crude Petroleum and Petroleum Products (Hydrometer Method)

ASTM D 445 Test Method for Kinematic Viscosity of Transparent and Opaque Liquids (and the Calculation of Dynamic Viscosity)

ASTM D 566 Test Method for Dropping Point of Lubricating Grease

ASTM D 874 Test Method for Sulfated Ash from Lubricating Oils and Additives

ASTM D 892 Test Method for Foaming Characteristics of Lubricating Oils

ASTM D 1264 Test Method for Water Washout Characteristics of Lubricating greases

ASTM D 2270 Method for Calculating Viscosity Index from Kinematic Viscosity at 40 and 100 °C

4.0 PACKAGING. If products are to be delivered prepackaged in drums or other containers, each container shall have sufficient marking to identify the product contained therein.

5.0 BULK DELIVERY. Shipments of lubricating products that are to be delivered to the point of use in bulk quantities shall be accompanied by a certification statement identifying the name of the material and the specific bid request, and certifying that the material meets the specifications for that request. The certification is to be signed by an authorized representative of the supplier. This certification statement, as well as the bill of lading, shall be provided to the department's representative at the point of delivery.

5.2 It shall be the supplier's responsibility to ensure the delivery of the correct product into the matching bulk storage tank, as identified by labeling. The supplier shall maintain sufficient safeguards to ensure that cross-contamination does not occur when lubricants are delivered to department bulk storage tanks from bulk delivery systems. If defective, contaminated or the wrong materials are delivered into the department's storage tanks, it shall be the supplier's responsibility to replace all contaminated products with products meeting the specification, including both the new delivery and the existing material amounts.

6.0 SAMPLING AND TESTING. Random samples of the delivered products may be taken by the Department and tested for compliance with these specifications.

6.1 Upon request the low bidder shall supply samples of the products to the Department for testing, one quart of each oil and two pounds of grease.