

**BID FORM**

MISSOURI DEPARTMENT OF TRANSPORTATION  
PROCUREMENT DEPARTMENT  
2309 BARRETT STATION ROAD  
BALLWIN, MO 63021

REQUEST NO.	<b>D609-003-RW</b>		
DATE	May 23, 2008		
PAGE NO.	1	NO. OF PAGES	19

SEALED BIDS, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF WILL BE RECEIVED AT THIS OFFICE UNTIL **July 1, 2008 @ 10:00 a.m. CST** AND THEN PUBLICLY OPENED AND READ FOR FURNISHING THE FOLLOWING SUPPLIES OR SERVICES.

**QUOTATIONS TO BE BASED F.O.B. MISSOURI DEPARTMENT OF TRANSPORTATION**

**Delivery Locations:**

Various per attached list, St. Louis Metro District St. Louis City, St. Louis , Franklin, Jefferson and St. Charles Counties, Missouri

<b>BUYER:</b>	Terri Mount	<b>BUYER TELEPHONE:</b>	314-301-1431
<b>WEBSITE:</b>	<a href="http://www.modot.mo.gov/business/contractor_resources/Commodities.htm">www.modot.mo.gov/business/contractor_resources/Commodities.htm</a>	<b>FAX:</b>	314-301-1437

**SUPPLIES OR SERVICES**

Sealed bids for supplying District 6 of the Missouri Department of Transportation Bulk Oil products consisting of but not limited to : Motor Oil, re-refined Motor Oil, Hydraulic Transmission Oil, Multi-purpose Grease, Dextron III, Mercon V, ATFA ,and 90Wt Gear Oil as described by the attached specification: D6-MGS-92-12H. Standard products will be awarded on an "All or Nothing" basis provided prices are acceptable to the department, in the event a specific specialized product is only available from a specific vendor, multiple awards may be given. Pricing to be indicated on attached pricing page. Quantities indicated are estimates only and no guarantees are made or implied as to actual products or quantities ordered.

Agreement shall be for the contract period of twelve months starting August 1, 2008 through July 31, 2009, with an option for an extension of additional two (2) one year period (s) provided parties agree to its continuance and all price increase is no more than the submitted percentage increase per product.

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

**It is the responsibility of the Bidder to access MoDOT's website (indicated above) in order to obtain any and all addenda(s) issued during the course of this RFB Process.**

**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.

The Missouri Department of Transportation reserves the right to reject any or all bids, and to accept or reject any items thereon and to waive technicalities. All bids must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled. No bids by telephone, telegram, or telefax will be accepted.

**HB600 COMPLIANCE:** The Bidder should ensure they are in good standing with the Missouri Department of Revenue. Prior to award MoDOT staff will check with the Missouri Department of Revenue to ensure compliance with the provisions of HB600. If necessary a "Certificate of No Tax Due" may be requested of the successful Bidder. If such a certificate is requested, the Bidder's inability to provide this documentation will result in hers/her bid being rejected.

*In compliance with the above invitation for bids, and subject to all conditions thereof, the undersigned offer and agrees to furnish and deliver any or all the items on which prices were quoted within 20 days after receipt of notification.*

**Date:** \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Address:** \_\_\_\_\_

Fax No.: \_\_\_\_\_

Company Officer: \_\_\_\_\_  
Title \_\_\_\_\_

Federal ID # \_\_\_\_\_

Type/Print Name \_\_\_\_\_

**General Provisions**

D609-003-RW

- 1 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 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.
- 2 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)
- 3 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.
  - 3.1 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.
    - 3.1.1 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.
- 4 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.
- 5 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”. **Attachment A** furnishes locations of ship to buildings, **Attachment B** refers to **estimated** quantities per location. The pricing page is to be filled out by an authorized party of the submitting vendor.

- 6 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.
- 7 Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.
  - 7.1 **No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.**
  - 7.2 .In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

**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 \_\_\_\_\_

## 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

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(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 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:  


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- [ ] 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): \_\_\_\_\_  


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- [ ] 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): \_\_\_\_\_  


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**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.**

**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.**

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.
- g. 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.

**Executive Order**

- a. The Contractor shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6<sup>th</sup>) day of March, 2007. This Executive Order, which promulgates the State of Missouri's position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
  - 1) "By signing this Agreement, the Contractor hereby certifies that any employee of the Contractor assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law."
  - 2) In the event the Contractor fails to comply with the provisions of the Executive Order 07-13, or in the event the Commission has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, the Commission reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
  - 3) The Contractor shall include the provisions of this paragraph in every subcontract. The Contractor shall take such action with respect to any subcontract as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance.

**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.

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

- 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.

**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**

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

- a. The Offeror shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

**IF NOT SUBMITTING A BID, PLEASE COMPLETE AND RETURN THE FOLLOWING “NO BID FORM” TO ASSIST THE PROCUREMENT STAFF IN OUR PROCESS EVALUATION.**

THANK YOU

**NO BID**

DATE: \_\_\_\_\_

TO: Missouri Department of Transportation- District 6  
General Services (Procurement) Divison  
2309 Barrett Station Rd.  
Ballwin, MO. 63021  
(314) 301-1437- Fax #

FROM: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Our company is submitting “NO BID” on RFB # \_\_D609-003-RW\_\_ for the reason(s) indicated below:

- Product or service is not available or cannot meet the required specifications.
- Other obligations-cannot make required deadline.
- The delivery point or work location is outside of our territory or coverage/service area.
- Other-Please explain below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Contact Person:

\_\_\_\_\_ Phone# \_\_\_\_\_

- Please keep our name on the bidder’s list for future opportunities for this product/service.
- Please remove our name from your bidder’s list for this product or service.

**FAILURE TO RETURN A QUOTE OR THIS FORM MAY RESULT IN REMOVAL FROM OUR VENDOR DATABASE FOR FUTURE OPPORTUNITIES.**

## **BID SUBMITTAL INSTRUCTIONS**

### **BID SUBMITTAL:**

Your written bid must be mailed in **a sealed** envelope or box, or else delivered by hand or courier service (UPS, Federal Express, DHL, etc.) to be *received on or before the date and time specified on the front page of this bid document*, at the office of:

Ms. Terri Mount  
Missouri Department of Transportation  
General Services - Procurement  
2309 Barrett Station Rd.  
Ballwin, MO. 63021

All documents must be sealed and the outmost wrapping should be clearly marked "**Bulk Oil Bid**".

**The specified for the returning 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, Railway Express Agency, Air Express, or any other organization, as its agent for purposes of accepting bids. All bids arriving at the designated office after the deadline specified will be rejected.**

### **PRICES:**

Prices MUST remain firm for the entire period stated herein or as allowed pursuant to this Bid.

### **COMPLIANCE WITH BID REQUIREMENTS:**

Failure to comply with the requirements published in this bid may result in the bid being subject to rejection. Product that does not meet specifications will cause all of the shipments to be returned at the bidders expense.

### **NON-EXCLUSIVITY:**

The Missouri Department of Transportation reserves the right to obtain like or similar products of this or other manufacturers when use of such products is deemed in the best interest of MoDOT.

### **VENDOR NAME REGISTRATION:**

On all bid documents, the bidder must use the firm name under which he/she is registered to do business in the state of Missouri. The bidder must ensure that his/her firm name is registered with the office of the Secretary of State.

### **ADDITIONAL DOCUMENT SUBMITTAL REQUIREMENTS:**

For the bid to be considered the four (4) documents "Preference in Purchasing Products", the "Missouri Domestic Products Procurement Act", "Community Right to Know Law" and the "Anti-Collusion Statement must be submitted to this office prior to any contract being awarded for this bid.

**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/MerconV/ 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 DexronIII/MerconV/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/MerconV/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.

D609-003-RW  
PRICING PAGE

DESCRIPTION	BULK 55/GALLON DRUM(price per gallon)	GALLON	QUART (if applica- ble)	LB
CI-4 Plus 15W-40				
CI-4 Plus/ SL Oil 15W-40				
CI4 OR CI4 PLUS 15W-40- BULK pumped into tank				
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

\*\* VENDOR NOTES:

VENDOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

# Renewal

## Per Percentage

In the event that MHTC exercises its options to renew the contract for two (2) additional one-year periods pursuant to the applicable provisions outlined in this document, the Bidder shall provide below the maximum percentage of increase or minimum percentages of decrease for each renewal period. The Bidder is cautioned that the percentages shall be computed against the ORIGINAL contract prices during renewal periods. Furthermore, the Bidder is advised that the MHTC does not automatically grant increases at the time of renewing the contract and that if an increase is requested, documentation of need must be provided at the time of renewal.

**First Renewal Period** \_\_\_\_\_ % of maximum increase or  
\_\_\_\_\_ % of maximum decrease

**Second Renewal Period** \_\_\_\_\_ % of Maximum increase or  
\_\_\_\_\_ % of maximum decrease

\*\* Escalation Clause - In the event the contractor requests a price increase during the contract period (original contract period or contract renewal period), the contractor must provide a written request and documentation justifying the need for a price increase, and the amount of such price increase. MoDOT will review the contractor's written request and documentation, and decide if a price increase is to be granted at that particular time. The contractor shall understand and agree that MoDOT's decision shall be final and without recourse.

No price increase shall be granted during the first 3 months of the original contract period, or if applicable, first 3 months of a contract renewal period.

.In the event a price increase is granted due to an approved escalation, the renewal percentage shall be based upon the current contract value.

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**TITLE** \_\_\_\_\_ **COMPANY** \_\_\_\_\_