



## **SCOPE OF WORK:**

Supply lubricating products to the locations stated on Page 4 on an as needed basis at the prices set out herein in accordance with the terms, conditions, and specifications of bid. Oil analysis shall be provided upon request regarding lubricant performance and presence of wear materials.

Prices submitted with this RFB must be firm for the entire contract period. The contract period will be **six consecutive months beginning upon bid award and ending six months from the date of award**, with an option for three (3) additional six-month extension periods, provided both parties agree to its continuance.

The contractor shall provide products on an as needed, if needed basis for the Missouri Department of Transportation in accordance with the provisions and requirements stated herein. MoDOT does not guarantee a specified quantity for purchase.

The contractor shall provide all deliverables/services to the sole satisfaction of MoDOT.

MoDOT reserves the right to obtain “like or similar” products as specified herein from other manufacturers, exclusive of the contract, when use of such products is deemed in the best interest of MoDOT and meets MoDOT specifications.

## **DELIVERY REQUIREMENTS:**

The unit prices bid must be F.O.B. to the destinations listed in attachments. The unit price must include all freight, handling, and delivery costs and should not be listed as a separate item on any invoices

The contractor will be responsible for all clean ups on over filled tanks. It will be necessary for a representative of the Missouri Department of Transportation to be present when the material is delivered. No deliveries will be made on Saturdays, Sundays, and Holidays. In the event a particular facility is working “4-10’s”, no deliveries will be made on a facilities scheduled day off, unless specifically authorized by the facility supervisor.

**REQUIRED SPECIFICATIONS:**

All applicable materials quoted must comply with the attached MoDOT Specifications #MGS-92-12K (dated 9-27-03) and any other provisions outlined in the solicitation documents.

**SPECIFICATIONS NOT COVERED IN MODOT SPECS:**

**Synthetic SAE Grade 85W/140 Gear Oil**

Gear lubricant for use in automotive gear units, all heavy-duty truck gear units, and industrial gear units with requirements of API-GL5 and MT-1 service classification.

Viscosity Cst@ 40° C	343.9
Viscosity Cst@ 100° C	25.88
Viscosity	99
Flash Point °C	234
Pour Point °C	-11
Gravity, DEG API	26.8

**Multi-Grade SAE 5W30 Lubricating Oil**

Oil shall meet most recent API service classification approved by General Motors Corporation, Ford Motor Company and Chrysler Corporation for gasoline engines, that exceeds API SM, SL, SJ, SH, and ILSAC – GF-4 service classifications.

**Universal Hydraulic/Transmission Fluid**

Used for tractors, heavy-duty equipment, hydraulic systems, transmissions, wet brakes, wet clutches and final drives. Hydraulic fluid shall meet most recent service classifications for John Deere, Ford, New Holland, Elgin Street Sweepers, and Case and must exceed API-GL4 performance requirements.

**Multi-vehicle ATF Transmission Fluid**

Must meet the most recent API service classification requirements for General Motors Corporation, Ford Motor Company, and Chrysler Corporation, meeting requirements for all transmissions manufactured after 1983.



## LUBRICATING PRODUCTS MGS-92-12K

**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 that 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.

## **2.0 MATERIALS.**

### **2.1 Multi-Grade Lubricating Oil, SAE Grade 15W-40.**

**2.1.1 General.** The oil shall meet and be licensed by the most recent API service classification, as available from most suppliers, and shall be intended for crankcase lubrication of gasoline and diesel engines. It shall be manufactured, per contract requirement, from the same base stocks, whether virgin or re-refined stocks, and with the same types and amounts of additives as were used to secure API qualification.

**2.1.1.1** The engine lubricating oils shall be derived from petroleum fractions, synthetically prepared compounds or a combination of the two types of products. The stocks shall be compounded with such functional additives (detergents, dispersants, oxidation inhibitors, corrosion inhibitors, etc.) as are necessary to meet the specified requirements. No carcinogenic or potentially carcinogenic constituents, as defined under the Hazard Communication Standard (29 CFR 1910.1200) shall be present.

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

**2.1.2.1** The bidder shall furnish documentation showing the API license number, brand name and manufacturer under which the oil was qualified and that the oil meets the most recent API service classification as available from most suppliers. The documentation shall include the type(s) and percent of base Stock used in the manufacturing of the oil. The documentation shall include current performance specification test data per API classification.

**2.1.2.2** The documentation shall include typical test results for the following physical and chemical properties when tested in accordance with the applicable ASTM test method.

	<u>Test Method</u>
Pour Point	ASTM D 97
Flash Point	ASTM D 92
Gravity, API	ASTM D 287

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

## **2.2 Universal Hydraulic/Transmission Fluid.**

**2.2.1 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.

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

**2.2.1.2** 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.

	<u>Requirement</u>	<u>Test Method</u>
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, max.	-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 that 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 that has been tested and is in complete accordance with the requirements of API GL5. The lubricant shall also be in accordance with the following requirements when tested in accordance with the applicable ASTM specifications shown in this specification.

<u>Property</u>	<u>Requirement</u>	<u>Test Method</u>
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 is in accordance 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 Gear Oil 75W-90.**

**2.4.1 General.** Synthetic Gear Oil shall be one grade of Gear Lubricant formulated with synthetic based oils 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 170 °C.

**2.4.1.1** The gear lubricant shall be a homogeneous liquid free from sediment and suspended matter at any temperature in the operating range up 170 °C .

**2.4.1.2** The gear lubricant shall be a brand that has been tested and that is in complete accordance with the requirements of API GL5. The lubricant shall also comply with the following requirements when tested in accordance with the applicable ASTM test methods.

	<u>Requirement</u>	<u>Test Method</u>
Viscosity Index, min.	140	ASTM D 2270
Viscosity, 100 °C, centistokes,	15.5 - 19.5	ASTM D 445
Pour Point, °C, max,	-40	ASTM D 97

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

**2.4.2.1** The bidder shall furnish documentation showing that the gear oil furnished will comply with all requirements of the API GL5.

**2.4.2.3** The documentation shall include the brand name, manufacturer, identification that the material is a synthetic formulation and a typical analysis of the properties shown in 2.4.1.2.

## **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 be in accordance with 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.

	<u>Requirement</u>
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
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**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 is in accordance 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 Heavy-Duty Aluminum Complex Grease with Molybdenum Disulfide, NLGI Grade 2.**

**2.6.1 General.** Heavy-Duty Aluminum Complex Grease with Molybdenum Disulfide shall be in accordance with ASTM D 4950, Standard Classification and Specification for Automotive Service Greases for NLGI service classification GC-LB, Grade 2.

**2.6.1.1** The grease shall consist of a smooth homogeneous mixture of an aluminum complex NLGI GC-LB Grade 2, technical fine Molybdenum Disulfide and other solid lubricants. 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.

**2.6.1.2** 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.

**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 grease furnished is in accordance with the requirements of these specifications and that it holds a current NLGI Certification Mark License for the grease to be supplied.

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

## 2.7 Dexron III/Mercon Transmission Fluid.

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

**2.7.1.1** Dexron III/Mercon shall be a formulation which has been licensed by General Motors Corporation and Ford Motor Company.

**2.7.1.2** Dexron III/Mercon shall be further identified on the containers as being in accordance with Dexron III/Mercon requirements.

**2.7.2 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 has been approved by the General Motors Corporation and Ford Motor Company.

**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.

	<u>Test Method</u>
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

**2.7.3 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 is in

accordance with 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.

## BID SHEET

I (we) propose to furnish the listed lubricating products to the Missouri Department of Transportation in accordance with the attached proposal, general provisions and specifications, at the **Unit Prices Shown F.O.B. the Destinations** listed. Bids will be received until **10:00 AM CST**.

<u>PRODUCT</u>	<u>BRAND NAME</u>	<u>MANUFACTURER</u>	<u>UNIT PRICE</u>
Lubricating Oil, 15W-40	_____	_____	\$ _____ Gal
	<b>Bulk</b>		
	_____	_____	\$ _____ Gal
	<b>2.5 Gallon Container</b>		
	_____	_____	\$ _____ Qt
	<b>5-Quart Container</b>		
	_____	_____	\$ _____ Qt
	<b>Quart</b>		
5W30 Motor Oil	_____	_____	\$ _____ Gal
	<b>5-Quart Container</b>		
	_____	_____	\$ _____ Qt.
	<b>Quart</b>		
Universal Hydraulic / Transmission Oil	_____	_____	\$ _____ Gal
	<b>Bulk</b>		
	_____	_____	\$ _____ Gal
	<b>55 Gallon Drum</b>		
	_____	_____	\$ _____ Gal
	<b>5-Gallon Container</b>		
	_____	_____	\$ _____ Gal
	<b>2.5 Gallon Container</b>		
MP Gear Oil, 85/140	_____	_____	\$ _____ Gal
	<b>5-Gallon Container</b>		
	_____	_____	\$ _____ Qt.
	<b>Quart</b>		
MP Gear Oil, 75W-90 100% Synthetic	_____	_____	\$ _____ Gal
	<b>5-Gallon Container</b>		
	_____	_____	\$ _____ Qt.
	<b>Quart</b>		
GC-L8 #2 Grease - Show Me	_____	_____	\$ _____ Lb
	<b>Tube</b>		
Multi-Vehicle Synthetic Blend Transmission Fluid	_____	_____	\$ _____ Qt.
	<b>Quart</b>		

# MISSOURI DEPARTMENT OF TRANSPORTATION

## Facility Address / Physical Location Cross-Reference Listing

Facility	County	Address	Location
Advance	Stoddard	28275 State Highway 25, Advance, MO 63730	Rte. 25 at Rte 91
Alton	Oregon	Rt. 1, Box 1822, Alton, MO 65606	Rt. 160 1 Mile East of Rt. 19
Ava	Douglas	Rt. 3, Box 23B, Ava, MO 65608	Rt. 5, ½ mile S. of Rt. 14
Bellevue	Iron	HC 63, Box 1120, Bellevue, MO 63623	Jct. 21 & Rt. O
Bunker	Dent	Route 2, Box 124C, Bunker, MO 63629	Rt. A 0.4 Mile West of Rt. 72
Cape Girardeau	Scott	3359 E. Outer Rd, Scott City, MO 63780	I-55 EOR, S of Rte. AB
Centerville	Reynolds	Route 1, Box 99, Lesterville, MO 63654	Rt. 21 at Rt. N
Charleston	Mississippi	6712 No. 325 <sup>th</sup> St., Charleston, MO 63834	I-57 SOR, 0.2 Mi. S of Rte. 60
Cuba	Crawford	7149 Old Route 66, Cuba, MO 65453	Exit 210, I-44 at Rt. UU
Dexter	Stoddard	1111 Hickory Log Drive, Dexter, MO 63841	Rte. 60, 0.5 Mi. E of BR 60
Doniphan	Ripley	Rt. 3, Box 2277, Doniphan, MO 63935	Rt. 21 at Rt. 160 East Junction
Dora	Ozark	Box 3830, Dora, MO 65637	Rt. 181, 2/10 mile North of Rt. H
Edgar Springs	Phelps	27800 Hwy 63 S, Edgar Springs, MO 65462	Rt. 63 0.3 Mile South of Rt. H
Ellington	Reynolds	Rt. 4, Box 800, Ellington, MO 63638	Rt. 21 0.2 mile North of Rt. 106
Ellsinore	Carter	Rt. 2, Box 2198, Ellsinore, MO 63937	Rt. 60 at Rt. 21 East Junction
Fredericktown	Madison	1001 Madison 200, Fredericktown, MO 63645	Rt. 67, 1.0 Mi. S. of Rte. E
Gainesville	Ozark	Rt. 1, Box 1C, Gainesville, MO 65655	Rt. MM, 500 feet West of Rt. 5
Hartville	Wright	5804 Highway 5, Hartville, MO 65667	Rt. 5, ½ Mile North of Rt. Z
Hayti	Pemiscot	492 MO State Outer Rd., Hayti, MO 63830	I-55 EOR, 1.2 Mi. N of Rte. 84
Houston	Texas	1540 North Hwy. 63, Houston, MO 65793	1 Mile North of Houston on Rt. 63
Jackson	Cape Girardeau	200 State Hwy Y, Jackson, MO 63755	Rte. Y at Rte. 61
Kennett	Dunklin	1600 Southwest Drive, Kennett, MO 63857	Rte. O, 0.5 Mi. S of Rte. 84
Kewanee	New Madrid	86 State Highway W, New Madrid, MO 63869	Rte. W, 0.2 Mi. W of Rte. 61
Malden	Dunklin	4005 N. Douglas St., Malden, MO 63863	Rte. 25, 0.2 Mi. S of Rte. D
Mt. Grove	Wright	8675 Old Hwy 60, Mt. Grove, MO 65711	Old Rt. 60, 4/10 mile West of Bus 60
Marble Hill	Bollinger	Rte. 2, Box 1655, Marble Hill, MO 63764	Rte. 51, 1.5 Mi. N of Rte. FF
Patton	Bollinger	Rte. 1, Box 2490, Patton, MO 63622	Rte. 72, 0.25 Mi. E of Rte. 51
Park Hills	St. Francois	2240 Conway Road, Park Hills, MO 63601	Rte. 67, 1.5 Mi. S of Rte. 8
Piedmont	Wayne	Rte. 2, Box 2636 A, Piedmont, MO 63957	Rte 49, 0.5 Mi. N of Rte. 34
Perryville	Perry	754 Lake Drive, Perryville, MO 63775	I-55 WOR, 1.0 Mi. N of Rte. 51
Poplar Bluff	Butler	3568 Hwy 67 North, Poplar Bluff, MO 63901	Rte. 67, 0.5 Mi. N of Rte. W
Potosi	Washington	Route 2, Box 2272, Cadet, MO 63630	Rt. E 0.5 Mile West of Rt. E
Puxico	Stoddard	240 State Hwy 51 South, Puxico, MO 63960	Rte. 51, 0.5 Mi. S of Rte. PP
Qulin	Butler	13148 State Hwy 53, Qulin, MO 63961	Rte. 53, 0.2 Mi. N of Rte. N
Rolla	Phelps	10201 CR 8110, Rolla, MO 65401	Sally Rd. 0.5 Mi. N. of Bus. Lp I-44
Salem	Dent	Route 1, Box 2785, Salem, MO 65560	Rt. 19 South at Truman Street
St. James	Phelps	7855 Hwy 8 East, St. James, MO 65559	Rt. 63 1.5 Mile South of Rt. DD
St. Robert	Pulaski	115 Plattner Ave., St. Roberts, MO 65583	Bus Lp. I-44 0.5 mi. West of Rt. YY
Ste. Genevieve	St. Genevieve	17651 Hwy 32, Ste. Genevieve, MO 63670	Rte. 32, 0.5 Mi. W of I-55
Steelville	Crawford	69 E. Highway 8, Steelville, MO 65565	Rt. 8 0.5 Mile East of Rt. 19
Sikeston	Scott	111 Edwards Street, Sikeston, MO 63801	Rte. 62, 1.25 Mi. W of I-55
Silva	Wayne	301 Main Street, Silva, MO 63964	Rte. 67, 0.2 Mi. S of Rte. 34
Summersville	Texas	235 S. Hwy 17, Summersville, MO 65571	Rt. 17 0.3 Mile South of Rt. 106
Van Buren	Carter	HCR 1, Box 99, Van Buren, MO 63965	Rt. 60 Approx. 2 mile East of Rt. 63
West Plains	Howell	1287 CR 8690, West Plains, MO 65775	63 Bypass 0.4 Mile South of Rt. ZZ
Willow Springs	Howell	3956 E. Main, Willow Springs, MO 65793	Rt. 60 0.4 Mile East of Rt. 60/63 So.
Winona	Shannon	106 Industrial Drive, Winona, MO 65588	Rt. 19 - 1 Mile North of Rt. 60



**APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP**

(a separate affidavit is required for each owner and general partner)

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is \_\_\_\_\_, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the \_\_\_\_\_ of \_\_\_\_\_, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

- a United States citizen.
- An alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

\_\_\_\_\_  
Affiant Signature

\_\_\_\_\_  
Affiant’s Social Security Number or  
Applicable Federal Identification Number

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires:

# VENDOR INFORMATION & PREFERENCE CERTIFICATION FORM

## VENDOR INFORMATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

Vendor Name/Mailing Address:  Email Address:	Vendor Contact Information (including area codes): Phone #: Cellular #: Fax #:
Printed Name of Responsible Officer or Employee:	Signature:
For Corporations - State in which incorporated:	For Others - State of domicile:

If the address listed in the Vendor Name/Mailing Address block above is not located in the State of Missouri, list the address of Missouri offices or places of business:

*If additional space is required, please attach an additional sheet and identify it as Addresses of Missouri Offices or Places of Business.*

**M/WBE INFORMATION:** List all certified Minority or Women Business Enterprises (M/WBE) utilized in the fulfillment of this bid. Include percentages for subcontractors and identify the M/WBE certifying agency:

<u>M/WBE Name</u>	<u>Percentage of Contract</u>	<u>M/WBE Certifying Agency</u>

*If additional space is required, please attach an additional sheet and identify it as M/WBE Information.*

## PREFERENCE CERTIFICATION

(All Bidders Must Furnish ALL Applicable Information Requested Below)

**GOODS/PRODUCTS MANUFACTURED OR PRODUCED IN USA:** If any or all of the goods or products offered in the attached bid which the bidder proposes to supply to the MHTC are not manufactured or produced in the "United States", or imported in accordance with a qualifying treaty, law, agreement, or regulation, list below, by item or item number, the country other than the United States where each good or product is manufactured or produced.

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

*If additional space is required, please attach an additional sheet and identify it as Location Products are Manufactured or Produced.*

**MISSOURI SERVICE-DISABLED VETERAN BUSINESS:** Please complete the following if applicable. Additional information may be requested if preference is applicable. See below definitions for qualification criteria:

**Service-Disabled Veteran** is defined as any individual who is disabled as certified by the appropriate federal agency responsible for the administration of veterans' affairs.

**Service-Disabled Veteran Business** is defined as a business concern:

- a. Not less than fifty-one (51) percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than fifty-one (51) percent of the stock of which is owned by one or more service-disabled veterans; and
- b. The management and daily business operations of which are controlled by one or more service-disabled veterans.

<u>Veteran Information</u>	<u>Business Information</u>
Service-Disabled Veteran's Name (Please Print)	Service-Disabled Veteran Business Name
Service-Disabled Veteran's Signature	Missouri Address of Service Disabled Veteran Business

## STANDARD SOLICITATION PROVISIONS

- a. The solicitation for the procurement of the supplies referenced therein, to which these “Standard Bid Provisions, General Terms and Conditions and Special Terms and Conditions” are attached, is being issued under, and governed by, the provisions of Title 7 – Missouri Department of Transportation, Division 10 – Missouri Highways and Transportation Commission, Chapter 11 – Procurement of Supplies, of the Code of State Regulations. The Missouri Highways and Transportation Commission (**MHTC**), acting by and through its operating arm, the Missouri Department of Transportation (**MoDOT**), draws the Bidder’s attention to said 7 CSR 10-11 for all the provisions governing solicitation and receipt of bids/quotes and the award of the contract pursuant to this solicitation.
- b. All bids/quotes must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

### GENERAL TERMS AND CONDITIONS

#### Definitions

Capitalized terms as well as other terms used but not defined herein shall have the meaning assigned to them in section 7 CSR 10-11.010 Definition of Terms.

#### Nondiscrimination

- a. The Contractor shall comply with all state and federal statutes applicable to the Contractor relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).
- b. Sanctions for Noncompliance: In the event of the Contractor’s noncompliance with the nondiscrimination provisions of this contract, MHTC 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, the Bidder 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 bid response, and (3) the MHTC’s acceptance of the bid by post-award contract or purchase order.
- 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 notice to proceed and/or purchase order.

#### 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. 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.
- b. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri, Missouri Department of Revenue, 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 MHTC a copy of their current Authority Certificate from the Secretary of State of the State of Missouri and/or a copy of their Certificate of No Tax Due from the Missouri Department of Revenue.
- c. 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 MHTC a copy of their current Transient Employer Certificate from the Missouri Department of Revenue, in addition to a copy of their current Authority Certificate from the Secretary of State of the State of Missouri.

#### Executive Order

**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, preferences shall be applied in accordance with 7 CSR 10-11.020(7). Contractors should apply the same preferences in selecting subcontractors. The attached document entitled “**VENDOR INFORMATION AND PREFERENCE CERTIFICATION FORM**” must be completed and returned with the solicitation documents.

Bidders are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Bidders are encouraged to obtain 10% MBE and 5% WBE participation.

### **Cancellation of Contract**

The MHTC may cancel the Contract at any time for a material breach of contractual obligations or for convenience by providing 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.

### **Bankruptcy or Insolvency**

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntarily, or upon the appointment of a receiver, trustee, or assignee, for the benefit of creditors, the Commission reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Contractor responsible for damages.

### **Warranty**

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 the MHTC, (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.

### **Status of Independent Contractor**

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.

### **Non-Waiver**

If one of the parties agrees to waive its right to enforce any term of this Contract, that party does not waive its right to enforce such term at any other time or to enforce any or all other terms of this Contract.

### **Indemnification**

The Contractor shall defend, indemnify and hold harmless MHTC, 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 Contractor's performance of its obligations under the contract awarded pursuant to this solicitation.

## **SPECIAL TERMS AND CONDITIONS**

### **Tax Exempt Status:**

MHTC 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 Project Tax Exemption Certificate will be furnished to the successful Bidder upon request if applicable.

### **Insurance**

The Contractor shall maintain or cause to be maintained at Contractor's own expense commercial general liability, automobile liability, worker's compensation insurance against negligent acts, errors or omissions of the Contractor, or its subcontractors and anyone directly or indirectly employed by any of them. Any insurance policy required as specified in this Section shall be written by a company that is licensed and authorized to issue such insurance in the state of Missouri and shall provide insurance coverage for not less than the following limits of liability:

- 1) General Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 2) Automobile Liability: Not less than \$500,000 for any one person in a single accident or occurrence, and not less than \$3,000,000 for all claims arising out of a single occurrence;
- 3) Missouri State Workmen's Compensation policy or equivalent in accordance with state law.

Upon request from the Commission, the Contractor shall provide the Commission with certificates of insurance evidencing the required coverage and that such insurance is in effect.

### **Prohibition Of Employment Of Unauthorized Aliens:**

a. Non-employment of Unauthorized Aliens: Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:

- 1) By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation documentation consisting of **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at [http://www.dhs.gov/files/programs/qc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/qc_1185221678150.shtm)
- 2) By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

b. Proof of Lawful Presence For Sole Proprietorships and Partnerships: If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo.

**Permits, Licenses and Safety Issues**

The contract price shall include any necessary permits and licenses required by law incidental to the work. Local ordinances requiring building permits are not applicable to state agencies.

**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 MoDOT or for failure on the part of the Contractor to comply with any of the provisions of the Contract.
- b. If MoDOT 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. MoDOT 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.
- c. Normal rainfall is not considered a cause qualifying for an extension of time. Claim for extension of time for all causes must be submitted by the Contractor in writing within **30 Days** after the claimed cause for the delay has ceased to exist.

**Preferences**

- a. 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.**
- b. By virtue of statutory authority, RSMo 34.074, a preference will be given all contracts for the performance of any job or service to service disabled veteran business either doing business as Missouri firms, corporations, or individuals; or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less or whenever competing bids, in their entirety, are comparable. 1) If attached, the document entitled **"MISSOURI SERVICE-DISABLED VETERAN PREFERENCE"** should be completed and returned with the solicitation documents.

**Within ten (10) business days of notification, the Bidder will need to provide a copy of his/her Certificate of Insurance showing coverage, in the amounts required above, prior to the issuance of any contract or initial purchase order by the Missouri Department of Transportation (MoDOT). MoDOT reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Bidder's inability to provide this documentation will result in his/her bid being rejected. MoDOT shall be listed as a "Certificate Holder" on the Certificate of Insurance with the following mailing address:**

**Missouri Department of Transportation  
Southeast District - Willow Springs  
Procurement Division  
Attn: Carmella Green, CPPB  
908 Springfield Road, P.O. Box 220  
Willow Springs, MO 65793`**