

Date Bids Due 12/9/2015		Time of Bid Opening 1:00 PM	Bid Opening Location Purchasing, Ames, IA	
Proposal Number 15490	Description OIL - LUBRICATING			
Contract to Begin 1/1/2016	Date of Completion 6/30/2016	Proposal Guaranty Amount \$0.00	Liquidated Damages \$0.00	
Purchasing Agent Jean Gustafson	E-Mail Address jean.gustafson@dot.iowa.gov	Phone 515-239-1173	Fax 515-239-1538	
Company Name			Federal Tax ID	
Street Address		City	State	Zip Code
Supplier Contact (type or print)	E-Mail Address	Phone	Fax	
Supplier agrees to sell items/services at the same prices under the same terms and conditions to any other state agency, Regent or Political Subdivision upon request. Please check Yes or No. <input type="checkbox"/> YES <input type="checkbox"/> NO		Are you a Iowa Targeted Small Business? <input type="checkbox"/> YES <input type="checkbox"/> NO		

GENERAL INFORMATION

This bid proposal includes the Bid Response cover page, Schedule of Prices, Standard Terms and Conditions, Supplemental terms (if any), specifications, mailing label and all other information needed to prepare a bid response. Information in the "Bid Response" above must be typed or completed in ink, signed, and returned in a flat style envelope along with any other information required in the bid proposal prior to the bid opening date and time. Please use the furnished mailing label, or label the bid response as "Iowa Department of Transportation, proposal number & letting date" on the outside of the return envelope. Bidders may personally deliver, mail, or select a carrier that ensures timely delivery. **Faxed or e-mail bids will not be accepted.**

If required, each bid response must be accompanied by a proposal guaranty in an accepted form, in the sum indicated above. Refer to the Standard Terms and Conditions for the accepted forms in which the proposal guaranty requirement may be fulfilled. **Bids lacking a required proposal guaranty will not be considered for award.** If the intended awarded bidder fails to enter into a formal contract within fifteen (15) days after award is made for any reason on their part, the proposal guaranty may be retained by the State.

PROPOSAL STATEMENT

The entire contents of this Proposal, Addendums to the Proposal, Specifications, Supplemental Terms and Conditions, Standard Terms and Conditions, and Schedule of Prices shall become part of the contract.

We promise to furnish all materials, equipment and/or services specified, in the manner and the time prescribed, at prices hereinafter set out.

We certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a bid; that this bid has been independently arrived at without collusion with any other bidder, competitor, or potential competitor; and that this bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.

We certify that all materials, equipment and/or services proposed meet or exceed the specifications and will be supplied in accordance with the entire contents of this proposal.

We promise to complete the contract within the contract period, or pay any liquidated damages, if stipulated, for each calendar day as set forth in the bid documents.

Signed: _____

Date: _____



Schedule Of Prices

Number **15490**
 Date Required **12/09/2015 1:00 PM**

Title **OIL - LUBRICATING**
 Delivery Location **AMES, IA 50010**
 Shipping Terms **FOB Destination/Freight Prepaid**

Vendor
 PA Name **Jean Gustafson**
 Phone **515-239-1173**
 E-Mail **jean.gustafson@dot.iowa.gov**

Description

Product Availability Days: _____

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1 HEAVY DUTY LUBRICATING OIL						
1.1	1,008	QT	OIL LUBRICATING GAS ENGINE SAE 5W-20 QUART BOTTLE MUST MEET SERVICE DESIGNATION "GF-5/SN" Does this product qualify as re-refined? _____ Yes* _____ No _____ % *If yes, please provide documentation. Brand Bid _____ Product # _____ Stock #: 015-019020			
Comments:						
1.2	8	DRUM	OIL LUBRICATING GAS ENGINE SAE 5W-20 30 GALLON DRUM MUST MEET SERVICE DESIGNATION "GF-5/SN" Does this product qualify as re-refined? _____ Yes* _____ No _____ % *If yes, please provide documentation. Brand Bid _____ Product # _____ Stock #: 015-019030			
Comments:						
1.3	480	QT	OIL LUBRICATING GAS ENGINE SAE 5W-30 QUART BOTTLE MUST MEET SERVICE DESIGNATION "GF-5/SN" Does this product qualify as re-refined? _____ Yes* _____ No _____ % *If yes, please provide documentation. Brand Bid _____ Product # _____ Stock #: 015-019050			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
1.4	10	DRUM	<p>OIL LUBRICATING GAS ENGINE SAE 5W-30 30 GALLON DRUM MUST MEET SERVICE DESIGNATION "GF-5/SN"</p> <p>Does this product qualify as re-refined? _____ Yes* _____ No _____%</p> <p>*If yes, please provide documentation.</p> <p>Brand Bid _____</p> <p>Product # _____</p> <p>Stock #: 015-019100</p>			
Comments:						
1.5	120	QT	<p>OIL LUBRICATING GAS ENGINE SAE 10W-30 QUART BOTTLE MUST MEET SERVICE DESIGNATION "GF-5/SN"</p> <p>Does this product qualify as re-refined? _____ Yes* _____ No _____%</p> <p>*If yes, please provide documentation.</p> <p>Brand Bid _____</p> <p>Product # _____</p> <p>Stock #: 015-019225</p>			
Comments:						
1.6	300	DRUM	<p>OIL LUBRICATING DIESEL ENGINE SAE 15W-40 55 GALLON DRUM PREMIUM, MADE FROM GROUP II BASE STOCK (BASE STOCK COMPOSITION TO BE 100% GROUP II) MUST MEET API "CJ-4/SM" SERVICE DESIGNATION-SUITABLE NEW 2007 EMISSION DPF EQUIPPED DIESEL ENGINES.</p> <p>Does this product qualify as re-refined? _____ Yes* _____ No _____%</p> <p>*If yes, please provide documentation.</p> <p>Brand Bid _____</p> <p>Product # _____</p> <p>Stock #: 015-019300</p>			
Comments:						
1.7	120	QT	<p>OIL LUBRICATING GAS ENGINE DEXOS1 5W-30 Qts. Full Synthetic MUST MEET API "SN" AND ILSAC "GF-5" SERVICE DESIGNATIONS.</p> <p>Does this product qualify as re-refined? _____ Yes* _____ No _____%</p> <p>*If yes, please provide documentation.</p> <p>Brand Bid _____</p> <p>Product # _____</p> <p>Stock #: 015-019105</p>			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
2 HYPOID DIFFERENTIAL OIL						
2.1	8	DRUM	<p>HYPOID DIFFERENTIAL OIL SAE 80W-90 30 GALLON DRUM MUST MEET API SERVICE DESIGNATION "GL-5"</p> <p>Does this product qualify as re-refined? _____ Yes* _____ No _____ %</p> <p>*If yes, please provide documentation.</p> <p>Brand Bid _____</p> <p>Product # _____</p> <p>Stock #: 015-023501</p>			
Comments:						
3 TRACTOR FLUID						
3.1	60	DRUM	<p>OIL HYDRAULIC TRANSMISSION FLUID (HTF) 55 -GAL.DRUM 55 GALLON DRUM- ****MUST BE DYED TYPICAL AND EXPECTED GREEN COLOR**** LATE MODEL TRACTOR COMBINATION HYDRAULIC/DIFFERENTIAL/SET BRAKE SYSTEMS. MEETING JOHN DEERE J20C PERFORMANCE SPECIFICATION.</p> <p>Does this product qualify as re-refined? _____ Yes* _____ No _____ %</p> <p>*If yes, please provide documentation.</p> <p>Brand Bid _____</p> <p>Product # _____</p> <p>Stock #: 015-022851</p>			
Comments:						
4 HYDRAULIC ANTI-WEAR ALL WEATHER ISO46						
4.1	36	CTN	<p>OIL HYDRAULIC ANTI-WEAR ALL WEATHER ISO46 5GAL MUST MEET THE FOLLOWING SPECIFICATIONS ISO46-(MULTI-VISCOSITY) VICKERS M-2950-S, I-286-S VISCOSITY INDEX MUST BE 140+ POUR POINT MUST BE -40+</p> <p>Does this product qualify as re-refined? _____ Yes* _____ No _____ %</p> <p>*If yes, please provide documentation.</p> <p>Brand Bid _____</p> <p>Product # _____</p> <p>Stock #: 015-017050</p>			
Comments:						
5 AUTOMATIC TRANSMISSION FLUID						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
5.1	120	DRUM	OIL AUTO TRANS. DEXRON ATF III 55-GAL/DRUM 55 GALLON DRUM *****MUST BE DYED TYPICAL AND EXPECTED RED COLOR ***** MUST MEET OLD DEXRON III/MERCON SPECIFICATIONS. Brand Bid _____ Product # _____ Stock #: 015-022711			
Comments:						
6	SYNTHETIC OIL PRODUCTS					
6.1	40	CTN	SYNTHETIC TRANSMISSION OIL SAE 50W PACKAGING CAN BE: 2-2.5 GAL. JUGS IN CARTON OR 5 GAL. PAIL. FORMULATION MUST BE QUALIFIED AGAINST EATON ROADRANGER AND ROCKWELL EXTENDED WARRANTY AND EXTENDED DRAIN SPECIFICATIONS. MUST MEET API "MT-1" SERVICE DESIGNATION. Brand Bid _____ Product # _____ Stock #: 015-019361			
Comments:						
6.2	60	CTN	SYNTHETIC DIFFERENTIAL OIL SAE 75W-90 PACKAGING CAN BE: 2-2.5 GAL. JUGS IN CARTON OR 5 GAL. PAIL. FORMULATION MUST BE QUALIFIED AGAINST EATON ROADRANGER AND ROCKWELL EXTENDED WARRANTY AND EXTENDED DRAIN SPECIFICATIONS. MUST MEET API "GL-5" SERVICE DESIGNATION. Brand Bid _____ Product # _____ Stock #: 015-024000			
Comments:						

Item	Qty	Unit	Description	Part #	Unit Price	Total Price
6.3	8	KEG	SYNTHETIC DIFFERENTIAL OIL SAE 75W-90 16 GAL. KEG 16 GAL. KEG FORMULATION MUST BE QUALIFIED AGAINST EATON ROADRANGER AND ROCKWELL EXTENDED WARRANTY AND EXTENDED DRAIN SPECIFICATIONS. MUST MEET API "GL-5" SERVICE DESIGNATION. Does this product qualify as re-refined? _____ Yes* _____ No _____% *If yes, please provide documentation. Brand Bid _____ Product # _____ Stock #: 015-024500			

Comments:

I HEREBY CERTIFY THAT THIS PROPOSAL MEETS OR EXCEEDS THE MINIMUM REQUIREMENT INCLUDING SPECIFICATIONS AND ADDENDUMS.

Signature: _____ Date: _____



**Iowa Department of Transportation
Standard Terms and Conditions For
Bid Proposals/Contracts
-FORMAL-**

Formal is the procurement process required by Iowa law when the estimated, aggregate amount of the purchase equals or exceeds \$50,000.

The entire contents of this bid proposal shall become a part of a contract or purchase order. In case of a discrepancy between the contents of the bid documents, the following items listed by descending order shall prevail:

- Addendums to the bid proposal
- Bid Proposal-
- Schedule of Prices
- Specifications
- Plans and Drawings
- Supplemental Terms and Conditions
- Standard Terms and Conditions

(Example - if a statement in the specifications contradicts a statement in the Standard Terms and Conditions, the statement in the specifications shall apply)

Preparation of Bid Response: All bid responses must address all aspects of the proposal including clearly answering all questions within the proposal. Bid responses must be typed or completed in ink and submitted on the forms supplied by the Iowa DOT.

Bid responses must be signed and received prior to the bid opening date and time as indicated on the Bid Response cover page or bid opportunity. The signed, submitted quotation or bidder's proposal shall become the official bid response to be considered for award.

No email, fax or web link bid responses will be accepted. Bid Responses must be signed, sealed and delivered in person or by a mail courier that ensures timely delivery.

A. Bid Proposal

1. **Bid Opening:** Bid openings are made public and conducted at the Iowa DOT, Ames complex unless otherwise specified. Proposals received after the time of the bid opening will be returned unopened and considered non-compliant.
2. **Communications:** Questions concerning this proposal should be directed to the purchasing agent listed on the bid proposal. Inquiries can be written, phoned, or faxed. In all cases, written communication will take precedence over verbal communication
3. **Proposal Guarantee:** If required, the bid response page will indicate the amount required to be included in the bid response. A Proposal Guarantee can be supplied in one of the following ways: **(1)** Certified check or credit union certified share draft, cashier's check, or bank draft, drawn on a solvent bank or credit union. Certified checks and certified share drafts shall be drawn and endorsed in the amount indicated. Checks or drafts shall be made payable either to the Iowa Department of Transportation (Iowa DOT) or to the bidder. If payable to the bidder, the check or draft shall be endorsed without qualifications to the Iowa DOT by the bidder or an authorized agent. **(2)** An insurance or surety company may be retained to provide a bond in fulfillment of the proposal guarantee requirement. A properly completed and signed copy of the Proposal Guarantee (*Form 131084*) must accompany the bid. **The Iowa DOT's Proposal Guarantee form must be used; no other forms or formats will be accepted.**
4. **Pricing and Discount:** Unit prices shown on the bid/response shall be quoted as the price per unit (e.g., gal., case, each, etc.) as stated in the bid proposal. If there is a discrepancy between the unit bid prices, extension, or total amount of bid, the unit prices shall prevail. Unless otherwise indicated, prices shall be firm for the duration of the contract or purchase. Discounts for early payment are allowed, but not considered in award of the contract.

5. **Acceptance/Rejection:** The Iowa DOT reserves the right to accept or reject any or all bids and to waive irregularities or technicalities, provided such waiver does not substantially change the offer or provide a competitive advantage to any supplier(s). The Iowa DOT also reserves the right to accept that bid which is deemed to be in the best interests of the state. Any unauthorized changes, additions, or conditional bids including any ties to another bid or proposal or any reservations about accepting an award or entering into a contract, may result in rejection of the bid. Bids must remain available for award for thirty (30) days from date of bid opening.
6. **Bid Results & Disclosure:** Bid tabulations will be posted on the Iowa DOT website at www.iowadot.gov/purchasing under the *Bid Award* link referencing the proposal number with an award recommendation indicated. At the conclusion of the selection process, the contents of all received bid responses will be placed in the public domain and be open to inspection by interested parties, according to state law. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.
7. **Quality:** All material shall be new and of first quality. Items which are used, demonstrators, refurbished, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Iowa DOT.
8. **Recycled Content:** The Iowa Code encourages purchase of products and materials with recycled content, including but not limited to paper products, oils, plastic products, compost materials, aggregate, solvents, and rubber products. Recycled items or alternatives must be noted in the bid response, if known.
9. **Shipping Terms:** Deliveries shall be F.O.B. Destination unless otherwise specified. All deliveries shall be accompanied by a packing slip indicating the Supplier, quantities shipped, and the purchase order number(s). All delivery charges shall be included in the bid price and paid by the Supplier. No collect C.O.D. deliveries shall be accepted. When entering into a contract, the Supplier shall notify the freight company that all freight and delivery charges are to be prepaid by the Supplier. Goods delivered to the Iowa DOT Distribution Center at 800 Lincoln Way, Ames, IA shall be received between the hours of 7:00 a.m. and 3:00 p.m. on any day except Saturday, Sunday, or a holiday. For deliveries to other Iowa DOT locations, the Supplier may contact the destination location for available times to deliver as not all Iowa DOT locations have the same business hours. The Iowa DOT will not be liable for any freight claims or unpaid freight bills arising from contract or purchase order issues.

B. Award

The binding agreement (award) may be issued in the form a purchase order or contract or both depending on the requirements and complexity of the agreement.

1. **Method of Award:** Award shall be made to the lowest responsible, responsive bidder whose bid meets the requirements of the solicitation and is the most advantageous to the Iowa DOT unless otherwise specified. An Iowa bidder will be given preference over an out-of-state bidder when bid responses are equal in all aspects and are tied in price. By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa.
2. **Award Protests:** Protests of award recommendations are to be addressed to the Director of Purchasing, and shall be made in accordance with paragraph 761--20.4(6)"e" of the Iowa Administrative Code.
3. **Contracts:** Successful contractor(s) may be sent either a formal Contract, Notification of Award or purchase order as confirmation of acceptance and award. Any of these binding agreements shall be for the term stated in the bid proposal or on a purchase order and may be renewed for additional period(s) under the same terms and conditions upon mutual agreement as defined. The successful bidder may not assign a contract to another party without written authorization from the Iowa DOT Purchasing Section. A service contract, including all optional renewals, shall not exceed a term of six years unless a state agency obtains a waiver of this provision pursuant to rule 11-118-11(3).
4. **Consumer Price Index (CPI-U):** A CPI may be allowed as specified in the terms of the Bid Proposal and at the discretion of the Iowa DOT based on currently posted CPI-U, US City Average, All Items – non seasonally adjusted unless otherwise specified. This applies each of any subsequent renewals, extensions, amendments issued under the contract for the duration of the contract.

5. **Payment Terms:** The Iowa DOT typically pays properly submitted vendor invoices within thirty (30) days of receipt, providing goods and/or services have been successfully delivered, installed or inspected (if required), and accepted. Invoices presented for payment must be only for quantities received by the Iowa DOT and must reference the purchase order number to be submitted for processing.
6. **Default (Supplier):** Failure of the Supplier to adhere to specified delivery schedules or to promptly replace rejected materials shall render the Supplier liable for all costs in excess of the bid price when alternate procurement is necessary. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the binding agreement.
7. **Default (Contractor):** Failure of a Contractor other than a Supplier to meet any specified project completion deadline shall render the Contractor liable for all costs incurred by the Iowa DOT that were: a) necessary to meet said deadline; or b) necessary to complete said project after said deadline. This shall not be the exclusive remedy and the Iowa DOT reserves the right to pursue other remedies available to it by law or under the terms of the agreement.

C. General

1. **Administrative Rules:** For Additional details on the rules governing the actions of the Iowa DOT Purchasing Section, refer to 761 IAC, Chapter 20, Iowa Administrative Code, entitled "Procurement of Equipment, Materials, Supplies and Services".
2. **Affirmative Action:** The Contractor (and also subcontractor, vendor or supplier) is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the Iowa Department of Management, pertaining to equal employment opportunity and affirmative action. Contractor may be required to have on file a copy of their affirmative action program, containing goal and time specifications. Contractors doing business with Iowa in excess of \$5,000 annually and employing 50 or more full time employees may be required to file with the Iowa Department of Management a copy of their affirmative action plan. Failure to fulfill these non-discrimination requirements may cause the contract to be canceled and the contractor declared ineligible for future state contracts or subject to other sanctions as provided by law or rule.
3. **Applicable Law:** The contract shall be governed under the laws of the State of Iowa. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of a contract and which in any manner affect the work or its conduct. Any legal action relating to a contract shall only be commenced in the Story County, Iowa, District Court or the United States District Court for the Southern District of Iowa.
4. **Conflict of Interest:** No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract issued by the Iowa DOT, see Code of Iowa 314.2.
5. **Debarment and Vendor Suspension:** By submitting a proposal, the contractor is certifying that it and its principals and/or subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the State of Iowa or any Federal department or agency.
6. **Equal Opportunity:** Firms submitting bids must be an "Equal Opportunity Employer" as defined in the Civil Rights Act of 1964 and in Iowa Executive Order Number Thirty-four.
7. **Infringement:** Goods shall be delivered free of the rightful claim of any third party by way of infringement. Contractor shall indemnify and save harmless the State of Iowa and the Iowa DOT against all claims for infringement of, and/or royalties claimed under, patents or copyrights on materials and equipment furnished under this bid.
8. **Iowa Open Records Law:** All Bid Responses are subject to terms and provisions of Iowa Code Chapter 22 Examination of Public Records (Open Records), specifically 22.7- Confidential Records.
9. **Records Audit:** The contractor agrees that the Auditor of the State of Iowa or any authorized representative of the state, and where federal funds are involved, the Comptroller General of the U.S. Government, shall have access to and the right to examine, audit, excerpt, and transcribe any directly pertinent books, documents, papers, and records of the contractor relating to orders, invoices, or payments of a contract or purchase order.

10. **Targeted Small Businesses:** The Iowa DOT seeks to provide opportunities for women and/or minority small business enterprises. To apply for certification as an Iowa Targeted Small Business, contact the Iowa Department of Inspection and Appeals (515-281-5796). Contractors shall take documented steps to encourage participation from Targeted Small Businesses for the purpose of subcontracting and supplying of goods or services or both.

11. **Taxes:** Prices quoted shall not include state or federal taxes from which the state is exempt. Exemption certificates will be furnished upon request.

12. **Termination:**

- **Termination Due to Lack of Funds or Change in Law**

The Iowa DOT shall have the right to terminate this Contract without penalty by giving thirty (30) days written notice to the vendor as a result of any of the following:

- Adequate funds are not appropriated or granted to allow the Iowa DOT to operate as required and to fulfill its obligations under contract.
- Funds are de-appropriated or not allocated or if funds needed by the Iowa DOT, at the Iowa DOT's sole discretion, are insufficient for any reason.
- The Iowa DOT's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Iowa DOT.
- The Iowa DOT's duties are substantially modified.

Following a 30 day written notice, the Iowa DOT may terminate a binding agreement in whole or in part without the payment of any penalty or incurring any further obligation to the Supplier. Following termination upon notice, the Supplier shall be entitled to compensation upon submission of invoices and proper proof of claim for goods and services under contract up to and including the date of termination.

**Iowa Department of Transportation
SUPPLEMENTAL TERMS & CONDITIONS
For
Oil – Lubricating
Proposal No.: 15490
Letting Date: December 9, 2015**

Proposal Guarantee

Proposal guarantee is not required on this proposal.

Additional Information

If any additional information is required to properly evaluate the bid, the bidder shall furnish the requested information within three (3) working days after notification from the Purchasing.

Ties and Reservations

No ties and reservations by the bidders are permitted on this proposal.

Samples

Prior to award the department may require a sample to evaluate quality and/or compliance with proposal requirements. If sample is tested and doesn't meet specifications, the cost of the testing will be charged the vendor submitting the product.

Contract Award

Award will be made for any one group or combination of groups. All items within a group must be bid to be considered for a group award.

Contract Period

The successful bidder will be awarded a six (6) month contract with an option to renew for seven (7) additional 6 month periods in 6 month increments. A price adjustment may be allowed on each extension but must not exceed the CPI, PPI, or appropriate index for adjustment. The adjustment must be pre-approved by the Iowa Department of Transportation, Purchasing Section.

Contract Quantities

Estimated quantity is based on previous purchases. It is understood that the Iowa DOT considers this only a best estimate of requirements and makes no firm quantity commitment.

Purchase Orders

Purchase orders will be issued for items as needed throughout the contract period.

Delivery Location

Material shall be delivered to the Iowa Department of Transportation, Distribution Center, Receiving Department, 800 Lincoln Way, Ames, Iowa 50010.

Delivery Requirements

Delivery shall be no later than 30 calendar days after receipt of order. Materials shipped in full pallet quantities shall be stacked and securely banded and/or shrink wrapped on two or four-way entry pallets measuring 48" x 48". Pallets must be structurally adequate to support the load. Height of merchandise plus the pallet must not exceed 60".

Invoicing & Packing List

Each Packing list and invoice must reflect only the merchandise relating to one purchase order. Multiple orders may be shipped together but each order requires individual invoicing and packing list stating purchase order number.

Safety Data Sheets (SDS)

SDS sheets must be returned with contract. Contracts will not be valid and no orders will be issued until SDS sheets are received for each commodity.

Re-refined Oil Preferences

Iowa Code 8A316.2 requires that purchases of lubricating oil and industrial oil be made from the seller whose oil product contains the greatest percentage of recycled (re-refined) oil, unless one of the following circumstances regarding a specific oil product containing recycled (re-refined) oil exists:

- a. The product is not available within a reasonable period of time or in quantities necessary or in container sizes appropriate to meet a state agency's needs.
- b. The product does not meet the performance requirements or standards recommended by the equipment or vehicle manufacturer, including any warranty requirements.
- c. The product is available only at a cost greater than one hundred five percent of the cost of comparable virgin oil products.

Bio-Based Preferences

Iowa Code 8A316.4.a requires the department provide that when purchasing hydraulic fluids, greases, and other industrial lubricants the department or a state agency authorized by the department to directly purchase hydraulic fluids, greases, and other industrial lubricants shall give preference to purchasing bio-based hydraulic fluids, greases, and other industrial lubricants manufactured from soybeans.

Iowa Code 8A316.4.c(1) requires "Bio-based hydraulic fluids, greases, and other industrial lubricants" means the same as defined by the United States Department of Agriculture has not adopted a definition, "bio-based hydraulic fluids, greases, and other industrial lubricants" means hydraulic fluids, greases, and other lubricants containing a minimum of fifty-one percent soybean oil.

**Iowa Department of Transportation
Specifications and Requirements
For
Lubricating Oil**

REQUIRED DOCUMENTS

The successful bidder will be responsible to supply the following documents before an award will be made:

- ISO 9000 Certification documentation.
- A copy of the producers API license and/or trademark use license shall be provided for each exact product proposed.
- A copy of your Product Performance Warranty

The contracting authority will not be responsible for the cost of qualifications required here-in for the right to use API, ILSAC or any other trademarks on all containers allowed by licensing rights.

All engine oil containers **MUST** be marked with the “**API**” and/or “**ILSAC**” service round trademarks on all containers allowed by licensing rights and appropriate SAE viscosity rating.

All differential oil containers **MUST** be marked with the “**API**” Service Designation and “**SAE**” viscosity rating.

REQUIRED DOCUMENTS AND SAMPLES

The successful bidder shall provide the Contracting Authority a Technical Data Sheet or a completed copy of the attached typical properties form and a minimum 1 pint/maximum 1 quart sample for all items recommended for award. The technical data sheets/typical properties forms and samples shall be submitted to the Ames Purchasing Department for each oil before the initial contract shipment is made. The information and samples will not be required for subsequent shipments during the contract period, unless a significant change in formulation is made. Samples of finished oil before shipment are not required. All future tests will be compared to this initial sample. The Iowa DOT reserves the right to perform an audit of quality control & formulation documents at any time with no formal notification to the successful bidder.

METHODS OF TEST

Tests shall be made in accordance with the latest methods adopted by ASTM, when applicable. Inductively Coupled Plasma Spectroscopy (ICP) or Atomic absorption methods will be used to determine metallic elements and monitor additive levels.

INSPECTION

Oils that are recommended for award may be subject to testing prior to contract award. If oil fails to meet specifications, the cost of the test will be charged back to the vendor that submitted the oil. All testing will be done at an independent lab. The successful bidder shall keep control testing records for each lot of oil throughout the contract period, and these records shall be available to the Iowa DOT upon request. The Iowa DOT reserves the right to inspect, sample and test all batches after delivery to Ames. Oil that is found not meeting the specification requirements must be replaced without cost to the Iowa DOT. Oil shipped out to facilities around the state from the warehouse must be picked up at these locations at no cost to the Iowa DOT. Any equipment damage attributed to the supplier's failure

to provide oils and lubricants meeting the specification requirements will be considered the responsibility of the supplier, as outlined in the supplier's Product Performance Warranty. After notification from the Purchasing Section of the Iowa DOT of a problem with product delivered, the bidder will have 48 hours to correct the problem.

METHODS OF MEASUREMENT

Volumes shall be determined on the basis of 15.6° C (60° F). Each container shall be filled with the number of U.S. Standard quarts or gallons specified in the contract and marked on the container.

MARKINGS OF CONTAINERS

The label for marking of containers must contain the following information:

- Producers Name and Address
- Exact Product Name/lubricant type and product sales code number.
- SAE viscosity grade
- API and/or ILSAC grade designation service emblem and/or starburst
- Equipment manufacturer's specification compliance list
- Registered trademark product license number(s)
- Lot number and Date of Manufacture
- Quantity of liquid product contained
- Net weight of filled container
- Handling and safety warnings, including NFPA 4-color placard

A sample of labels for all products bid must be submitted with bid for evaluation and acceptance. They will be held for future reference by receiving dept. when checking in orders. A self-adhesive, weatherproof label must be affixed to all 30 and 55 gallon drum heads. Failure to comply with proper labeling will result in shipment rejection and return of material at vendor's expense, and could ultimately result in contract cancellation.

CONTAINERS FOR LIQUID LUBRICANTS

This specification covers the various shipping containers required for liquid petroleum lubricants. The size and type of container shall be as specified for each product.

DETAILED REQUIREMENTS

Drums shall be unlined new steel or unlined properly reconditioned ***(see end of section)** steel and shall have closed heads. New steel drums shall meet requirements of Federal Specification PPP-D-729, 55-gallon, or PPD-D-705, 30-gallon, for Type II, DOT-17E. (Note: Only 55 gallon and 30 gallon capacity drums will be accepted; i.e. no 33 gallon drums filled with 30 gallons of material will be accepted). All drums shall have a 2-inch filler plug, and a ¾-inch vent plug, located diametrically opposite each other, in the head of the drum. The closures shall be provided with cap seals. There shall be no evidence of leaking when the drums are filled.

Drums found leaking at the time of delivery will be returned for replacement of the drum and contents at no cost to the Contracting Authority.

All containers are non-returnable and become the property of the Iowa Department of Transportation. Barrels **will not** be identifiable as belonging to the Iowa Department of Transportation by **any markings (stenciled Stock Numbers, etc.)**.

*** RECONDITIONING GUIDELINES:**

- Previous contents must have been only lube oils or light petroleum products that can be removed by accepted reconditioning processes.
- Drums that have contained pigmented or odorized products are not acceptable.
- Lacquer linings or inner-coated drums are not acceptable.
- Drums should be reformed, straightening of chimes, to restore integrity and appearance.
- All drums should be cleaned internally by procedures, which include a hot detergent wash, a clean water rinse, and air-drying.
- The interior shall be free of rust, moisture or foreign matter.
- Old paint, rust, labels and other foreign matter must be removed from the drum exterior prior to painting.

REQUIREMENTS FOR RE-REFINED OIL

The Newalta and Safety Kleen re-refining processes are the only processes to date that produce lubricants which meet American Petroleum Institute standards. This process will be required of all Vendors bidding re-refined base stock oil. Documentation of process must be provided for each product to be considered re-refined. Percent of re-refined content shall be listed on Schedule of Prices where indicated.

VISCOSITY REQUIREMENTS

The oils must meet the following properties for the respective grades.

<u>SAE Viscosity</u>	<u>5W20</u>	<u>5W30</u>	<u>10W30</u>	<u>15W40</u>
Viscosity at 100°C				
Kinematic cSt				
Minimum	5.6	9.3	9.3	12.5
Maximum	9.3	12.5	12.5	16.3

Bidder _____

SEALED BID

LETTING DATE: December 9, 2015
PROPOSAL NO: 15490
PROPOSAL DESCRIPTION: OIL - LUBRICATING

Iowa Department of Transportation
PURCHASING - SEALED BID PROPOSAL
800 Lincoln Way
Ames, IA 50010