

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The Original Signed Bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>RS901113</b>	OPENING DATE (1:00 p.m.) <b>SEPTEMBER 28, 2012</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395 Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>GDC098</b>	BID NOTICE DATE <b>SEPTEMBER 7, 2012</b>	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD) <input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". ____%, ____ Days, Net 30 Days			
PARTICIPATING AGENCY(IES): ALL STATE AGENCIES, AND PROPERLY REGISTERED COUNTIES, TOWNSHIPS, MUNICIPAL CORPORATIONS, REGIONAL TRANSIT AUTHORITIES, REGIONAL AIRPORT AUTHORITIES, PORT AUTHORITIES, SCHOOL DISTRICTS, CONSERVANCY DISTRICTS, TOWNSHIP PARK DISTRICTS AND PARK DISTRICTS, PURSUANT TO SECTION 125.04(B) OF THE OHIO REVISED CODE, THE COOPERATIVE PURCHASING ACT. STATE UNIVERSITIES, STATE VOCATIONAL SCHOOLS, STATE COMMUNITY COLLEGES OR OTHER INSTITUTIONS OF HIGHER EDUCATION MAY USE THESE CONTRACTS. SUCH USE, HOWEVER, IS BASED UPON EACH ENTITY'S PROCUREMENT AUTHORITY.			
<b>MINORITY SET-ASIDE BID IN ACCORDANCE WITH ORC CH. 125.081</b>			
THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES, IS SOLICITING BIDS FOR:			
<b>OILS, LUBRICANTS, ANTIFREEZE</b>			
<b>TERM OF CONTRACT:</b> This Invitation to Bid is to establish a requirements contract to procure the described supplies or services on behalf of the above participating agency(ies). The agency(ies) may place orders against the Contract beginning 11/01/12 or upon the date when DAS signs the Contract, whichever is later in time. The Contract will expire 10/31/15 unless DAS terminates the Contract based upon reasons set forth in Article I-C of the Standard Contract Terms and Conditions. No agencies may place purchase orders against the Contract beyond the expiration date unless DAS renews the Contract by amendment. The Contractor may begin performance under the Contract only upon receipt of a valid order from a participating state agency.			
<b>INSTRUCTIONS TO BIDDERS AND CONTRACT TERMS AND CONDITIONS,</b> Revised 09/2012, are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</a> . All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.			
By submitting this Invitation to Bid, the Contractor certifies that Contractor has truthfully disclosed the location(s) where all services are to be performed; the location(s) where all applicable State contract data is to be maintained or made available; and the principal location of business for the Contractor and all subcontractors. The Contractor further certifies and acknowledges that Contractor will not change the country of the location(s) where services are performed and will not change the country of the location(s) where data is maintained or made available without prior written consent of the State.			
Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.ohio.gov/procure">www.ohio.gov/procure</a> . All questions should be submitted a minimum of five (5) working days prior to the bid opening date.			
PRINTED/TYPED SIGNATURE	AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)		DATE

The ORIGINAL signed Bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m., on the above listed opening date to receive consideration for award. It is requested that the Bidder NOT sign their bid in BLACK ink. BIDDER CERTIFIES, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.

## REQUIRED CERTIFICATION FOR BIDDING

Those bidders claiming preference for Domestic Source End Products and/or the Ohio preference, pursuant to Revised Code Sections 125.09 and 125.11 and Administrative Code Section 123:5-1-06 must complete the following information. Bidders who qualify as an "Ohio" bidder (offer an Ohio product or who have significant Ohio economic presence) or who qualify as a Border State bidder are eligible to receive a five percent (5%) preference over non-Ohio/Border state bidders. The state reserves the right to clarify any information during the evaluation process. **BIDDERS MUST COMPLETE THIS CERTIFICATION TO RECEIVE THE PREFERENCE.**

**A. DOMESTIC PREFERENCE (BUY AMERICA):** [Not applicable to **"Excepted Products"**]

- Where is each product/services being offered mined, raised, grown, produced or manufactured?  
 United States: \_\_\_\_\_ (State)     Canada     Mexico    (Go to B-1)  
 Other: (Specify Country) \_\_\_\_\_ (Go to A-2)
- End product is manufactured outside the United States and at least 50% of the cost of its components are produced, mined, raised, grown or manufactured within the United States. The cost of components may include transportation costs to the place of manufacture and, in the case of components of foreign origin, duty whether or not a duty free entry certificate is issued.  
 Yes (Go to Section B-1)     No (Go to Section A-3)
- The Bidder hereby certifies that each end product, except the products listed below, is a domestic source end product as defined in the Buy America Act and that components of unknown origin have been considered to have been mined, produced, grown or manufactured outside the United States.  
\_\_\_\_\_(Item) \_\_\_\_\_(Country of Origin)  
\_\_\_\_\_(Item) \_\_\_\_\_(Country of Origin)

A domestic end source product is deemed to be excessively priced if it exceeds the cost of the foreign product by more than 6%. Pursuant to FAR, Part 25, the state of Ohio does not acquire supplies or services that cannot be imported lawfully into the United States. The contractor, their subcontractor(s) and any agent of the contractor or subcontractor must not acquire any supplies or services originating from sources within, or that were located in or transported from or through Cuba, Iran, Iraq, Libya, North Korea, Sudan Territory of Afghanistan controlled by the Taliban, or Serbia (excluding the territory of Kosovo).

**B. OHIO PREFERENCE (BUY OHIO):**

- The products/services being offered are raised, grown, produced, mined or manufactured in Ohio.  
 Yes (Go to C)     No (Go to B-2)
- Bidder has significant economic presence within the state of Ohio.     Yes (Answer a, b, c, d below)     No (Go to B-3)
  - Bidder has paid the required taxes due the state of Ohio     Yes     No
  - Bidder is registered with the Ohio Secretary of State  
 Yes (Charter/Registration No.: \_\_\_\_\_)     No  
Questions regarding registration should be directed to (614) 466-3910 or visit their web site at:  
<http://www.sos.state.oh.us/>
  - Bidder has ten or more employees based in Ohio or border state.     Yes     No (Go to B-2d)
  - Bidder has seventy-five percent or more employees based in Ohio or border state.     Yes     No (Go to B-3)
- Border state bidder:  
 Yes (Specify which state then go to B-2c):     KY     MI     NY     PA     IN     No (Go to B-4)
- Border state bidder: mined products mined in respective border state     Yes     No     Not Applicable



**C. E.D.G.E. DESIGNATION**

Bidder is certified E.D.G.E. business     Yes     No

For information on E.D.G.E. designation, please visit the DAS Equal Opportunity Division website at:  
<http://www.das.ohio.gov/Divisions/EqualOpportunity/tabid/80/Default.aspx>

### SPECIAL CONTRACT TERMS AND CONDITIONS

Any award made as a result of this bid will become a part of Contract RS901013.

**AMENDMENTS TO CONTRACT TERMS AND CONDITIONS:** The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

**MINIMUM ORDER QUANTITIES:** Orders written against this contract shall have no minimum quantities, except for full drum and full case quantities (i.e. no partial drum, can or case).

**MINIMUM ORDER, DOLLARS:** No order shall be placed against a contract awarded pursuant to this bid for less than twenty-five (\$25.00) dollars. The minimum dollar value of any order placed against a contract awarded pursuant to this bid for delivery F.O.B. destination, transportation charges prepaid, at any one time to one destination, shall not be less than two hundred (\$200.00) dollars.

**ON ORDERS TOTALING LESS THAN TWO HUNDRED (\$200.00) DOLLARS:** Shipment is to be made by freight, parcel post, express or commercial package delivery, whichever is the most economical method for proper delivery of the item, F.O.B. destination. The cost of transportation from the vendor's address to the destination on such orders shall be prepaid and added to the invoice.

**PRODUCT SAMPLES:** The bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not included as part of their bid response, the bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period may result in the bidder being deemed not responsive. After award of the contract, the samples will be used as a basis of comparison with actual product delivered under contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

**PRE-AWARD TESTING:** The samples submitted of the apparent low responsive and responsible bidder may be submitted for laboratory testing to determine if such products are in compliance with specifications set forth in the bid. The areas of testing will be determined by the Administrator of State Purchasing, and such tests shall be paid for by the apparent low responsive and responsible bidder. Prior to testing, the bidder will be apprised of the cost and will be required to forward a check for such tests.

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within fifteen (15) calendar days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

**QUALITY CONTROL:** The contractor(s) shall maintain batch and lot numbers on each shipment. Samples of each batch are to be kept for submission to the state of Ohio upon request. The state of Ohio reserves the option to test batch samples. Failure to meet specification requirements as a result of such tests will render the supplier financially liable for any losses incurred by the purchaser, including the cost of such test. Further remedies may be pursued under Standard Contract Terms and Conditions, Item C Termination/Suspension of the Contract Terms and Conditions.

**DESCRIPTIVE LITERATURE:** The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

**EVALUATION:** Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the state will base the evaluation on the price per tube, pound, or gallon as applicable. Quantity price breaks will not be considered, but will be a part of the contract, if offered. To determine the low lot total price of each category, the state will multiply the estimated annual usage of each item designated in the category by its corresponding unit price and then add these totals together. Although there will be separate category awards made, bidders are eligible to receive awards of multiple categories providing he/she is the lowest responsive and responsible bidder meeting all bid specifications and requirements listed within the categories. Where the quantity shown is "unknown", the value of one (1) will be used for evaluation purposes.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

**AWARD:** All sizes and grades within a given category will be awarded to one (1) vendor. Bidders should quote on all sizes and grades within a category. Failure to bid all sizes and grades within the category may result in the disqualification of the bid for the category.

**FIXED-PRICE WITH ECONOMIC ADJUSTMENT:** The contract prices(s) will remain firm for the first six (6) months duration of the contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

**COOPERATIVE PURCHASING CONTRACT:** This Contract may be relied upon by Ohio institutions of higher education and Ohio political subdivisions. Ohio political subdivisions include any county, township, municipal corporation, school district, conservancy district, township park district, park district created under Chapter 1545 of the Revised Code, regional transit authority, regional airport authority, regional water and sewer district, port authority or any other political subdivision as described in the Ohio Revised Code. To qualify to use this Contract the political subdivision must be currently enrolled in the State's Cooperative Purchasing Program. Purchases made from this Contract by a political subdivision that is not properly registered with the State's Cooperative Purchasing Program will be a violation of law and may be contrary to the political subdivision's competitive bidding requirements. If a political subdivision or institution of higher education relies upon this Contract to issue a purchase order or other ordering document, the political subdivision or institution of higher education "steps into the shoes" of the State under this Contract. The political division's or institution of higher education's order and this Contract are between the Contractor and the political subdivision or institution of higher education. The Contractor must look solely to the political subdivision or institution of higher education for performance, including payment. The Contractor agrees to hold the state of Ohio harmless with regard to political subdivisions and institution of higher education's orders and political subdivision's and institution of higher education's performance. DAS may cancel this Contract and may seek remedies if the Contractor fails to honor its obligations under an order from a political subdivision or institution of higher education.

**CONTRACTOR QUARTERLY SALES REPORT:** The Contractor must report the quarterly dollar value (in U.S. dollars and rounded to the nearest whole dollar) of the sales, to include both state agencies and political subdivisions, under this Contract by calendar quarter (e.g. January-March, April-June, July-September and October-December). The dollar value of the sale is the price paid by the Contract user for the products and/or services listed on the purchase order or other encumbering document, as recorded by the Contractor.

The Contractor shall be required to report the quarterly dollar value of sales to the Department of Administrative Services (DAS) on a form prescribed by DAS. If no sales occur, the Contractor must show zero. The report must be submitted thirty (30) days following the completion of the reporting period.

The Contractor shall also submit a close-out report within one hundred and twenty (120) days after the expiration of this Contract. The Contract expires upon the physical completion of the last outstanding task or delivery order of the Contract. The close-out report must cover all sales not shown in the final quarterly report and reconcile all errors and credits. If the Contractor reported all contract sales and reconciled all errors and credits on the final quarterly report, then the Contractor should show zero "0" sales in the close-out report.

The Contractor must forward the Quarterly Sales Report to the following address:

Department of Administrative Services  
General Services Division, Term Contract Program  
4200 Surface Road

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

If the Contractor fails to submit sales reports, falsifies reports or fails to submit sales reports in a timely manner, DAS may terminate or cancel this Contract.

CONTRACTOR REVENUE SHARE: The Contractor must pay the Department of Administrative Services (DAS) a revenue share of the sales transacted under this contract. The Contractor must remit the revenue share in U.S. dollars within thirty (30) days after the end of the quarterly sales reporting period. The revenue share equals 0.75% of the total quarterly sales reported. Contractors must include the revenue share in their prices. The revenue share is included in the award price(s) and reflected in the total amount charged to ordering agencies which includes both state agencies and political subdivisions using this Contract.

The contractor must remit any monies due as the result of the close-out report at the time the close-out report is submitted to DAS. The Contractor must pay the revenue share amount due by check. To ensure the payment is credited properly, the Contractor must identify the check as a "Revenue Share" and include the following information with the payment:

Applicable State Term Contract Number, report amount(s) and the reporting period covered.

The Contractor should make the check payable to: Treasurer, State of Ohio and forward the check to the following address:  
Department of Administrative Services  
General Services Division – Term Contract Program  
4200 Surface Road  
Columbus, OH 43228-1395

If the full amount of the revenue share is not paid within thirty (30) calendar days after the end of the applicable reporting period, the non-payment constitutes a contract debt to the State. The State may either initiate withholding or setting off payments or employ the remedies available under Ohio law for the non-payment of the revenue share.

If the Contractor fails to pay the revenue share in a timely manner, DAS may terminate or cancel this Contract.

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section (roman numeral) V. General Provisions:, Paragraph Q.):

List names of subcontractors who will be performing work under the Contract.

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

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

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

AUTOMOBILE LIABILITY INSURANCE: Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

A. Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.

Goods/Services will be delivered via common carrier.

No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.



## SPECIFICATIONS

### I. SCOPE AND CLASSIFICATION:

#### A. SCOPE:

1. These specifications define the state's requirements for oils, lubricants, antifreeze and other related products. These products will be used by state agencies in the operation of state government.
2. The classifications of products and parameters of performance are covered by the various standards as listed herein.

#### B. CLASSIFICATION:

1. Lubricants from virgin stock, mineral oil and antifreeze.
2. Synthetic Oils and Lubricants. (Items 1 through 12A, Open Market).
3. Re-Refined oils and lubricants. (Items 13, 14 and 14A, Minority Business Enterprise).

### II. APPLICABLE PUBLICATIONS AND STANDARDS:

- A. SAE Fuels and Lubricants Standards Manual, latest edition.
- B. ASTM, API, SAE and Industry Standards as noted below.

### III. REQUIREMENTS AND SPECIFICATIONS:

#### A. Lubricants from virgin stock, mineral oil and antifreeze.

1. Item #13 – Petroleum Spirits (Mineral Spirits) (Stoddard Solvent)
  - a. Minimum flash point of 140° F. (ASTM D-235, Type 2)
2. Item #14 – Antifreeze, Ethylene Glycol, Inhibited.
  - a. Bidders product should comply with federal specification A-A-870, Antifreeze/coolant, engine, ethylene glycol, inhibited concentrated, SAE-J-1034 & ASTM-D-3306, D-4985.
  - b. Product data sheet is to be submitted with bid response for this item to substantiate product compliance.
  - c. Product offered must be compatible with aluminum tubing, blocks, etc.
3. Item #14A – Antifreeze, Universal
  - a. Should meet the requirements of:

1. ASTM D-3306	10. TCM of ATA RP 329/330	
2. ASTM D-4985	11. GMC 6277M	
3. ASTM D-6210	12. Appearance	Light Gold
4. Ford ESE-M97B44-A	13. Specific Gravity	1-115 – 1.125
5. WSS-M97B44-B	14. Freezing Pt @ 50°F	-34f
6. WSS-M97B51-A1	15. PH at 50%	9.0/10.8
7. Chrysler MS – 9769	16. Foam break time at 50% max sec:	5
8. GO-5	17. Reserve Alkalinity	8-12
9. Caterpillar EC-1/ELC	18. Silicate content max wt. %	0.10
  - b. Product data sheet should be submitted with bid response for this item to substantiate product compliance.
  - c. May be used as a standalone replacement or as a top off to any vehicle.
  - d. For use in all automotive engines, including products: GM Dexcool, Ford, Daimler-Chrysler GO 5 type product ASTM D-3306, including green applications. Diesel engines requiring pre charged SCA additives.
  - e. Able to be mixed with any color existing antifreeze without causing cooling system to turn brown.

#### B. SYNTHETIC OILS & LUBRICANTS:

1. Oils and lubricants produced from petroleum by-products, animal rendering by-products and manmade substances.

SPECIFICATIONS (Cont'd.)

2. Synthetics contain none of the wax type materials that are contained in both virgin oil and re-refined oil.
  - a. Item #1- Hydraulic fluid
  - b. Item #2 - Multipurpose Gear oil
  - c. Item # 3 - Motor Lubricant
3. Requirements:
  - a. All products offered must meet auto manufacturers requirements. Information certifying compliance with auto manufacturer's requirements should accompany your bid. Failure to submit this certification may be reason for disqualification and further consideration for award may not be given.
  - b. Successful bidders may be required to have a product performance bond signed by a surety company authorized to do business in the State of Ohio. The bond shall be conditioned upon the performance of the product in accordance with certification specified herein. Failure to perform shall permit the State of Ohio to recover from the bidder and surety company any and all damages suffered because of such non-performance up to a maximum of \$100,000.00 for each occurrence.
  - c. Bidders should submit with their bid, product data sheets on each item they are bidding. The contractors must make these data sheets available to any agency upon request.

C. RE-REFINED OILS AND LUBRICANTS:

1. Used petroleum based oils, used for reducing friction in engine parts, from which the physical and chemical contaminants acquired through previous use have been removed through a re-refined process.
  - a. Item #1 - Hydraulic Fluid Common Reservoir
    1. Used in transmission, final drives, and hydraulic systems of tractors employing a central or common fluid reservoir.
    2. Should meet the following service requirements:
      - a. Ford M2C41-B, M2C53-A /B
      - b. J.I. Case Hi-Lo TCH Fluid
      - c. I.H.C. Hy-Tran Fluid
      - d. John Deere J20C
      - e. Allison C-4
      - f. Caterpillar TO-4
    3. This product should meet physical, chemical, and performance requirements of fluids intended for use in the transmission and hydraulic systems of common reservoir equipment. These fluids should have special additives designed to provide desired frictional characteristics for wet brake and wet clutch performance, power shift clutch, reduced wear in gears and other advantageous characteristics. Product offered should not be harmful to rubber O-rings, gaskets, fiber clutch parts and brakes.
  - b. Item #2 - Internal Combustion Motor Oil
    1. Internal Combustion Oil: Product offered in this category should be from one (1) refiner. Use of multiple refiners is not acceptable and may deem the bid non-responsive for this category. Failure to supply the brand name and number may deem the bid, for this category, non responsive. Further consideration for award, for this category, may not be given.
    2. Bidders should submit laboratory test results or technical data sheets confirming that the oil meets API ratings, SAE viscosity grades, and API gravity and viscosity at 100° C.
    3. Bidders should quote on all grades of oil. Similar grades may be substituted if the substituting grade meets all usage requirements.
      - a. Detergent Oil - For gasoline, meet or exceed API SM. For diesel engine, meet or exceed CJ-4 for 15W40. The 30 and 40 grades should meet or exceed U.S.-CID: A-A-52039 and the API gravity at viscosity stated in Table I. The following SAE viscosity grades are required: 30 and 40 and 15W40 CJ-4 should meet API SM requirements (U.S.-CID: AA-52306). 5W20 should meet or exceed API SM, ILSAC, GF3.
      - b. Non-Detergent Oil - This oil shall be a high viscosity index oil (minimum 90) and shall meet API SA requirements. The following SAE viscosity grades are required: 20W-20, 30, and 40.

SPECIFICATIONS (Cont'd.)

c. TABLE I

API gravity and viscosity at 100° C

SAE Viscosity Grade	Viscosity at Minimum API Gravity (+ 1)	Kinematic Viscosity (c St) at 100° C	
		MIN.	MAX.
30	27.0	9.3	< 12.5
40	25.5	12.5	< 16.3
5W20	32.5	7.6	< 8.9
5W30	29.0	9.3	< 12.5
10W30	27.5	9.3	< 12.5
10W40	28.0	12.5	< 16.3
15W40	27.0	12.5	< 16.3
20W50		16.3	< 21.9

4. When deemed necessary, samples may be taken from deliveries and submitted to an independent laboratory for the following test, to be performed not excluding any additional tests, as stated in the military specifications. Failure to meet the specification requirements as a result of such testing may invalidate the contract and will render the supplier financially liable for any losses incurred by the purchaser, including the cost of such tests.

Flash Point	ASTM D92
Pour Point	ASTM D97
Gravity, API	ASTM D287
Viscosity	ASTM D445
Metals	ASTM D811
Foaming	ASTM D892
Viscosity Index	ASTM D2270
Sulfated Ash	ASTM D874 (Heavy Duty, CG Oils only)

5. To be supplied in 1 quart bottles, 55 gallon drums. Bulk delivery will be for 275 gallon tanks or larger.
- Minimum delivery for bulk will be 150 gallons.
  - Delivery is to: ODOT Central Garage, 1620 West Broad Street, Columbus, Ohio. Usage information is based upon Central Garage purchases.
  - Other locations or districts that may install tanks of various sizes up to 1500 gallons.

c. Item #3 - Hydraulic Oil

- Viscosity: 160 S.U.S. @ 100°F. (ISO 32 AW)
- For use in high pressure hydraulic systems by leading pump manufacturers.
- Should comply with Vickers High Pressure Pump Wear Test (100 hours at 2000 P.S.I.) or Dennison Specification HF-0 Antiwear Hydraulic Oils.

2. Requirements:

- The bidder should provide with his bid, manufacturer's certifications, laboratory analysis and data to support the fact that the refiner has maintained constant quality of his base stock and the products indicated herein meet or exceed the specification requirements. Laboratory analysis should be in accordance with the appropriate ASTM Test Methods.
- The bidder should provide with his bid information relative to additives in their product such as engine sequence test data prepared by the additive supplier, relating to the product resulting from the additive being combined with the bidders base stock. Testing should have been performed by a Lubricants Review Institute (LRI) approved Laboratory and so identified and noted within the test data report. Failure to provide data with the bid as specified may result in the bid being deemed non responsive and further consideration for award may not be given.
- The manufacturer should have at least one grade of internal combustion motor oil listed on the Military Review Committee MIL-L-46152B or MIL-L-2104D Qualified Product List (s), in order to bid on that subject category. The bidder should provide documentation supporting the manufacturer's intentions for testing and evaluation of all grades of motor oil, as listed herein, for placement on the appropriate Military Qualified Product List (QPL).

SPECIFICATIONS (Cont'd.)

- d. Successful bidders may be required to have a product performance bond signed by a surety company authorized to do business in the State of Ohio. The bond should be conditioned upon the performance of the product in accordance with results certified against test listed in the specifications referred to herein. Failure to so perform shall permit the State of Ohio to recover from the bidder and surety company any and all damages suffered because of such non-performance up to a maximum of \$100,000.00 for each occurrence.

IV. NOTES:

- A. PACKING, PACKAGING, AND MARKING: Packing and packaging is to conform to the best commercial practice. Size of containers is stated for each item on the bidder's table. All steel drums and pails are to be marked to show brand name, grade, producer, date of filling, batch number, and net contents. Cases of quarts and gallons are to be marked the same on the individual containers and on the carton or package.

- B. QUALIFICATION OF BIDDER: If the bidder is not an established refiner, the state reserves the right to contact the bidder's listed refiner to verify product compliance with specifications requirements set forth herein. All bids should include product data and/or technical information, with specifications sufficient for the evaluation of the bids. In all cases, it shall be the vendors responsibility to set forth in writing and attach to their bid a complete list showing all deviations from the specifications. Failure to comply with this stipulation may result in the bid being rejected. Bids and literature may be mailed in large envelopes or packages, providing bid number and opening date are shown on outside of parcel.

- C. DELIVERY FOR DEPARTMENT OF TRANSPORTATION: Will be to the following destinations in Ohio.

District 1	Lima	District 7	Sidney
District 2	Bowling Green	District 8	Lebanon
District 3	Ashland	District 9	Chillicothe
District 4	Ravenna	District 10	Marietta
District 5	Jacksontown	District 11	New Philadelphia
District 6	Delaware	District 12	Garfield Heights
Central Garage	Columbus		

- D. "MATERIAL SAFETY DATA SHEET": After bid opening, bidders may be requested to submit a "Material Safety Data Sheet" designed to meet OSHA requirements pursuant to any hazardous effect which may be caused due to any chemical compound and/or formulation of the item being bid.

Material Safety Data Sheet must also be sent, by the successful vendor, with all initial shipments going to various destinations as ordered after the award of the contract. If the chemical composition of the compound being bid does not contain any hazardous effect, the vendor must indicate so on the "Material Safety Data Sheet".

- E. ACCIDENTAL RELEASE OF SPILLAGE: Accidental release of spillage during delivery of product by the contractor or his agent shall result in the contractor being responsible for all cost of cleanup and disposal of all contaminated soil. Cleanup and disposal shall be conducted in accordance with state and federal EPA regulations and guidelines.

- F. REFINER: Each bidder shall identify, by brand name and respective refiner, those products being offered by the bidder. Contractor(s) may be required to furnish information and data to support the fact that the refiner has maintained constant quality of his base stock. Contractor(s) shall be prepared to submit, upon request of State Purchasing, the following information relative to additives in their product:

1. Engine test data prepared by the additive supplier, relating to the product resulting from the additive being combined with the bidder's base stock.
2. This testing shall have been performed by a Lubricants Review Institute (LRI) approved laboratory, and so identified and noted, within the test data report.

- G. API, SAE, AND ASTM REQUIREMENTS: The oils produced by using the base stock must have the proper additives to meet the API, SAE, and ASTM requirements for that grade of oil.

- H. PACKAGING: May include the use of recycled steel, aluminum, paper, and plastic in the manufacture of the packaging and shipping components for the above described products. BIDDER: INDICATE: IF RECYCLED PACKAGING MATERIALS USED IN ITEMS: \_\_\_\_\_(Y/N) If yes, indicate percent \_\_\_%

YOUR BID:

PART I

**ITEM #13 PETROLEUM SPIRITS (MINERAL SPIRITS, MINIMUM FLASH POINT 140°F.)  
(STODDARDS SOLVENT) PER ASTM D-235, TYPE 2**

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	PRICE PER GALLON
TBD	5 Gal. Can	Unknown	\$
TBD	55 Gal. Drum	Unknown	\$

REFINER: \_\_\_\_\_ BRAND NAME & NUMBER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

**ITEM #14 ANTIFREEZE, ETHYLENE GLYCOL, INHIBITED**

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	PRICE PER GALLON	PRICE PER CASE/DRUM
TBD	6/1 Gal. Plastic Bottles to the Case	1,188 Gals.	\$	\$
TBD	55 Gallon Drum Non-Returnable	4,620 Gals.	\$	\$

MANUFACTURER: \_\_\_\_\_ BRAND NAME & NUMBER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

**ITEM #14A ANTIFREEZE, UNIVERSAL**

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	PRICE PER GALLON	PRICE PER CASE/DRUM
TBD	6/1 Gal. Plastic Bottles to the Case	12 Gals.	\$	\$
TBD	55 Gallon Drum Non-Returnable	110 Gals.	\$	\$

MANUFACTURER: \_\_\_\_\_ BRAND NAME & NUMBER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

PART II

**ITEM B.1 HYDRAULIC TRANSMISSION FLUID COMMON RESERVOIR, SYNTHETIC**

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	PRICE PER GALLON
TBD	5 Gal. Can	Unknown	\$
TBD	55 Gal. Can	Unknown	\$

MANUFACTURER: \_\_\_\_\_ BRAND NAME AND NUMBER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

**ITEM B.2 MULTIPURPOSE GEAR OIL SYNTHETIC**

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	S.A.E.	PRICE PER POUND
TBD	38 lb. Keg (5 gl.)	Unknown	75W90	\$
TBD	190 lb. Keg (16 gl.)	190 Lbs.	80W140	\$
TBD	120 lb. Keg (16 gl.)	480 Lbs	75W90	\$
TBD	600 lb. Drum (55 gl.)	Unknown	80W140	\$

REFINER: \_\_\_\_\_ BRAND NAME AND NUMBER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

**ITEM B.3 LUBRICANT, MOTOR, SYNTHETIC  
DIESEL ENGINE AND GASOLINE ENGINE, MEETING A.P.I. SM, CJ-4**

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	S.A.E.	PRICE PER GALLON
TBD	12/1 Qt. Cans/bottles	UNKNOWN	5W30	\$
TBD			10-W-30	\$
TBD			10-W-40	\$
TBD			20-W-50	\$
TBD	55 Gal. Drum	UNKNOWN	5-W-30	\$
TBD			10-W-40	\$
TBD			15-W-40	\$
TBD			20-W-50	\$

MANUFACTURER: \_\_\_\_\_ BRAND NAME AND NUMBER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

PART III

**ITEM C.1 HYDRUALIC FLUID COMMON RESERVOIR, RE-REFINED**

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	PRICE PER GALLON
TBD	5 Gal. Can	160 Gals.	\$
TBD	55 Gal. Drum	Unknown	\$

REFINER: \_\_\_\_\_ BRAND NAME AND NUMBER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

**ITEM C.2. OIL, MOTOR, RE-REFINED DIESEL ENGINE AND GASOLINE ENGINE, MEETING A. P. I. SM, CJ-4**

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	S.A.E.	BRAND NAME NUMBER	PRICE PER GALLON
TBD	12/1 qt. Cans/Bottles	Unknown	5-W-20		\$
TBD		Unknown	5-W-30		\$
TBD		3 Gals.	10-W-30		\$
TBD		Unknown	15-W-40		\$
TBD	55 Gal. Drum	Unknown	30		\$
TBD		Unknown	5-W-20		\$
TBD		Unknown	5-W-30		\$
TBD		660 Gals.	10-W-30		\$
TBD		2,860 Gals.	15-W-40		\$
TBD		BULK	Unknown	5-W-20	
TBD	Unknown		5-W-30		\$
TBD	Unknown		10-W-30		\$
TBD	200 Gals.		15-W-40		\$

REFINER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)

**ITEM C.3. HYDRAULIC OIL, RE-REFINED**

(VISCOSITY 160 S.U.S. AT 100°F.) MUST COMPLY WITH VICKERS HIGH PRESSURE PUMP WEAR TEST (100 HOURS AT 2000 P.S.I.) (DENSON SPEC. HF-0 ANTIWEAR HYDRAULIC OILS)

ITEM ID NO.	DESCRIPTION	ESTIMATED ANNUAL USAGE	PRICE PER GALLON
TBD	5 Gal. Can	Unknown	\$
TBD	55 Gal. Drum	10,010 Gals.	\$

REFINER: \_\_\_\_\_ BRAND NAME AND NUMBER: \_\_\_\_\_

Contains recycled materials – Y/N: \_\_\_\_\_ if Yes \_\_\_\_\_%. (Will not be part of the evaluation)