



REQUEST FOR BID

BID NO. 09-167

LUBRICATING OIL AND MISCELLANEOUS PRODUCTS

RFB Mailing Date
OCTOBER 30, 2009

Bid Due Date
NOVEMBER 12, 2009
3:00 P.M.

To: Purchasing Office
City of Turlock
156 S. Broadway, Ste 270
Turlock, CA 95380-5454
(209) 668-5599 X 4406

**CITY OF TURLOCK
REQUEST FOR BID AND SPECIFICATIONS NO. 09-167**

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ATTACHMENTS:

- Exhibit A – Bid Proposal Form/Bid Sheet
- Exhibit B – References
- Exhibit C – Supplier Information form
- Exhibit D – Local Vendor Preference

**CITY OF TURLOCK
TURLOCK CALIFORNIA**

**REQUEST FOR BID
BID NO. 09-167**

**FOR
LUBRICATING OIL AND MISCELLANEOUS PRODUCTS**

Sealed Bids signed and in the original only, subject to the Request for Bids, Provisions and Specifications, will be received at the Purchasing Office on 156 South Broadway, Ste. 270, Turlock, until 3:00 P.M. on November 12, 2009, for the supply of lubricating oil and miscellaneous products as described as follows.

I. SCOPE OF WORK

The City of Turlock Municipal Services Fleet Maintenance Shop request vendors to quote on lubricating oil and miscellaneous products for a twelve month contract, effective from December 1, 2009, through November 30, 2010. This contract is extendable for an additional 12 months, upon City Council approval. Contract pricing shall remain fixed for twelve months, and upon extension, if an increase is requested, the City has the option to agree with the increase or contract will be re-bid. The quantities are not listed on the product list on the bid proposal form, however the average annual usage is approximately \$10,500.00 per year.

Awarding vendor must participate in the City of Turlock's recycled oil program. Vendor shall perform a minimum of 10 random sample oil tests per year to insure oil is meeting City, State and EPA guidelines. All results of such testing shall be provided to the Fleet Maintenance Supervisor, Joe Cantu. All deliveries and waste disposal pickups to be scheduled by City personnel. Please contact Joe Cantu at (209) 668-5599 Ext. 4460 if you have any questions regarding this contract. Please list on the pricing page any added costs associated with the recycled oil program.

All equipment, materials, and supplies shall be furnished F.O.B. City of Turlock. Bids shall be submitted on the bid sheet provided or can be downloaded from the City's Purchasing website at <http://www.ci.turlock.ca.us>; such bids shall include all necessary specifications

II. CONTACT FOR TECHNICAL INFORMATION

For technical information concerning RFB specifications interested parties may contact:

Joe Cantu, Fleet Maintenance Supervisor
City of Turlock
Municipal Services Fleet Maintenance Shop
156 S. Broadway, Suite 270
Turlock, CA 95380-5454
Phone: (209) 668-5599 X 4460
Fax: (209) 668-5695
Email Address: jcantu@turlock.ca.us

III. BID PROCESS

Bids will consist of bid proposal, vendor qualifications/experience and references. **One original and one copy of the complete bid proposals are required.** Contractor's bid proposal will be submitted on **Bid Proposal Exhibit 'A'**. The Original bid proposals must be clearly marked and contain original signatures (Contractor's signature may be represented by a signed proposal cover letter) and must be easily reproducible on a standard copying machine. Failure to clearly mark the original and provide original signatures may result in a proposal being found non-responsive and given no consideration. The technical portion of the proposal will be weighted more heavily than the cost portion of the proposals.

Proposals must fully address the evaluation factors, complete references and data to verify qualifications and experience include a statement that the City contract can be executed, and any exceptions. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. See the specifications for specific submittal requirements. As part of the bid proposal, vendor must evaluate the City's proposal terms and conditions. **Any exceptions to the proposal specifications must be submitted on a separate document to the proposal submittal.**

Bid Proposals:

Prices quoted shall remain firm for a period of 90 days and include all costs requested on the Contract Items/Bid Proposal, **Exhibit 'A'**. Sales tax must be applied and itemized only where applicable.

References: Provide on **Exhibit 'B'**, a list of at least five agency references for which your firm has like contracts currently in service. References are to include: Name, Address, Contact, Title, Phone Number and length of time service has been performed.

Bidder's Qualifications/Experience: Offers will be accepted only from Bidders who have significant experience in providing the goods or services specified herein. In addition to completing the proposal questionnaire **Exhibit 'C'**, a statement of qualification of the firm and a description of the company history and financial capability is required. If known, proposers will provide their Dun & Bradstreet number. Proposals must include definitive information regarding the experience and qualifications of the proposing firm. Offers will be accepted only from bidders who have adequate number of trained service personnel employed to provide satisfactory service to all facility locations specified under the proposal specifications and subsequent contract award.

Evaluation Committee

A committee will be established to review and evaluate the proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Municipal Services.

(a) **Evaluation of Bids:** The criteria to be used in the evaluation of Bids will be/but not limited to the following:

Overall responsiveness to the Request for Bids:

1) Bids must be neat, complete, and fully address technical, cost, bidder qualifications, references, and Bid questionnaire and evaluation concerns.

2) Bidder's experience and expertise in the subject industry including number of current
BID NO. 09-167

employees.

- 3) Costs: Bid Proposals Exhibit 'A'
- 4) Bidder's performance of references Exhibit 'B' (A minimum of five is required).
- 5) City's perception of the contractor's understanding of the City's stated needs and specifications, as evidenced by bidder's proposal response.

Before a Contract will be awarded for the services described herein, the City may conduct an investigation as is necessary to determine the performance record and ability of the apparent successful Bidder to perform all requirements specified under this contract. Upon request, the Bidder will submit such additional information as deemed necessary by the City to evaluate the Bidder's qualifications.

All Bids will be extended through the City of Turlock Purchasing Officer or his appointed representative whose name, address and telephone numbers are shown below. Contract negotiations will be conducted by the Purchasing Officer or another party as noticed by the Purchasing Officer. Award will be by City Council. No other officer or agent may obligate or bind the City. In BID PROPOSAL FORM, EXHIBIT 'A' bidders will designate, by name, who will receive offers. The person named will be an authorized agent of the contractor able to conduct written offers in good faith.

The City reserves the right to reject all Bids, or any Bid not in conformance with the intent of the Contract Documents, and to waive any informalities and irregularities in said Bids.

V. ESTIMATED SCHEDULE

Bid Mailing Date	October 30, 2009
Bids due	November 12, 2009
Evaluate Bids	November 13, 2009
Award Contract	December 8, 2009

Note: Award date is approximate.

VI. VENDOR INQUIRIES

For information concerning RFB procedures and regulations (i.e., a submission deadline, forms required, etc.) interested parties may contact:

Betty Gonzalez, Purchasing Coordinator
 City of Turlock
 156 South Broadway, Ste.270
 Turlock, Ca 95380
 (209) 668-5599 Ext. 4406
 FAX (209) 668-5695
 bgonzalez@turlock.ca.us

Note: Deliver or mail bids to the referenced address, only, as indicated in the Notice to bidders.

It is the responsibility of each bidder to be familiar with all of the specifications, terms and

conditions and the site condition (if applicable). The bidder agrees and acknowledges all RFB/Q specifications, terms, and conditions and indicates the ability to perform by submission of a bid. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the City based upon ignorance of conditions or misunderstanding of the specifications.

SECTION 1 SPECIFICATIONS

The following specifications are provided to allow prospective bidders the opportunity to submit their Bids on equipment and a service which the bidder feels best meets or exceeds the City's requirement.

STANDARD REQUIREMENTS

Prospective vendors must prove beyond any doubt to the City Purchasing Officer that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.

- 1) When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between the contract price and the purchase price.
- 2) The contract shall include the following terms and conditions:
 - a) One purchase order will be used for all departments to place orders against this annual contract.
 - b) All invoices must be submitted in duplicate and listing the purchase order number and the department name. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices. If prices are based on discounts from list, then list prices, discounts, in terms of percentage, and net prices must be shown. If prices are based on list prices, then list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment shall be made by City no more than thirty (30) days from City's receipt of invoice.
 - c) Bidders' facilities and equipment will be a determining factor in making the bid award. All bidders shall be subject to inspection of their facilities and equipment.
- 3) **Revision of Unit Price**
It is agreed that the bid price may be revised during the contract period only if such price revisions are the result of a general industry price revision. (Note: Discounts accepted, as parts of this bid are not subject to revision) A written notice stipulating in detail the price revision must be furnished and approved by the City before revised prices go into effect.
- 4) The City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

GENERAL REQUIREMENTS

- 1) Deliveries are to be made to the Fleet Maintenance Division, located at 701 S. Walnut Road, Turlock. All lubricants and coolants will be delivered in suitable containers, clearly marked as to brand name, product contained, the NFPA (National Fire Protection Association) Hazard Identification and approval numbers (if applicable). Marking must be weather resistant to prevent lettering from fading or eroding. Containers are to be in good condition and all openings to be in good working order upon delivery. Containers will be delivered in a manner in which these products will not have undue stress to the containers. Pushing of containers off the edge of a delivery truck will not be acceptable.
- 2) **NOTE:** All grease drums and containers will have removable interior liners. All drums or other containers will be delivered on a consignment basis. Old containers will be picked up when new containers are delivered. No exceptions. Minimum one for one.
- 3) Detailed physical characteristics for each product offered shall accompany bids as well as all Material Safety Data Sheets.
- 4) Engine lubricating oils shall be derived from petroleum fractions. Synthetically produced fraction or a combination of the two (2) types of products. They may be virgin or re-refined stocks or a combination thereof. The stocks shall be compounded with such functional additives etc.) as necessary to meet the specified requirements. No carcinogenic or potentially carcinogenic constituents, as defined under the Hazard Communication Standard (code #5194) shall be present.
- 5) Specifications for each item are to be provided with bid. Failure to provide documentation may result in rejection of bid.

LUBRICANT SPECIFICATIONS

ITEM 1 – CUMMINS HEAVY DUTY NATURAL GAS ENGINE OIL 15W-40 GEO

The oil to be manufactured from performance proven additive package and highly refined base stocks that can meet and /or exceed the requirements for the Cummins B 5.9/8.3 Compressed natural gas engines it shall meet or exceed Cummins CES 20074 approval.

Properties	Test Methods	Maximum	Minimum	Bidder Limits
Gravity, API	ASTM D1298	30	28.7	
Flash, Point (°C) °F	ASTM D92	425	218	
Pour Point, (°C) °F	ASTM D97	(-37)-35	(-30) -17	
Viscosity				
cSt @ 40 °C	ASTM D445	120	110	
cSt @ 100 °C	ASTM D445	15.4	15.0	
SUS @ 100 °F	(CALC)	577	568	
SUS @ 210 °F	(CALC)	78.7	76	
Viscosity Index	ASTM D2270	142	134	
Sulfated Ash %	ASTM D874	.06	.04	

ITEM 2 – AUTOMATIC TRANSMISSION FLUID (DEXRON III ® & MERCON®)

Automatic transmission fluids must meet or exceed GM Dexron III, Mercon, and Allison C4 Proof of authenticity documents must be supplied with numbers.

Properties	Test Methods	Maximum	Minimum	Bidder Limits
Color	ASTM D1500	Red	Red	
Gravity, API	ASTM D1298	32	30.6	
Flash, COC, °F/°C	ASTM D92	405/199	366/177	
Pour Point, °F	ASTM D97	-60	-45	
Viscosity cP @ -18 °C	ASTM D2983	1500	1030	
		cP @ -40 °C	20,000	16,000
Viscosity cSt @ 40 °C	ASTM D445	37.8	33.4	
	cSt @ 100 °C	ASTM D445	8.03	7.2
SUS @ 100 °F	(calc)	191	185	
SUS @ 210 °F	(calc)	53.1	50	
Viscosity Index	ASTM D2270	193	187	

MUST PROVIDE

GM LICENSE # _____ ALLISON LICENSE# _____
 FORD LICENSE # _____

ITEM 3 – EXTREME PRESSURE GEAR LUBE, SAE 75W-140

The compound from paraffinic has a high natural viscosity index. It must be safe for use on sensitive metals and limited slip differentials to provide superior lubrication and operations, and must meet or exceed the requirements of API MT-1 and GL-5.

Properties	Test Methods	Maximum	Minimum	Bidder Limits	
Gravity, API	ASTM D1298	26.3	24.1		
Flash, COC, °F	ASTM D92	455	400		
Pour Point, (°C) °F	ASTM D97	-10	0		
Viscosity cSt @ 40 °C	ASTM D445	667	331		
		AcSt @ 100 °C	ASTM D445	29	24.7
SUS @ 100 °F	(calc)	1782	1668		
SUS @ 210 °F	(calc)	138	122		
Viscosity Index	ASTM D2270	100	95		
Brookfield Viscosity CP @ -15°F	ASTM D2983	Solid			
		CP @ -10°F	75,100	74,000	
		CP @ -32°F	9,060	8,600	
Copper strip Corrosion 3 hrs @ 250 °F Max.	ASTM D130	1B			

ITEM 4 – WHEEL BEARING GREASE-HIGH TEMPERATURE

All wheel bearing lubricants shall be of the N.L.G.I. or approved equal as established in ASTM D 4950 automotive grease standards.

Properties	Test Methods	Maximum	Minimum	Bidder Limits
Oil Viscosity, cSt @ 40°C	D445	212	165	
cSt @ 100°C	D445	16	12.9	
SUS @ 100°F	(calc)	973	764	
SUS @ 210°F	(calc)	78	75	
Viscosity Index	D2270	59	58	
Four Ball Wear, mm	D2266	54	45	
Four Ball EP Weld Point, kg Load Wear Index	D2596			
Work Penetration	D217	285	250	
Dropping Point °F	D566	600	512	

ITEM # 5 SB-100 GENUINE UNIVERSAL TRACTOR HYDRAULIC OIL

Properties	Test Methods	Maximum	Minimum	Bidder Limits
Viscosity				
cSt @ 40°C	ASTM D445	59.6	57.8	
cSt @ 100°C	ASTM D445	9.53		
Brookfield Viscosity Cp @ -18.9°C (0°F)	ASTM D2983	4500	4250	
Gravity, API	ASTM D1298	29.0	28.0	
Viscosity Index	ASTM D2270	144	135	
Pour Point, °F	ASTM D97	-25	-35	
Flash Point °F	ASTM D92	425	392	

ITEM # 6 HYDRAULIC OIL 30-50 MULTI-GRADES FORD SPECIFICATIONS NO. M2C134B

(FORD NEW HOLLAND TRACTOR FLUID.

Hydraulic fluid commercial classed for industrial tractor applications with a petroleum base.

Properties	Test Methods	Maximum	Minimum	Bidder Limits
Oil Viscosity				
cSt @ 40°C	ASTM D445	74	61	
cSt @ 100°C	ASTM D445	10.5	9.1	
SUS @ 100°F	(calc)	320	317	
SUS @ 210°F	(calc)	57.9	55	
Gravity, API	D1298	30.1	28.3	
Viscosity Index	D2270	137	125	
Pour Point, °F (°C)	D97	-11 (-24)	-35 (-37)	
Flash Point °F (°C)	D92	417 (214)	390 (200)	

ITEM # 7 MOTOR OIL, 10W-30 PREMIUM API SM oil to be manufactured of high viscosity index base oils with additives to provide maximum protection against wear, rust, corrosion, oxidative thickening, acid formation, sludge and varnish deposit.

ITEM # 8: MOTOR OIL, 15W40 CJ-4

Oil to be manufactured from performance proven additive packages and highly refined base stocks that can meet and/or exceed the requirements of API CJ-4, CI-4 PLUS, CI-4, CH-4, CF/SM, SI Caterpillar ECF-3, Cummins CES 20091, Detroit diesel power guard oil specification 93K218, Mack EO-O Premium Plus, vDS-4, VDS-3, VDS-2. This oil must meet the API CJ-4, CI-4 Plus and Ch-4 service categories as well as key Original Equipment Manufacture Requirements for 2007 engines.

Properties	Test Methods	Maximum	Minimum	Bidder Limits
Appearance	Brown			
Viscosity Index	ASTM D2270	137	130	
Flash Point °C	ASTM D92	236	204	
Pour Point, °C	ASTM D97	-30	-30	
Oil Viscosity				
cSt @ 40°C	ASTM D445	128	114	
cSt @ 100°C	ASTM D445	15.8	15.0	
CCS, cP	ASTM D5293	6500		
Viscosity Index	ASTM D2270	137	130	
Sulfated Ash %	ASTM D874	1.0	1.0	

ITEM # 9: UNIVERSAL COOLANT

This coolant must meet both ASTM D 3305 for automotive service and ASTM D 4985 for heavy-duty diesel service.

SECTION 2 AWARD AND EXECUTION OF CONTRACT

AWARD OF BID

If the CITY deems that the acceptance of the most responsible bid or bids is not in the best interests of the CITY, the City may reject all bids. If the agreement is awarded, it shall be to the most responsible bidder whose Bid complies with all the requirements prescribed. Such award shall normally be made with thirty (30) days after bid opening.

If the most responsible bidder refuses or fails to execute the agreement, the CITY may award the agreement to the second most responsible bidder. Such award will normally be made within sixty (60) days after the opening of Bids. If the second most responsible bidder refuses or fails to execute the agreement, the City may award the agreement to the third most responsible bidder. Such award will normally be made within seventy-five (75) days after the opening of the Bids. The above time period may be changed by agreement between the City and the bidder concerned.

AWARD OF CONTRACT

The award of this contract, if it were awarded, will be made by the City Council following the opening date of this bid unless at the sole discretion of the Purchasing Officer, there is reason to delay award.

SECTION 3 SPECIAL INSTRUCTIONS

EXAMINATION OF DOCUMENTS

The bidder is responsible for making all necessary examinations and reviews of the documents relating to lubricating oil and miscellaneous products. Failure to do so will not act to relieve any requirement of the agreement or the conditions. The submission of a bid shall be considered conclusive evidence that the bidder has made examinations.

BIDS

Bids shall be sealed and filed with the Purchasing Officer in accordance with the Request for Bid.

No bids submitted or received after the time and place fixed for receiving them shall be considered by the City. No verbal bid shall be considered by the City.

This Request for Bid shall result in a firm, fixed price contract.

BID FORM

All bids must be submitted on the attached bid form, Exhibit A. It is the responsibility of the bidder to insure that the bid documents are delivered to the place detailed in the Request for Bid prior to the time for the bid opening. Bids received after the time set for the bid opening will be rejected.

MISTAKE IN BID

A bidder shall not be relieved of its bid without the consent of the CITY nor shall any change in the bid be made because of a mistake. The CITY may allow a bidder to withdraw a bid because of a mistake only when the bidder has notified the CITY in writing within five (5) days of the bid opening, specifying in detail how the mistake occurred, and has established to the satisfaction of the CITY that: (a) a mistake was made; (b) the mistake made the bid materially different from what the bidder intended; and (c) the mistake was made in filling out the bid and was not due to an error in judgment or to carelessness in inspecting the site nor in reading the plans or specifications.

COMPETITIVE BIDDING

If more than one Bid is offered by an individual, firm, co-partnership, corporation, association, or any combination thereof under the same or different names, all such Bids may be rejected. All bidders are put on notice that any collusive agreement fixing the prices to be bid so as to control or affect the awarding of this bid is in violation of competitive bidding requirements, and may render any contract let under such circumstances void.

LICENSES AND PERMITS

A City of Turlock Business License and all others required shall be provided by the Contractor and she/he shall abide by any and all Federal, State and City laws or rules affecting the service, and shall maintain all required protection for property, employees and the public.

INDEPENDENT CONTRACTOR RELATIONSHIP

The parties hereto agree that the relationship of CONTRACTOR to the City is that of an independent contractor and not an officer, employee or agent of the CITY. It is further understood that the agents and employees of the CONTRACTOR, in the performance of this Agreement, are employees of the CONTRACTOR and not officers, employees or agents of the CITY.

CHANGE ORDERS TO SPECIFICATIONS AND CONTRACT

The City reserves the right to make changes to the specifications and contract prior to opening bids if such changes are mailed by certified mail to all parties listed on the City's bid list at least seven (7) days prior to bid opening. In lieu of sending change orders by certified mail, the CITY may convey change orders personally if receipt is received.

SECTION 4 GENERAL CONDITIONS

TERM OF CONTRACT

The term of this contract shall be for one (1) year.

CONTRACT COMPLIANCE

The City shall reserve the right to audit the records of the Contractor (related to this agreement) at reasonable times during normal working hours to determine compliance by Contractor of their obligations pursuant to this agreement.

CANCELLATION OF CONTRACT

Whenever in the opinion of the City's representative said service is not satisfactory, the Contractor shall be advised of the reasons in writing. If the Contractor fails to correct unsatisfactory conditions within 24 hours, the City's representative may declare the contract terminated and so advise the Contractor in writing. The City may then contract with another Contractor or provide maintenance service in any manner elected.

FAILURE TO PERFORMED SATISFACTORILY

It is agreed and understood that if the Contractor fails to perform the work as specified herein, the Purchasing Officer may (1) consent to accept such unsatisfactory service with an appropriate adjustment in contract price, based on established cost factors, or (2) may have such required work done by City Forces or otherwise, and charge the cost thereof to the Contractor. Those discrepancies and deficiencies in the work that remains uncorrected after the date set for correction may be the necessary justification for a billing adjustment in the month following the occurrence.

FORCE MAJEURE

Contractor shall not be liable for any delays with respect to the Contract due to causes beyond its reasonable control, such as acts of God, epidemics, war, terrorism or riots.

SAFETY

CONTRACTOR shall exercise caution at all times for the protection of persons and property. CONTRACTOR shall install adequate safety guards and protective devices for all equipment and machinery, whether used in the work place or permanently installed as part of the project. CONTRACTOR shall post appropriate caution signs to alert personnel of unsafe conditions. CONTRACTOR shall comply with all applicable laws relating to safety precautions, including the safety regulations of the California Division of Industrial Safety.

PAYMENT

Itemized invoice/statement will be rendered by the vendor upon providing all materials, equipment and services detailed herein. No partial payments will be made, and payment will only be scheduled upon acceptance of the equipment and materials by the City. Contractor shall be paid for service work on a monthly basis, in arrears.

- (a) Payment term: It is understood and agreed by the CONTRACTOR that the City's payment terms shall be NET 30 days from the receipt of invoice or orders received complete, whichever is later.

Payment Withheld

The City withholds payment to such extent as may be necessary to protect the City from loss due to:

- (1) Defective or incomplete work not corrected.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of the Contractor to make payment properly to subcontractor or for materials or labor.
- (4) A reasonable doubt that the contract can be completed for the balance then unpaid.

WORKMANSHIP

It is the intention of the City to call for the highest level of quality in service compatible with standard price. All service shall be performed by a trained, qualified and experienced, in providing goods or services. The Contractor shall cooperate with the City's representative to enable the City's representative to determine the Contractor's conformity to these specifications and the adequacy of the services being performed.

PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720.

NOTICES TO CITY

All notices, reports and information from the Contractor or the Contractor's representatives or employees shall be directed to the City's Purchasing Officer at 156 S. Broadway, Ste 270, Turlock, CA.

CONTRACTOR'S INSURANCE: CONTRACTOR shall not commence work under this Agreement until CONTRACTOR has obtained CITY's approval regarding all insurance requirements, forms, endorsements, amounts, and carrier ratings, nor shall CONTRACTOR allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor shall have been so obtained and approved. CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CONTRACTOR, its agents, representatives, employees or subcontractors. Failure to maintain or renew coverage or to provide evidence of renewal may constitute a material breach of contract.

(a) Minimum Scope of Insurance: Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01) with an additional insured endorsement (form CG 20 10 11 85 or its equivalent), to be approved by the City of Turlock.

(2) Insurance Services Office Form CA 00 01 covering Automobile Liability, Code 1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(4) Errors and Omissions/Professional Liability Insurance.

(b) Minimum Limits of Insurance: CONTRACTOR shall maintain limits no less than:

(1) General Liability (including operations, products and completed operations): \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(3) Employer's Liability: \$1,000,000 per accident or bodily injury or disease.

(4) Errors and Omissions/Professional Liability: \$1,000,000.

(c) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects CITY, its elective and appointive boards, officers, agents, employees, and volunteers; or (b) CONTRACTOR shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions: The commercial general liability and automobile policies are to contain, or be endorsed to contain, the following provisions:

(1) CITY, its elective and appointive boards, officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations, which coverage shall be maintained in effect for at least three (3) years following the completion of the work specified in the contract. General liability coverage can be provided in the form of an endorsement to CONTRACTOR's insurance (CG 20 10 11 85 or its equivalent), or as a separate Owners Protective Liability policy providing both ongoing operations and completed operations.

(2) For any claims related to this project, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY and any insurance or self-insurance maintained by CITY shall be excess of CONTRACTOR's insurance and shall not contribute with it.

(3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice has been given to CITY.

(4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

(e) Acceptability of Insurers: Insurance is to be placed with insurers with a current

A.M. Best's rating of no less than A:VII.

(f) Verification of Coverage: CONTRACTOR shall furnish CITY with original certificates and endorsements, including amendatory endorsements, effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by CITY before work commences. CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

(g) Waiver of Subrogation: CONTRACTOR hereby agrees to waive subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. The commercial general liability policy and workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of CITY for all work performed by CONTRACTOR, its agents, employees, independent contractors and subcontractors. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(h) Subcontractors: CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

INDEMNIFICATION: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, its officers, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, resulting from or in any manner related to any work performed or services provided under this Agreement, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom regardless of whether or not it is caused in part by a party indemnified hereunder. Notwithstanding the foregoing, nothing herein shall be construed to require CONTRACTOR to indemnify a party indemnified hereunder from any claim arising from the sole negligence or willful misconduct of the party to be indemnified.

INDEPENDENT CONTRACTOR RELATIONSHIP: All acts of CONTRACTOR, its agents, officers, and employees and all others acting on behalf of CONTRACTOR relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers, or employees of CITY. CONTRACTOR, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of CITY. CONTRACTOR has no authority or responsibility to exercise any rights or power vested in the CITY. No agent, officer, or employee of the CITY is to be considered an employee of CONTRACTOR. It is understood by both CONTRACTOR and CITY that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

CONTRACTOR, its agents, officers and employees are and, at all times during the terms of this Agreement, shall represent and conduct themselves as independent contractors and not as employees of CITY.

CONTRACTOR shall determine the method, details and means of performing the work and services to be provided by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement, and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement.

CONTRACTOR has control over the manner and means of performing the services under this Agreement. CONTRACTOR is permitted to provide services to others during the same period service is provided to CITY under this Agreement. If necessary, CONTRACTOR has the responsibility for employing other persons or firms to assist CONTRACTOR in fulfilling the terms and obligations under this Agreement.

If in the performance of this Agreement any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. All terms of employment including hours, wages, working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by the CONTRACTOR.

It is understood and agreed that as an independent contractor and not an employee of CITY neither the CONTRACTOR or CONTRACTOR'S assigned personnel shall have any entitlement as a CITY employee, right to act on behalf of the CITY in any capacity whatsoever as an agent, or to bind the CITY to any obligation whatsoever.

It is further understood and agreed that CONTRACTOR must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of CONTRACTOR'S personnel.

As an independent contractor, CONTRACTOR hereby indemnifies and holds CITY harmless from any and all claims that may be made against CITY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

PREFERENCE TO LOCAL MERCHANT: The City Council may, in its discretion, grant qualified local vendors a bidding preference of 3% not to exceed a limit of \$3,000.00. A qualified local vendor is defined as any individual, partnership or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and obtained a business license issued by City of Turlock (TMC'2-7-09(5)). This preference may be given for the purchases of supplies, materials, equipment, and contractual services. Such bids from local merchants must still meet quality requirements and the responsible bidder requirements.

“PIGGYBACK” PROVISION

Vendor are requested to indicate on the Bid Proposal Sheet if they will extend the pricing, terms and conditions of this bid to other government agencies, if the vendor is the successful vendor. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the services described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the City of Turlock for this bid. Minor changes in terms and conditions may be negotiated by participating agencies and the successful vendor. This offer shall be made available to participating agencies for up to six months following of this contract by the City of Turlock to the successful vendor.

PERFORMANCE: Successful bidder shall perform the entire procurement as requested for the required bid proposal.

Consideration may be given to price, terms, delivery, prior performance, availability of parts and service, warranty statement, and the willingness of specifications but not necessarily restricted to those considerations.

**CITY OF TURLOCK
BID PROPOSAL FORM**

**BID NO RFB 09-167
BID DUE DATE: NOVEMBER 12, 2009**

The City of Turlock invites sealed bids and shall be enclosed in an envelope clearly marked:

“LUBRICATING OIL AND MISCELLANEOUS PRODUCTS”

- 1) **Return original bid to:** City of Turlock
Municipal Services Department Purchasing
156 S. Broadway, Ste 270
Turlock, CA 95380-5454
- 2) **Price shall be F.O.B. Destination or for the service rendered.**
- 3) **Bidder shall honor bid prices for sixty (60) days or for the stated contract period whichever is longer.**
- 4) **Bid must be on this bid form and signed by vendors authorized representative.**

BIDDER TO READ

NO BID IS VALID UNLESS SIGNED BY THE PERSON MAKING THE BID AND ALL BLANKS ARE FILLED IN.

Company: _____

Address: _____

Telephone Number _____ **Fax Number** _____

E-Mail Address _____

Authorized Representative (print) _____

The undersigned, upon acceptance, agrees to furnish the following in accordance with terms and conditions per City of Turlock specifications for lubricating oil and miscellaneous products dated October 2009, at the prices indicated herein.

In compliance with the annexed notice inviting sealed proposals, the undersigned hereby proposes to furnish all necessary tools and equipment, materials, labor, and supervision

(including cost of Worker's Compensation Insurance and all payroll taxes on such labor) to complete the annual contract for lubricating oil and miscellaneous products as herein described in accordance with the special provision thereof, and agrees to enter into a contract therefore, at the listed prices.

All prices shall be F.O.B. jobsite, Turlock, California. Sales tax should not be a part of the unit price. Should you show sales tax as a separate line item, the rate for the City of Turlock is 8.375%.

Item #	Description	Quoted Price
1	Cummins Heavy Duty Natural Gas Engine Oil 15W-40 GEO	\$ /gal
2	Automatic Transmission Fluid (Dexron III and Mercon)	\$ /gal
3	Extreme Pressure Gear Lube, SAE 85W, 75W-140	\$ /gal
4	Wheel Bearing Grease High Temperature	\$ /gal
5	SB-100 Genuine Universal Tractor Hydraulic Oil	\$ /gal
6	Hydraulic Oil 30-50 Multi-Grade Ford Specifications No M2C134B	\$ /gal
7	Motor Oil 10W-30 Premium	\$ /gal
8	Motor Oil 15W-40 CJ4	\$ /gal
9	Universal Coolant	\$ /gal

Describe recycling program and list any costs associated: This program should include the disposal of all waste oil and filter disposal.

Awarding vendor must provide the following:

- 1) Bulk tanks to be plumed and install free of charge; and
- 2) Waste oil and filter containers
- 3) Free waste oil pickup

No cleaning fee or drum deposit with bulk oil deliveries.

List any extra charges not described above: _____

The following is required information. Any omission may be cause for rejection of Bid.

Early Pay Discount

A _____% discount is offered for payment within _____ days.
(Note: Discount period must be fifteen days, or greater, to be considered.)

City of Turlock Tax Certificate

Does your firm hold a City of Turlock Business Tax Certificate? Yes No

If yes, number: _____

“Piggyback” Contracting

Will your firm extend the same prices, terms and conditions to other public agencies?

Yes No

Addendums (if applicable):

Bidder acknowledges receipt of ADDENDUM NO. _____, _____, _____

Terms

Sales tax will be added at time of purchase.

Prices are F.O.B. Turlock.

Bids shall be valid for sixty days following the bid opening.

Nondiscrimination Clause

- a) In connection with the execution of this agreement, CONTRACTOR shall not discriminate against any employee for applicant for employment because of age, race, religion, color, and sex or nation origin. CONTRACTOR shall take affirmative action to insure that applicants are employed, and the employees are treated during their employment, without regards to their age, race, religion, color, sex or national origin. Such actions shall include, but not be limited to, the following: employment, promotions, demotions or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall also comply with requirement of Title VII of the Civil Rights Act of 1964 (P.L.88-352) and with all applicable regulations, statutes, laws, etc., promulgated pursuant to the civil rights acts of the government of the United States and the State of California now in existence or hereafter enacted. Further, CONTRACTOR shall comply with the provisions of Section 1735 of the California Labor Code.
- b) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other agreement.
- c) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.
- d) Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the City upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours notice, to such of its books, records, accounts, other sources of information and its facilities as said Department of City shall require to ascertain compliance with this clause.

Non-discrimination of the Handicapped:

Policy Statement

In compliance with Section 51.55, Office of Revenue Sharing, Department of the Treasury, it is
Bid No. 09-167

the policy of the City of Turlock that it will not aid or perpetuate discrimination against a qualified handicapped individual by funding an agency, organization, or person that discriminates on the basis of handicap in providing an aid, benefit, or service to beneficiaries of the program or activity.

The City is committed to provide access to all City services, programs, and meetings open to the public for people with disabilities. In this regard, City and all of its Contractors and Subcontractors will take all reasonable steps in accordance with GRS Section 51.55 to ensure that handicapped individuals have the maximum opportunity for the same level of aid, benefit, or service as any other individual.

Transportation of Hazardous Materials:

In order to comply with the appropriate federal and state requirements applicable to the transportation and dumping of hazardous waste materials/substances, the seller, or any commercial hauling/transporting firm through the subcontractor, which the seller may obtain such services, must be licensed and registered to provide such service. All dumping facilities shall be licensed and certified to accept material being dumped. Seller hereby warrants that it or its subcontractor has obtained all necessary state and federal licenses and registrations applicable to transporters and transportation of toxic and/or hazardous materials/substances. If required to do so by CITY, seller or its subcontractor shall provide proof of said licenses and/or registrations. If required also, the CITY may request proof of dumping from an approved dumping facility.

Drug Free Workplace

Bidder/Contractor certifies that he/she is in compliance with Section 8350 - 8355 of Chapter 5.5 of the Government Code, Drug Free Workplace Act. Every person or organization awarded a contract/purchase order or grant for the procurement of any property or service from any state agency (city) shall certify to the contracting or granting agency that it will provide a drug free workplace.

Offer and Acceptance

Contractor represents his acceptance to provide products and/or services as follows: City's offer to purchase products and/or services is expressly conditioned upon Seller's assent to the terms and conditions set forth in city purchase order documents, specifications, supporting data, and these articles. Contractor agrees that Contractor's order Acknowledgment terms and conditions received prior to, during, or after order placement by City's Purchasing Officer or his designated agent and issued to Contractor constitutes written notification to Contractor of City's rejection of any and all of Contractor order Acknowledgments, counter offers and change to the City's terms and conditions.

(If applicable)

Contractor's License No. _____ Expiration Date: _____

Contractor certifies by signature below that the information furnished herein is true and accurate, that applicable certifications have been complied with, and that representations are made under penalty of perjury. Any bid submitted without the above information, or a bid containing information, which is subsequently proven false, shall be considered non-responsive and shall be rejected.

The undersigned recognizes the right of the City of Turlock to reject any or all bids received and to waive any informality or minor defects in bids received.

Company Name

Signature of Authorized Representative

Federal Tax ID Number

PROVIDE ONE (1) COMPLETE ORIGINAL AND ONE (1) COMPLETE DUPLICATE COPY OF THE ENTIRE BID PROPOSAL.

****Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

LATE BIDS WILL NOT BE ACCEPTED – NO EXCEPTIONS

REQUIRED

DATA

FORMS

List of Forms:

Bid Proposal Form, Exhibit 'A'

(One (1) complete original and one (1) complete duplicate copy of the entire bid proposal)

Exhibit 'B' References

(Must be submitted with bid proposal)

Exhibit 'C' Supplier Information Form

(Must be submitted with bid proposal)

Exhibit 'D' Local Vendor Preference

(Must be submitted with bid proposal, if applicable)

**Copy of City of Turlock Business License (if applicable)*

(Doing business with the City of Turlock you must have a Turlock Business License)

****Failure to clearly mark the original and provide original signature may result in a proposal being found non-responsive and given no consideration.***

EXHIBIT 'B'
REQUEST FOR BID AND SPECIFICATION NO. 09-167
LUBRICATING OIL AND MISCELLANEOUS PRODUCTS

REFERENCES

Indicate below, or on a separate sheet, at least five (5) references from accounts similar in size. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account.

1. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

2. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

3. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

4. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

5. Account Name: _____
Address: _____
Contact Person/Title: _____
Phone Number: _____
Number of years servicing this account: _____

EXHIBIT "C"
SUPPLIER INFORMATION FORM
REQUEST FOR BID AND SPECIFICATION NO. 09-167
LUBRICATING OIL AND MISCELLANEOUS PRODUCTS

SUPPLIER IDENTIFICATION FORM

1. Legal name of Supplier: _____

2. Supplier's Street Address: _____

Mailing Address: _____

3. Supplier Business Telephone: _____
4. Supplier Fax Number: _____
5. Email Address: _____
6. Type of Supplier: Sole Proprietor Partnership Corporation
Other _____ If corporation, indicate State where incorporated: _____
7. _____
Business License number issued by the city where the Supplier's principal place of
business is located. Bu
Number: _____ Issuing City: _____
8. Supplier Federal Tax Identification Number: _____
9. Emergency Contact Number: _____
10. Supplier Account Representative: _____
11. Account Representative email: _____
12. Account Representative Cell Phone Number: _____

EXHIBIT 'D'

CITY OF TURLOCK

REQUEST FOR BID AND SPECIFICATION NO. 09-167

LUBRICATING OIL AND MISCELLANEOUS PRODUCTS

REQUEST FOR PREFERENCE

FOR

LOCAL BUSINESS

The City Council may in its discretion, grant qualified local vendors a bidding preference of three percent (3%) not to exceed a limit of Three Thousand and no 100ths (\$3,000.00) Dollars. For purposes of this section, a qualified local vendor is defined as any individual, partnership, or corporation which regularly maintains a place of business and an inventory of merchandise for sale within the corporate limits of the City and has obtained a business license issued by the City of Turlock. In addition to price, in determining the lowest responsible bidder, consideration will be given to quality and performance of the commodity to be purchased or service provided by the seller

Request for 3% local preference

Company Name:

Street Address:

Telephone Number:

Business License Number:

The Undersigned declares that the foregoing information is true and correct:

Print/Type Name:

Title:

Signature:

Date:
