

INVITATION TO BID
2019/2020 LUBRICANTS
FOR THE CITY OF HAZELWOOD VEHICLES

BID OPENING DATE: Monday, May 20, 2019 at 1:45 p.m.

The City of Hazelwood, Missouri is accepting sealed bids for lubricants for the City of Hazelwood vehicles.

Bid form, specifications, and other information may be obtained at the office of Public Works at 415 Elm Grove Lane; Hazelwood, Missouri 63042; telephone 314-731-8701. If you retrieve your bid information from the web site, please submit your business information to Paul Williams, Superintendent, Public Works/Street Department 115 Ford Lane, Hazelwood, Missouri 63042 or plwilliams@hazelwoodmo.org .

Bids will be received by the City Manager until Monday, May 20, 2019 at 1:45 p.m. at which time the bids will be opened publicly.

BID FORM, SPECIFICATIONS, & BIDDING PROCEDURES

FOR LUBRICANTS FY 2019/2020

BID OPENING DATE: Monday, May 20, 2019 at 1:45 p.m.

SCOPE:

The City of Hazelwood wishes to purchase oil, transmission fluid, gear lube and anti-freeze for its municipal vehicles. Bids shall include any technical or service manuals when items bid are different than specified.

Bids are to meet or exceed the following specifications & shall be quoted F.O.B. Hazelwood, MO to the location listed. The City of Hazelwood is exempt from Federal and State tax.

The City will not consider any other product except what has been specified and in the size of container specified on the bid form.

SPECIFICATIONS:

The oil, transmission fluid, gear lube and anti-freeze shall meet or exceed the following specifications. Any item that DOES NOT MEET OR EXCEEDS the following specifications MUST BE CLEARLY NOTED & explained in an addendum to these specifications.

Authorized signature must appear on bid application. Return envelope must be clearly marked on the outside: "**LUBRICANTS.**" The City reserves the right to reject any or all bids. Except in the case of an emergency, all orders will be placed five days in advance.

All environmental and safety precautions are to be taken when delivering oil, transmission fluid, gear lube, grease, and anti-freeze. All lubricants shall be F.O.B. delivery to the Hazelwood Maintenance Building, 115 Ford Lane, Hazelwood, MO 63042.

METHOD OF AWARD:

Award will be made to one single supplier.

PRICE INCREASES:

After awarding of Contract, price increases must be approved by the purchasing division before going into effect. Only increases passed on from your supplier with no added profit to supplier will be accepted. Supplier must furnish proof of increase in writing before it may be approved. Price increases may be reviewed periodically to determine verification.

PRICE DECREASES:

After awarding of Contract, supplier shall pass any price decreases on to the City. Prices subject to increase/decrease due to product cost changes in accordance with F.E.A/D.O.E. regulations. Successful bidder shall add no further profit during this Contract.

		<u>MEETS</u>	<u>DOES NOT MEET</u>	<u>EXCEEDS</u>
Diesel Oil 55 gal. drum	Must meet or exceed Cummins, John Deere, Ford oil specs & SAE grade heavy-duty motor oil CJ-4 or most current classification type as defined by the American Petroleum Institute.			
15W40		_____	_____	_____

Synthetic Blend Oil 55 gal. drum	Must meet or exceed Ford, GM and Dodge This product shall meet or exceed			
5W30	original 2012 equipment specs	_____	_____	_____

Transmission Fluid:	Ford, Dodge and GM products This product shall meet or exceed original 2012 equipment specs			
Mercon V		_____	_____	_____
Dextron VI		_____	_____	_____

Gear Lubricant: (Multi-Purpose) 120 lb drum	This product shall be a GL5 & MT-1, 80-90W lubricant & meet the government specs. MIL-L-2105D & shall have a proven record of satisfactory performance in both passenger cars & trucks.			
		_____	_____	_____

Extended Life (Red) Anti-Freeze: (55 gal. drum)	This product must meet or exceed specifications for all auto manufacturers for gas and diesel engines. This includes long life products such as GMAC-Dex-Cool, Ford and Daimler-Chrysler 60-5 type specifications and ASTM D-3306.			
		_____	_____	_____
Universal (Green) Anti-Freeze: (55 gal. drum)	This product shall meet or exceed the following passenger car specifications and ASTM D3306/DH340 Diesel engine specifications, Ford ESE M97B44-A, Cummins 90T84, Chrysler MS7170, Detroit Diesel 7SE298, General Motors 1825M, GM1899M, Ford ESEM97B18-C.			
		_____	_____	_____

CONDITIONS OF BIDDING:

1. Prices bid will be binding for 60 days after bid opening.
2. Supportive or supplementary material may be attached to Bid Form.
3. Bidder must sign and notarize Non-Collusion Affidavit.
4. The City reserves the right to reject any and all bids and to waive informalities in the bidding procedures.
5. Prices bid will include all charges for delivery to the City of Hazelwood and will not include any Sales and Use tax.
6. ENTIRE AGREEMENT: These terms and conditions together with the invitation to bid and such other sheets of documents as are made a part hereof, shall constitute the entire present agreement between the parties.
7. MODIFICATIONS: No change in, addition to, or waiver of the terms, conditions and specifications contained herein shall be binding obligation to the City unless approved in writing by the City.

RISK OF LOSS: Responsibility of the goods herein described shall not pass until said goods have actually been received by the City or its consignee, notwithstanding any agreement to the contrary, including but not by way of limitation, any agreement to pay freight, express or other transportation or insurance charges. Risk or loss prior to such actual receipt by the City or its consignee shall be borne by Vendor. Nothing herein contained, however, shall be construed as depriving the City of its interest, or limiting such interest in the goods herein described prior to such actual receipt.

8. INSPECTION: All goods shall be subject to inspection and test by the City. The City reserves the right to reject any goods which contain defects or which fail to meet the specifications. Rejected goods shall be removed at the expense of the vendor, including transportation both ways, promptly after notification of rejection. As to rejected goods, vendor shall bear all costs, inspection, and all risk of loss.
9. PAYMENT, PURCHASE PRICE: Payment by the City for goods supplied hereunder shall not constitute acceptance thereof if subsequent inspection discloses defects in material or workmanship or failure to meet the specifications contained herein. In no event shall the City be charged a higher price than charged to vendor's other customers for goods of like grade and in substantially the same quantities.
10. REJECTION AND CANCELLATION: The City reserves the right to reject goods and to cancel any part of this purchase if the vendor fails to deliver any part of the goods described in the invitation to bid in accordance with the terms, conditions and specifications contained herein. Acceptance of any part of the goods covered by the invitation to bid shall not obligate the City to accept the future shipments nor deprive it of its rights to revoke any acceptance theretofore given. If vendor ceases to conduct its operations in the ordinary course of business (including inability to meet its obligations as they mature) or if any proceeding under bankruptcy or insolvency laws is brought by or against vendor, or if a receiver for vendor is appointed or applied for, or if any assignment for the benefit of credits

is made by vendor, the City may cancel this order without full liability except for deliveries previously made or for goods covered by the invitation to bid then completed and subsequently delivered in accordance with the terms, conditions, and specifications contained herein.

11. **WAIVERS:** The City waiver of any breach or failure to enforce any of the terms, conditions, and specifications of the invitation to bid shall not in any way affect, limit or waive the City's right thereafter to enforce and compel strict compliance with every term, condition, and specification hereof.
12. **WARRANTIES:** Vendor makes the following warranties to the City and its customers and the users of the goods herein described: It will at the date of delivery, have good title to any and all goods supplied hereunder. Said goods will be free and clear of any and all liens and encumbrances. Goods supplied will be in full conformity with the specifications contained herein.
13. **APPLICABLE LAWS:** Vendor represents and agrees that the goods herein described have not been or will not be manufactured, sold, priced, transported, or installed in violation of any federal, state or local law or any lawful order, rule or regulation issued thereunder.
14. Bidders must use bid form provided, give unit prices, extended totals, sign bid by authorized officer, partners, or owner, and include complete name, mailing address and telephone number of organization submitting bid. Bids shall be submitted in a sealed, opaque envelope, clearly marked, "**LUBRICANTS.**"
15. The bidder shall complete the bid in accordance with the specifications and conditions of bidding including all documents to support his proposal and file with the office of the City Manager, Hazelwood City Hall, 415 Elm Grove Lane; Hazelwood, MO 63042, no later than Monday, May 20, 2019 at 1:45 p.m., at which time all bids will be opened publicly.
16. **LATE BID INFORMATION:** Any bid received by the City Manager after the stated opening time shall not be honored by the City. There will be **NO EXCEPTION.** Bidders shall be responsible for the actual delivery of the bids during business hours to the address indicated. It shall not be sufficient to show that the bid was mailed in time to be received before scheduled closing time for receipt of bids.
17. **BID WITHDRAWAL OR MODIFICATION:** Any bidder may withdraw his bid at any time prior to the scheduled closing time for receipt of bids. However, only telegrams, letters or other written requests for modifications or corrections of a previously submitted bid which are addressed in the same manner as the bid and are received by the City prior to the scheduled closing time for receipt of bid will be accepted.
18. Failure to comply with any of the requirements, instructions and conditions of bidding will disqualify the bidder.

EXPECTED USAGE FOR ONE YEAR

Diesel Oil 15W/40	Two (2) 55 gal. drums
Synthetic Blend/5W30	Seven (7) 55 gal. drums
Transmission Fluid-	Four (4) 55 gal. drums
Universal Type Anti-Freeze (Green)	Two (2) 55 gal. drums
Extended Life Anti-Freeze (Red)	Two (2) 55 gal. drums
Gear Lubricant Multi-Purpose	One (1) 120 lb. drum

BID FORM
2019/2020 LUBRICANTS
BID OPENING DATE: Monday, May 20, 2019 at 1:45 p.m.

Mr. Matt Zimmerman
City Manager
City of Hazelwood
415 Elm Grove Lane
Hazelwood, MO 63042

Dear Mr. Zimmerman:

The undersigned hereby certifies that he has received and reviewed five (5) pages of specifications and requirements pertaining to this bid for the purchase of oil, transmission fluid, gear lube, grease and anti-freeze for the City municipal vehicles for one year in accordance with the attached specifications. The bid is as listed below in the appropriate spaces.

Oil price per gallon

Diesel oil 15W40 (110 gal.) \$ _____

Synthetic Blend/5W30 (385 gal.) \$ _____

Transmission Fluid price per gallon:

Mercon V (110 gal.) \$ _____

Dextron VI (110 gal.) \$ _____

Gear Lube price per pound \$ _____

Universal Anti-Freeze (110 gal.) \$ _____

Extended Life Anti-Freeze (110 gal.) \$ _____

Bid submitted by: Firm: _____

Address: _____

Telephone _____

Name _____

Title _____

Signature _____

Date _____



CITY OF HAZELWOOD
NON-COLLUSION AFFIDAVIT

STATE OF MISSOURI)
) SS
County of St. Louis)

_____ being first duly sworn on oath deposes and states:

I. That in connection with this procurement:

- a. the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- b. the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any bidder or to any competitor; and
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not submit a bid for the purpose of restricting competition.

II. The undersigned further states:

- a. he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I)(a) through (I)(c) above; or
- b. he is not the person on the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the person responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I)(a) through (I)(c) above.

III. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

FOR CORPORATIONS:

(Corporate Seals)

Name of Firm _____

- Please check:
- Corporation
 - Partnership or
 - Sole Proprietor

ATTEST TO SEAL:

Signature and Title of Bidder

SUBSCRIBED AND SWORN TO before me this

_____ day of _____, 20__

Notary Public