



**Department of Management Services**

**Purchasing Division**

241 West South Street

Kalamazoo, MI 49007-4796

Phone: 269.337.8020

Fax: 269.337.8500

[www.kalamazoocity.org](http://www.kalamazoocity.org)

[cokpurchasing@kalamazoocity.org](mailto:cokpurchasing@kalamazoocity.org)

**PRE-BID MEETING: Monday, March 6, 2023 @ 1:00 p.m. Local Time**  
Conference Room A of the Water Reclamation Plant, 1415 N. Harrison Street, Kalamazoo MI  
Or Register in Advance for Virtual Pre-Bid Meeting by Contacting (269) 337-8502

**INVITATION FOR BID (IFB)**

The City of Kalamazoo, Michigan is soliciting sealed bids for:

**PROJECT NAME: Biodiesel, Gasoline & Diesel Fuel**

**BID REFERENCE #: 40509-017.0**

**IFB ISSUE DATE: February 24, 2023**

**BID DUE/OPENING DATE: April 11, 2023 at 3:00 p.m. Local Time**

*Facsimile Bids Will Not Be Accepted.*

**MAILING ADDRESS & INSTRUCTIONS**

**Mail to:**

Purchasing Division  
241 W. South Street  
Kalamazoo, MI 49007

**Questions about this IFB should be directed to:**

Department Contact: Tom Quigley, Fleet Manager  
(269) 337-8761

***Include on the Envelope the Project Name and Bid Reference Number. All Envelopes Must Be Sealed.***

You are invited to submit a bid for this project. Specifications, terms, conditions and instructions for submitting bids are contained herein. This Invitation for Bid with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed bid shall constitute the contract between the City and the successful bidder when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the bid document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Bidders.

All bidders shall complete and return the Bid and Award page(s) and submit all information requested herein in order for a bid to be responsive. The bid document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **BIDS MUST BE RECEIVED BEFORE THE DUE DATE - LATE BIDS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the bid opening for its own convenience.

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**CITY OF KALAMAZOO – INVITATION FOR BID**  
**Biodiesel, Gasoline & Diesel Fuel**

**Bid Reference #: 40509-017.0**

**STATEMENT OF NO BID**

**NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately.** Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its bidders list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

**If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this bid list.**

\_\_\_\_\_ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).

\_\_\_\_\_ Specifications are unclear (explain below).

\_\_\_\_\_ We are unable to meet specifications.

\_\_\_\_\_ Insufficient time to respond to the Invitation for Bid.

\_\_\_\_\_ Our schedule would not permit us to perform.

\_\_\_\_\_ We are unable to meet bond requirements.

\_\_\_\_\_ We are unable to meet insurance requirements.

\_\_\_\_\_ We do not offer this product or service.

\_\_\_\_\_ Remove us from your bidders list for this commodity or service.

\_\_\_\_\_ Other (specify below).

REMARKS: \_\_\_\_\_

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**SECTION I  
INSTRUCTIONS TO BIDDERS**

1. **EXAMINATION OF BID DOCUMENT**-Before submitting a bid, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
2. **PREPARATION OF BID**-The bid shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.
3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bid (IFB) and attachments must be requested in writing, **at least 5 days before the bid opening** so a reply may reach all prospective bidders before the submission of bids. Any information given to a prospective bidder concerning the IFB will be furnished to all prospective bidders as an amendment or addendum to the IFB if such information would be prejudicial to uninformed bidders. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for opening of bids. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the bid.
5. **WITHDRAWAL OF BIDS**-Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bid. No bid may be withdrawn for at least ninety (90) days after bid opening.
6. **ALTERNATE BIDS**-bidders are cautioned that any alternate bid, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this IFB may be considered non-responsive, and at the option of the City, result in rejection of the alternate bid.
7. **LATE BIDS**-Any bid received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail

**SECTION II  
BID AND AWARD**

The undersigned having become thoroughly familiar with all of the bid/contract documents incorporated herein, hereby proposes to furnish Gasoline, Diesel and Biodiesel fuel delivered as specified in Attachment A, at the following prices, subject to rack price adjustment:

**\*IMPORTANT:** The posted rack prices for biodiesel, gasoline and diesel fuel shall be used for determining delivered price at time of bid opening. **Verification of rack price shall be submitted with the bid.**

|   | <u>*RACK PRICE</u>  | <u>MARKUP</u> | <u>Delivery Fee</u> | <u>DELIVERED PRICE</u> |          |   |          |
|---|---------------------|---------------|---------------------|------------------------|----------|---|----------|
| <b>1. BIODIESEL (VIA TRUCK TRANSPORT)**</b>   |                     |               |                     |                        |          |   |          |
| A. Biodiesel B11  | \$ _____            | +             | \$ _____            | +                      | \$ _____ | = | \$ _____ |
| B. +Unleaded Gasoline, 87   | \$ _____            | +             | \$ _____            | +                      | \$ _____ | = | \$ _____ |
| C. +Petroleum Diesel, No.2  | \$ _____            | +             | \$ _____            | +                      | \$ _____ | = | \$ _____ |
| <b>2. GASOLINE</b>  |                     |               |                     |                        |          |   |          |
| A. No Lead 87 Octane<br>Via Truck Transport   | \$ _____            | +             | \$ _____            | +                      | \$ _____ | = | \$ _____ |
| B. No Lead 87 Octane<br>Via Tank Wagon  | \$ _____            | +             | \$ _____            | +                      | \$ _____ | = | \$ _____ |
| <b>3. DIESEL FUEL</b>   |                     |               |                     |                        |          |   |          |
| A. No. 2 Diesel Fuel<br>Via Truck Transport   | \$ _____            | +             | \$ _____            | +                      | \$ _____ | = | \$ _____ |
| B. No. 2 Diesel Fuel<br>Via Tank Wagon  | \$ _____            | +             | \$ _____            | +                      | \$ _____ | = | \$ _____ |
| <b>4. FUEL ADDITIVES</b>  |                     |               |                     |                        |          |   |          |
| I further agree to add and properly mix with the fuels the following additives at time of delivery: |                     |               |                     |                        |          |   |          |
| A. Unleaded Gasoline Additive   | Product name: _____ |               | \$ _____/gallon     |                        |          |   |          |
| What is the ratio of additive to gasoline? _____  |                     |               |                     |                        |          |   |          |
| B. Diesel Fuel  | Product name: _____ |               | \$ _____/gallon     |                        |          |   |          |
| What is the ratio of additive to diesel? _____  |                     |               |                     |                        |          |   |          |

**\*\*Line items 1B and 1C need only to be filled in if there is a different pricing for shipping Diesel and Unleaded in a truck along with the Biodiesel to meet minimum transport amounts.**

**DELIVERY ADDRESSES:**

City of Kalamazoo Water/Fleet Department  
415 Stockbridge, Kalamazoo, MI

City of Kalamazoo - Wastewater  
1415 N. Harrison, Kalamazoo, MI

Tank 1: Unleaded 6000 gal capacity  
Tank 2: Biodiesel 6000 gal capacity  
Tank 3: Diesel 6000 gal capacity

Tank 1: Unleaded 4000 gal capacity  
Tank 2: Diesel 4000 gal capacity

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: \_\_\_\_\_

Dated: \_\_\_\_\_

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

The City encourages the use of local labor in fulfilling the requirements of this contract.

**This contract is governed by the laws of the State of Michigan**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A as updated by City Ordinance 1856.

Signed: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_

**BIDDERS QUESTIONNAIRE**

Please answer the following questions completely.

1. Firm name: \_\_\_\_\_
2. Established:            Year \_\_\_\_\_            No. of employees \_\_\_\_\_
3. Type of organization:
  - a. Individual: \_\_\_\_\_
  - b. Partnership: \_\_\_\_\_
  - c. Corporation: \_\_\_\_\_
  - d. Other: \_\_\_\_\_
4. Former firm name(s) if any, and year(s) in business:  
\_\_\_\_\_  
\_\_\_\_\_
5. Include at least 3 references of contracts for similar work performed over the last 5 years.
  - 5.1 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.2 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_
  - 5.3 Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Type of work or contract: \_\_\_\_\_

THE FOREGOING IS A TRUE STATEMENT OF FACTS:

By: (Name) \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

**SUB-CONTRACTING INFORMATION**

Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid. You will have two business days after the bid opening to update the list as needed. The information provided will be used for evaluating your bid and to assist in determining if you qualify as a Kalamazoo County Bidder.

**INSTRUCTIONS:**

**Nature of Contract** - State a brief description of the work or product that will be provided.

**BIDDER** – Provide the percentage of services or construction activity that will be provided by your firm.

**Subcontractors:**

- Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
- Indicate with **YES** or **NO** under the “Local?” box if they qualify as a “Kalamazoo County bidder” (see local preference certification page)
- Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

|                                   |               |                            |
|-----------------------------------|---------------|----------------------------|
| <b>Nature of Contract:</b>        |               |                            |
| <b>Subcontractor Name/Address</b> | <b>Local?</b> | <b>% Of Total Contract</b> |
| <b>BIDDER</b>                     |               |                            |
|                                   |               |                            |
|                                   |               |                            |
|                                   |               |                            |
|                                   |               |                            |
|                                   |               |                            |
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|                                   |               |                            |
|                                   |               |                            |
|                                   |               |                            |
|                                   |               |                            |
|                                   |               |                            |

Does this List of Subcontractors need to be updated after the bid opening? **Yes** \_\_ **No** \_\_

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

**Part I: Proof that the bidder does not inquire about an individual's past arrest or criminal history on the bidders employment application form**

- ☐ Attach a copy of the current application for employment being used by the bidder

**Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:**

- ☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: \_\_\_\_\_
- ☐ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- ☐ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual's arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position



**CITY OF KALAMAZOO**  
**LOCAL PREFERENCE POLICY AND CERTIFICATION**

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City's specifications, terms and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office, factory or other facility in Kalamazoo County with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for materials, supplies, capital outlay, and services for maintenance, repair or operation of City facilities that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that bid does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Agent has the authority to finally determine if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Agent may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

**CERTIFICATION**

If you qualify as a Kalamazoo County bidder and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: \_\_\_\_\_

Street Address of Business: \_\_\_\_\_

City, State, and Zip Code: \_\_\_\_\_

Number of employees working in Kalamazoo County: \_\_\_\_\_

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status: \_\_\_\_\_

The above information is accurate: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

***NOTE:** This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.*

**COVID-19 ADDENDUM #2**

January 1, 2022

**TO: ALL Prospective Bidders**  
**PROJECT: ALL Upcoming Projects**

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

**1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:**

**Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.**

**BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.**

**Bidders can submit sealed bids in one of the following ways:**

- **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo  
Purchasing Division  
241 West South Street  
Kalamazoo, MI 49007

- **Deliver your bid to the Treasurer's Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person** before the bid due date and time indicated in the bid document.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig  
Purchasing Division Manager

**CITY OF KALAMAZOO – INVITATION FOR BID**  
**Biodiesel, Gasoline & Diesel Fuel**

**Page 9**  
**Bid Reference #: 40509-017.0**

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this bid which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other bidder, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): \_\_\_\_\_

Remittance Address: \_\_\_\_\_

Financial Contact Name: \_\_\_\_\_ Financial Contact Phone Number: \_\_\_\_\_

Financial Contact Email Address: \_\_\_\_\_

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this bid document.

SIGNED: \_\_\_\_\_ NAME: \_\_\_\_\_  
(Type or Print)

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_  
(if any)

ADDRESS: \_\_\_\_\_  
(Street address) (City) (State) (Zip)

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

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**FOR CITY USE ONLY - DO NOT WRITE BELOW**

**SECTION III**  
**CITY OF KALAMAZOO**  
**INDEMNITY AND INSURANCE**

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Kalamazoo against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of, or is in any way connected or associated with this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

**INDEMNITY AND INSURANCE**  
***(Continued)***

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

**SECTION IV**  
**SPECIFICATIONS AND GENERAL CONDITIONS**

**1. SCOPE**

The successful bidder shall provide to the City's using agencies, on an as required basis and delivered by the Contractor, biodiesel, gasoline and diesel fuel in accordance with the following requirements and specifications.

**2. SPECIFICATIONS**

Biodiesel, gasoline and diesel fuel shall be provided in truck transport and tank wagon quantities. The quantities listed in the bid are not guarantees of maximum or minimum purchases to be made under this contract, but an indication of past quantities purchased.

The biodiesel requested shall be Mobil Diesel Efficient fuel manufactured at facilities meeting BQ 9000 certification and shall comply with ASTM D6751. The finished blended biodiesel (B11) shall meet or exceed the Engine Manufacturers Association basic definition of premium diesel fuel and ASTM D7467.

**Detailed specifications are listed in ATTACHMENT A.**

The biodiesel, gasoline and diesel fuel shall be high quality products meeting or exceeding all federal/state environmental control regulations and be free from excessive amounts of solid and foreign materials. The City reserves the right to take samples for laboratory testing. If a sample fails to meet specifications, the City reserves the right to purchase fuel elsewhere. At the request of the City, the contractor shall remove fuel from the tank and pay for any equipment damages caused by the fuel failing to meet required specifications.

The bid price shall include all delivery costs. Bid prices are differentiated between tank wagon (1 – 6,000 + or – gallons) and truck transport quantities. The contractor shall state the minimum quantity, which qualifies for truck transport pricing. Deliveries shall be made to the indicated locations between 8:30 am and 3:00 pm, Monday through Friday (except holidays). The City may add or delete delivery locations to accommodate any changes in its operations requirements.

Bid prices shall be based on the bidder's or supplier's price (cost), at the rack (terminal) posted at time of bid submittal. Markup shall include the bidders profit and all costs to handle, transport and dispense the fuel into City storage tanks. All sales and excise tax must be deducted from billing by the contractor and the contractor apply for the appropriate refund. Any other fees or taxes (superfund, LUST, etc.) which the City must ultimately pay, shall be included in the markup. The markup shall remain firm for the duration of the contract. The "MARKUP" will be an important factor for evaluating this bid. Other considerations will include rack price, minimum transport loads, delivery times, etc.

Verification of rack price shall be submitted with the bid. For bidding purposes, the posted rack price on March 28, 2023 shall be used for determining delivered price at time of bid opening. The rack price shall be documented by the bidder's easy link or similar teletype/ computer price notification from their supplier. Upon award of the contract, the delivered price of fuel may be adjusted to the actual rack price at time of delivery. Rack price at time of delivery shall be documented as stated in this paragraph. Documentation is to be provided with the invoice for each delivery. Discounted rack price based on a rebate or incentives program will not be considered in bid evaluation unless the bidder guarantees and so certifies with the bid the continuity of such discounted amounts throughout the duration of the contract. Discounts offered at the rack to the otherwise successful bidder shall be passed through to the City.

**SPECIFICATIONS (*cont.*)**

The contractor shall be responsible for protecting and preserving from damage any and all facilities, public and private, which are adjacent to the areas where work is performed. The contractor has sole responsibility for safeguarding the environment from accidental spillage or leaking of motor vehicle fuels from their facilities and equipment.

**3. CONTRACT PERIOD/RENEWALS**

The contract shall be in effect for a one (1) year period commencing on or about June 1, 2023, subject to availability of funds and the following renewal options. The City may opt to renew this contract for four (4) additional 1-year periods. All renewals shall be upon mutual agreement of both parties and upon availability of funds.

**4. PRICING**

4.1 No increases over the base bid period will be allowed by the Contractor without prior written authorization from the City Purchasing Agent, and then only after receipt of documentation from the Contractor's suppliers(s) showing the basis for and the amount of increase, and that the increase applies to all customers. In the event that a price increase is not approved by the Purchasing Department, the City of Kalamazoo reserves the right to terminate this contract.

4.2 No increases over the base bid price will be permitted to compensate the Contractor for inefficiency or errors in judgment, increases in labor cost or profit.

4.3 Prices shall remain firm for the term of this contract.

**5. QUANTITIES**

5.1 Exact quantities cannot be determined. The quantities provided are projected one-year requirements.

5.2 Quantities are not intended as a guarantee of minimum or maximum purchase under this contract.

5.3 Actual purchase may be more or less than indicated.

5.4 Quantities used previously per year:  
2021: Unl- 221000 gal, Bio- 6941 gal, Diesel- 85925 gal  
2022: Unl- 230000 gal, Bio- 44556 gal, Diesel- 57068 gal  
2023 projected: Unl- 238000 gal, Bio- 85000 gal, Diesel- 22000 gal  
(2023 will be the first full year with Bio-Diesel implemented)

**6. DELIVERIES**

6.1 Deliveries shall be on a as needed basis.

6.2 Bidder will maintain minimum amounts in the tanks.

6.3 Bidder will have the option to receive a daily email to know current tank amounts.

6.4 Outside of normally fueling, the City may require fuel to be delivered with 24 notice to accommodate an event going on within the City.

**7. PRE-BID MEETING IN PERSON OR VIRTUAL**

The pre-bid meeting will be held at 1:00 p.m. local time on Monday, March 6, 2023 in Conference Room A at the Water Reclamation Plant, 1415 N. Harrison Street, Kalamazoo, MI. You can also register for virtual pre-bid meeting by calling (269) 337-8502. There will be a walk-through after the pre-bid meeting for a visual inspection of the facility. Questions may be emailed to Thomas Quigley at [quigleyt@kalamazoo-city.org](mailto:quigleyt@kalamazoo-city.org) by 4:00 p.m. on April 10, 2023.

**8. AWARD**

The following award criteria shall be used and considered in evaluating and awarding the contract for biodiesel.

- 7.1 Bidders ability to meet all biodiesel specifications as detailed in **Attachment A**
- 7.2 Bidders ability to provide the required amounts needed by the City.
- 7.3 Bidders ability to meet the proposed delivery scheduled provided by the City.
- 7.4 Price.

**9. VARIATIONS TO SPECIFICATIONS**

For purposes of evaluation, the bidder **MUST** indicate any variances from our specifications, terms and/or conditions, no matter how slight. If variations are not stated in the proposal, it will be assumed that the product or service fully complies with our specifications, terms and conditions.

**10. QUESTIONS**

Questions relative to the terms and conditions and bidding procedures may be addressed to Gracia Mason, Buyer, at (269) 337-8720 or [masong@kalamazoo-city.org](mailto:masong@kalamazoo-city.org). Questions relative to the specifications may be addressed to Tom Quigley, Fleet Manager (269) 337-8761 or [quigleyt@kalamazoo-city.org](mailto:quigleyt@kalamazoo-city.org). This does not, however, relieve the requirements of Page 1, Item 3.



**SECTION V**  
**TERMS AND CONDITIONS**

**1. AWARD OF CONTRACT**

- A. This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Purchasing Agent. Upon notification, the Contractor shall submit to the Purchasing Division all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Agent will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

- B. Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

- 1) No bids received;
- 2) A single bid being received; or
- 3) Prices quoted are over budget and/or unreasonable.

**2. COMPLETE CONTRACT**

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

**3. SUBCONTRACTORS – NON-ASSIGNMENT**

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

**4. TAXES**

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from said taxes and the City of Kalamazoo is making no representation as to any such exemption.

**5. INVOICING**

**All original invoice(s) will be sent to the Finance Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at [apinvoice@kalamazoocity.org](mailto:apinvoice@kalamazoocity.org).** Faxed copy of invoice(s) will not be accepted, unless it is to replace an original invoice that was lost in the mail. The Finance Division processes payments after receipt of an original invoice from the Contractor and approval by the department.

The City of Kalamazoo policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

**The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax. Our tax-exempt number is 38-6004627.**

**The vendor is responsible for supplying the Finance Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.**

**6. PAYMENTS**

Unless otherwise specified by the City in this contract, the Contractor will be paid not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Budget & Accounting Division after receipt of an original invoice from the Contractor and approval by the department.

**7. CHANGES AND/OR CONTRACT MODIFICATIONS**

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required. **SUCH CHANGES, IF PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.**

**8. LAWS, ORDINANCES AND REGULATIONS**

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Contractor.

This contract shall be governed by the laws of the State of Michigan.

**9. RIGHT TO AUDIT**

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Contractor compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

**10. HOLD HARMLESS**

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Kalamazoo, their agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

**11. DEFAULT**

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- C. The unauthorized substitution of articles for those bid and specified.
- D. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- E. Failure to perform in compliance with any provision of the contract.
- F. **Standard of Performance** - Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

**DEFAULT (*cont.*)**

- G. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

**12. TERMINATION OF CONTRACT**

The City may, without prejudice to any other right or remedy of the City, and with or without cause, terminate the contract by giving seven days written notice to the Contractor. In such case the Contractor shall be paid, without duplication, for the following items:

- A. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such work;
- B. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the contract documents in connection with uncompleted work, plus fair and reasonable sums for overhead and profit on such expenses;
- C. All documented claims, costs, losses and damages incurred in settlement of terminated contracts with Subcontractors, Suppliers and others; and
- D. Reasonable expenses directly attributable to termination.

The Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

**13. INDEPENDENT CONTRACTOR**

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

**14. MEETINGS**

The Contractor and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

**APPENDIX A**  
**NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS**

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission\* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

\* Except for contracts entered into with parties employing less than three employees.



**THE CITY OF KALAMAZOO**  
**DEPARTMENT OF PUBLIC SERVICES**

***ATTACHMENT A***  
***SPECIFICATIONS***

**Specifications for Biodiesel**

**Bid Reference #: 40509-017.0**

The biodiesel requested shall have a bill of lading showing that it is manufactured at facilities meeting BQ 9000 certification and shall comply with ASTM D6751. The finished blended biodiesel (B11) shall meet or exceed the Engine Manufacturers Association basic definition of premium diesel fuel and ASTM D7467. Detailed specifications and anticipated fuel delivery schedules are listed in the tables below.

**Biodiesel Fuel Specifications B11**

| <b>Property</b>                                       | <b>Grade B11 ULSD</b> |
|---|-----------------------|
| Acid number, mg KOH/g, max                            | 0.3                   |
| Viscosity, mm <sup>2</sup> /s at 40°C                 | 1.9-4.1               |
| *Flash point, °F, min                                 | 126                   |
| Cloud point, °C, max or LTFT/CFPP, °F, max            | See Delivery Schedule |
| Sulfur Content, (µg/g or ppm)                         | 15                    |
| Distillation temperature, °F, 90% evaporated, max     | 649                   |
| Ramsbottom carbon residue on 10% bottoms, mass %, max | 0.35                  |
| Cetane Index, min                                     | 47                    |
| Ash Content, mass %, max                              | 0.01                  |
| Water, ppm, max                                       | 200                   |
| Copper Corrosion, 3 h @ 50°C, max                     | No. 3                 |
| Biodiesel Content, % (V/V)                            | 11%                   |
| Oxidation Stability, hours, min                       | 6                     |
| Conductivity (pS/m) or Conductivity Units (C.U.), min | 25                    |
| Lubricity, HFRR @ 60°C, (micron µm), max              | 460                   |
| Detergency L10 - Injector CRC Rating, max             | 10                    |
| Bacteria & Fungus, CFU/mL, max                        | 0                     |
| Sediment, G/M <sup>3</sup> , max                      | 10                    |
| Accelerated Thermal Stability, % Reflectance          | 80                    |

\*When Specified CFPP is 10°F or Below Flash Point Minimum is 100°F

Biodiesel Blends (B11) Shall be Sourced from B100 Manufactured by a BQ9000 Certified Facility Meeting ASTM D7467

B11 W = 11% Biodiesel Winterized to -35 F  
No. 2 Diesel W = No.2 Petroleum Diesel Winterized to -25 F  
(See fuel Specifications for further details)



## Mobil Diesel Efficient Fuel Product Data Sheet

### Product Description

Mobil Diesel Efficient fuel helps improve fuel system performance in both on- and off-highway applications. The advanced fuel has been engineered to improve diesel fuel economy and boost engine performance, and has been tested in multiple real-world applications.

### Features and Benefits

Mobil Diesel Efficient fuel contains a patented additive technology that is specially designed to clean up both internal injector deposits and nozzle coking deposits. Today's diesel engines have sophisticated fuel systems engineered to meet stringent emissions requirements. Deposits that form inside the fuel injectors can impede the movement of the needle, and cause early failure of the injectors. Deposits building up inside the injector nozzle can restrict fuel flow, deteriorate the fuel spray quality and result in loss of engine power, increased emissions and reduced fuel economy. Mobil Diesel Efficient fuel helps to prevent deposit formation and clean up existing deposits that may be damaging your engine performance. Further, Mobil Diesel Efficient fuel offers fuel system corrosion protection. Mobil Diesel Efficient fuel can also help to prevent premature fuel filter plugging. During winter months in cold regions, Mobil Diesel Efficient fuel is supplied with additive to help improve low temperature operability.

| Features <sup>(1)</sup>                             | Advantages and Benefits   |
|---|---|
| Improved injector cleanliness                       | Enhanced fuel system performance, improved engine power and responsiveness, and helps prevent premature injector failure        |
| Improved fuel economy                               | Lower fuel costs and reduced greenhouse gas (CO2) emissions   |
| "Keep clean" performance                            | Helps prevent the accumulation of internal and external injector deposits, which assists in maintaining fuel system performance |
| Corrosion protection                                | Reduced rusting of critical fuel system components  |
| Improved fuel filterability                         | Reduces filter plugging risk from possible impurities in the fuel, especially related to biodiesel components                   |
| Improved low temperature operability <sup>(2)</sup> | Helps reduce filter blocking associated with wax and gelling at cold temperatures   |

(1) Applies to Mobil Diesel Efficient diesel fuel compared to diesel fuel without detergent additive. Vehicle testing showed an average fuel economy improvement of 2%. Actual benefits based on continuous use and will vary depending on factors such as vehicle type, driving style and diesel fuel previously used.

(2) Applicable when cold flow improver additive is present in fuel.



### Applications

Mobil Diesel Efficient fuel is designed to provide benefits in all types of applications with light, medium and heavy-duty diesel engines from different manufactures, including but not necessarily limited to light duty passenger cars, on-highway heavy duty trucks and off-road construction/mining equipment.

Mobil Diesel Efficient fuel with ultra-low sulfur level is compatible with today's advanced emission after treatment systems including Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF), Exhaust Gas Recirculation (EGR), Selective Catalytic Reduction (SCR) and Lean NOx Trap (LNT) technologies.

### Specifications

**Mobil Diesel Efficient fuel meets the requirements of: ASTM D975 (B0-B5) or D7467 (B11-B20)**

Mobil Diesel Efficient Fuel Typical Properties <sup>(1)</sup>

| Property  | Units      | Typical             | Typical B11-B20 D7467 | Test Method |
|---|------------|---------------------|-----------------------|-------------|
| Distillation Temperature, % vol. recovered, min-max | °F 90%     | 540-640             | 650 max               | D86         |
| Kinematic Viscosity, 40 °C, min-max                 | cSt        | 1.9 - 4.1           | 1.9 - 4.1             | D445        |
| Flash Point, minimum                                | °F         | 125                 | 125                   | D93         |
| Cetane Number, minimum                              |            | 40                  | 40                    | D613        |
| Cloud Point   | °F         | Meets Specification | Meets Specification   | D2500       |
| Carbon Residue on 10% Distillation Residue, maximum | %mass      | 0.35                | 0.35                  | D524        |
| Copper Corrosion, 3 hr @122 °F, maximum             | Rating     | No. 3               | No. 3                 | D130        |
| Lubricity @ 140 °F, maximum                         | Microns    | 520                 | 520                   | D6079       |
| Sulfur, maximum                                     | ppm (µg/g) | 15                  | 15                    | D5453       |
| Water and Sediment, maximum                         | %volume    | 0.05                | 0.05                  | D2709       |
| Ash, maximum  | %mass      | 0.01                | 0.01                  | D482        |
| Oxidation Stability, minimum                        | Hours      | -                   | 6                     | EN15751     |

(1) Conforms to ASTM D975 (B0-B5) or D7467 (B11-B20) specifications for No. 2 diesel fuel oils. The biodiesel component of the blend conforms to the requirements of specification ASTM D6751.

Typical Properties are typical of those obtained with normal production tolerance and do not constitute a specification. Variations that do not affect product performance are to be expected during normal manufacture and at different blending locations. The information contained herein is subject to change without notice. All products may not be available locally. For more information, contact your local ExxonMobil contact or visit

[exxonmobil.com/en/wholesale-fuels/customer-type/fuel-suppliers-and-resellers/mobil-diesel-efficient](https://exxonmobil.com/en/wholesale-fuels/customer-type/fuel-suppliers-and-resellers/mobil-diesel-efficient)

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