



Department of Management Services
Purchasing Division
241 West South Street
Kalamazoo, MI 49007-4796
Phone: 269.337.8020
Fax: 269.337.8500
www.kalamazoo.org
purchasing@kalamazoo.org

INVITATION FOR BID (IFB)

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

PROJECT NAME: Lubricants

BID REFERENCE #: 40531-003.0

IFB ISSUE DATE: March 18, 2024

BID DUE/OPENING DATE: April 17, 2024 @ 3:00 p.m. Local Time (ET)
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: Thomas Quigley
Fleet Manager at (269) 337-8761, or
quigleyt@kalamazoo.org

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.

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE #</u>	<u>APPENDICES</u>
Statement of No Bid		Appendix A
I Instructions to Bidders	1 - 2	
II Bid & Award Pages	3 - 10	
III Insurance & Indemnity	11 - 12	
IV Specifications	13 - 14	
V General Requirements	15 - 19	
VI Terms & Conditions	20 - 22	

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. Bids submitted electronically will not be accepted.

3. **EXPLANATION TO BIDDERS**-Any binding explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids (IFB) and attachments must be requested in writing, **at least 5 business days before the bid opening** so a reply may reach all prospective bidders prior to 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.

9. **BID SUBMITTAL-** Bidders can submit sealed bids in one of the following ways:
- 9.1. **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
 - 9.2. **Deliver your bid to City Hall In-Person** before the bid due date and time indicated in the bid document.
 - 9.3. **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the bid due date and time indicated in the bid document.



1. Open drop box located at City Hall.



2. Insert SEALED BID here.



10. **BID TABULATIONS-** The Purchasing Division makes an effort to 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>. However, in certain cases the posting of the bid tabulation may extend beyond the 24-hour window.

SECTION II
BID AND AWARD

The undersigned having become thoroughly familiar with and understanding all the bid/contract documents incorporated herein, agrees to provide pursuit vehicle interim maintenance support as specified herein at the following unit price.

ITEM	DESCRIPTION	EST QTY	UNIT	BRAND NAME OR EQUAL	UNIT PRICE	EXTENDED PRICE
1	Oil, Motor SAE 15w/40 CJ4					
	A.Bulk (150 Gal Minimum)	1500	GL	Unocal or Americhem	\$	\$
	Equal Brand Name:					
	B. 55-Gallon Drum	2	Drum	Unocal or Americhem	\$	\$
	Equal Brand Name:					
	C. Quarts – 24/Case	4	Case	Unocal or Mobil	\$	\$
	Equal Brand Name:					
2	Automatic Transmission Fluid Syncon High Performance – Wolf’s Head SYN					
	55-Gallon Drum	9	Drum	Conoco	\$	\$
	Equal Brand Name:					
3	Grease, Multi-Purpose, Chassis & Weel Bearing Grade #EP2					
	A.55-Gallon Drum	2	Drum	Unocal, Mobil	\$	\$
	Equal Brand Name:					
	B. 5-Gallon Pail	1	Pail	Unocal, Mobil	\$	\$
	Equal Brand Name:					
	C. Tube, 10-14, 2oz/ctn.	200	Tube	Unocal, Mobil	\$	\$
	Equal Brand Name:					
4	75W90 SYN					
	55-Gallon Drum	1	Drum	Unocal, Mobil	\$	\$
	Equal Brand Name:					
5	Oil, Tractor, Hydraulic (Universal Blend)					
	55-Gallon Drum	2	Drum	Unocal, Americhem	\$	\$
	Equal Brand Name:					
6	Oil, Motor SAE 10W30 (Synthetic Blend)					
	55-Gallon Drum	5	Drum	Unocal, Mobil	\$	\$
	Equal Brand Name:					
7	Oil, Motor SAE 10W40					
	55-Gallon Drum	4	Drum	Unocal, Mobil	\$	\$
	Equal Brand Name:					
8	Oil, Motor SAE 5W30 Dexos (Full Synthetic)					
	55-Gallon Drum	8	Drum	Unocal, Mobil	\$	\$
	Equal Brand Name:					

9	Oil, Motor SAE 0W20 Dexos (Full Synthetic)					
	55-Gallon Drum	4	Drum	Unocal, Mobil	\$	\$
	Equal Brand Name:					
10	Oil, Motor SAE 5W20 (Synthetic Blend)					
	55-Gallon Drum	4	Drum	Unocal, Mobil	\$	\$
	Equal Brand Name:					
11	Chevron EP Red Lithium Grease (Holds up under extreme high and low temperatures, high pressure and with no runoff)					
	55-Gallon Drum	2	Drum		\$	\$
12	Shell Hydraulic Oil-Tellus T-22					
	55-Gallon Drum	2	Drum		\$	\$
13	Shell Hydraulic Oil Tellus T-32 (This is used on the Public Safety fire trucks and MUST be in 5-gallon pails)					
	5-Gallon Pail	12	Pail		\$	\$
14	Shell Hydraulic Oil Tellus T-68 (This is used in the Elgin Pelican sweepers)					
	55-Gallon Drum	6	Drum		\$	\$
15	Oil, Hydraulic – AW46					
	Bulk (150 Gal Minimum)	900	GL		\$	\$
16	Antifreeze, Permanent (Green Color), Ethylene Glycol Based					
	55-Gallon Drum	4	Drum		\$	\$
17	Antifreeze, Global – Universal (Gold/Yellow color)					
	55-Gallon Drum	4	Drum		\$	\$
18	Dynalife L – EP 000					
	35 lb. pail	3	Pail		\$	\$
19	R & O 100					
	55-Gallon Drum	6	Drum		\$	\$
20	R & O 220					
	55-Gallon Drum	6	Drum		\$	\$
21	R & O 320					
	55-Gallon Drum	6	Drum		\$	\$
22	Citgo Lithoplext RT #2					
	A.Tube	100	EA		\$	\$
	B. Keg	1	Keg		\$	\$
23	Mobile (Mobile Lith) SHC					
	Grease Tubes	50	EA	Mobile Brand Only	\$	\$
24	Oil Analysis Kit					
	Case	3	Case		\$	\$
25	Clarion – Green A/W Oil 32					
	55-Gallon Drum	6	Drum		\$	\$
26	SAE 85W/140					
	55-Gallon Drum	6	Drum	Unocal, Mobil	\$	\$
	Equal Brand Name:					

Lubricants

27	Oil, Compressor – Rotary Type ISO Vis #46					
	55-Gallon Drum	6	Drum	Unocal, Americhem	\$	\$
	Equal Brand Name:					
28	Mineral Spirits					
	55-Gallon Drum	6	Drum	Crystal Refining	\$	\$
	Equal Brand Name:					
29	Hydurance AW Fld 68					
	5-Gallon Pail	1	Pail	Citgo	\$	\$
	Equal Brand Name:					
30	Radias AW 46 DR					
	55-Gallon Drum	1	Drum	Drydene	\$	\$
	Equal Brand Name:					
31	Lithoplex Red Tacky #2 14oz					
	14 oz tube	1	Tube	Mystik	\$	\$
	Equal Brand Name:					
32	Lithium EP #2 35# MTL PL					
	35 lb. pail	1	Pail	Mystik	\$	\$
	Equal Brand Name:					
33	P66 Dynalife 220 #00 35# PL					
	35 lb. Pail	1	Pail	Phillips	\$	\$
	Equal Brand Name:					
34	Global Ext Life (dex) 50/50					
	1 Gal Container	1	Cont.	Peak	\$	\$
	Equal Brand Name:					
35	JT-6 Synthetic 460 #2 14oz Cart					
	14 oz tube	1	Tube	Mystik	\$	\$
	Equal Brand Name:					
36	Tier one R&O 68					
	5-Gallon Pail	1	Pail	Phillips	\$	\$
	Equal Brand Name:					
37	Dry Radias TC 100 DR					
	55-Gallon Drum	1	Drum	Drydene	\$	\$
	Equal Brand Name:					

Please Reference Section V - Terms & Conditions for ALL Contract Price Changes

CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserve 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.**

BIDDERS INFORMATION

Bidders shall complete this information form in detail and attach to the bid. **Failure to do so may result in rejecting the bid as non-responsive.**

1. Name and address of firm:

2. Toll free or (collect call) telephone number: _____

Contact Person: _____

3. Describe technical services (other than test program) that will be provided - use extra sheets if necessary.

4. Describe in detail used lubricant testing program, listing types of lubricants included, recommended testing frequency for type of lubricant and/or unit and provide sample of laboratory analysis form - use extra sheets if necessary.

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.**

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 and as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

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: _____

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

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: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

**SECTION III
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 in accordance with all applicable statutes of the State of Michigan, 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 pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any 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, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers 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

1. INTENT

It is the intent of this solicitation to acquire for City of Kalamazoo a single, reputable source to furnish lubricants, as required, for a wide variety of equipment of various manufacture: with capability of providing expert back-up services in accordance with the following provisions, requirements, and specifications.

2. EVALUATION AND AWARD

The City will consider as part of evaluation (commensurate with cost); normal and emergency service schedules, technical services and quality of products as they relate to specification; and make award to that bidder whose bid is deemed to be in the best interest of the City of Kalamazoo and having been declared by the City the low, responsive and responsible bid.

3. CONTRACT PERIOD AND RENEWALS

3.1 The contract shall be in effect for a basic one (1) year period commencing on or about June 1, 2024, and continuing for twelve months subject to availability of funds and the following renewal options.

3.2 The City may opt to renew this contract for four (4) one (1) year periods and shall not exceed 4 one-year periods. All renewals shall be upon mutual agreement of both parties.

4. QUANTITIES

4.1 Exact quantities cannot be determined. The annual requirements as noted herein are estimates only and intended as a guide for bidders and basis for bid cost evaluation. Indicated quantities are not a guarantee of minimum or maximum purchases under this contract. Actual purchases may be more or less.

4.2 The City reserve the right to add or delete items during the term of this contract. Prices of any new items will be negotiated prior to acceptance.

5. PRICES

5.1 Prices bid herein shall be quoted F.O.B. delivered to the locations stated above and shall include all handling, freight, and shipping costs.

5.2 Unit prices as bid by the Contractor shall remain firm for the contract period of the contract or for each contract extension period thereafter.

6. BILL OF LADING

At the time of delivery each delivery location shall receive a bill of lading or packing slip which shall state the contract number, name of using agency, product description and quantity.

Lubricants

7. **INVOICING FOR THE CITY OF KALAMAZOO**

Upon delivery the vendor shall leave an itemized copy of the packing slip with the using agency and obtain signature of proof of delivery. The vendor shall submit a monthly invoice in duplicate listing detail of items and cost.

All original invoice(s) will be sent to the Budget and Accounting Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at 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 Budget and Accounting 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 Budget and Account Division with a copy of their W-9 if they are providing a service to the City of Kalamazoo.

8. **USING AGENCIES/DELIVERY LOCATIONS**

- A. Fleet Services Division, Department of Public Services 415 E. Stockbridge Avenue, Bldg B
- B. Department of Public Services, Harrison Street Facility 415 N. Harrison Street

NOTE: The Contractor shall be capable of providing emergency deliveries within twelve (12) hours of notification by the using department(s).

9. **ORDER RELEASES**

Each of the above using agencies will place verbal telephone orders as required for their individual requirements.

NOTE: The Contractor shall provide a telephone number for the order releases to be made. The Contractor is responsible for meeting the delivery time requirements and providing the correct products as specified and ordered. Use of the third-party answering service shall not constitute excuse for not meeting the requirements of this contract.

10. **QUESTIONS**

Questions relative to the bidding procedures and terms and conditions may be addressed to Nicole Kling, Buyer at (269) 337-8746, or klingn@kalamazoocity.org. Questions regarding specifications may be directed to the following department contacts:

- Tom Quigley, Fleet Services at (269) 337-8761
 - Chris Nelson, Harrison Street Facility at (269) 337-8539
- However, this does not relieve the requirements of Page 1, Item 3.

SECTION V
GENERAL REQUIREMENTS

1. **PRODUCT QUALITY**

To assure that quality products are furnished to the City, this solicitation is restricted to major brand lubricants; or those refined, blended and marketed under the manufacturer's name. The lubricants specified herein shall be refined from high quality virgin paraffinic base stocks, blended with additives formulated to give efficient and safe lubrication to the types of equipment for which they are designed.

2. **PRODUCT IDENTIFICATION**

2.1 All packaged products (drums, pails, quarts and tubes) shall bear the name or logo of the refiner, type and class and/or grade of lubricant (API, SAE, NLGI, AGMA, etc.)

2.2 Each bulk delivery shall be accompanied with a sample kit mailer, when requested by the using agency, addressed to the refiner's laboratory for product testing and identification. This service shall be provided at no additional cost to the City.

2.3 Failure of the Contractor to comply with this provision may result in rejection of the shipment.

3. **GUARANTEES**

3.1 The bidder shall guarantee that the products he/she proposes to furnish meet or exceed the minimum specifications provided herein, and the warranty requirements of all manufacturer's equipment owned and operated by The City of Kalamazoo.

3.2 The Contractor shall guarantee to repair or replace, at his/her cost, any equipment or components because of damages or excessive wear directly caused by an incorrect or inferior lubricant furnished by the Contractor; provided it can be shown that the application and maintenance services were conducted by the City in accordance with recommendations and/or industry standards.

4. **PHYSICAL AND CHEMICAL PROPERTIES**

Bidders shall submit with their bid the refiner's specification for each item showing typical physical and chemical properties, a description of general qualities and characteristics and application. These specifications shall be submitted on the refiner's printed form and not from any dealer's or distributor's form. **Failure to submit the above with the bid will be cause for rejecting the bid as non-responsive.**

5. **OPTIONAL TECHNICAL SERVICES**

5.1 The Contractor, upon request, shall provide technical or engineering services to City using agencies to assure that proper methods and techniques are employed in changing from current brand products to new brands and to recommend and instruct in the application and use of products furnished under this contract.

OPTIONAL TECHNICAL SERVICES (cont.)

- 5.2 The Contractor shall provide, (when required by the using agency) a complete oil testing program consisting of a spectrographic analysis to determine the condition of used lubricants and report whether the lubricant is in a usable condition and also set a proper oil drain period for the unit from which the sample was obtained. The reports must also recommend whatever maintenance is needed for the unit from which the sample was obtained, if maintenance is indicated by the lubricant analyzed.

Each analysis report shall show the following:

Viscosity of used lubricant @ 100 degrees C	PPM lead
SAE grade	PPM copper
% water	PPM aluminum
% antifreeze	PPM silica
% fuel dilution	PPM chrome
Solids	PPM tin
Varnish	PPM sodium
PPM iron	PPM boron

6. The supplier shall return all telephone calls requesting information within 24 hours or one (1) business day.

7. LAWS, ORDINANCES AND REGULATIONS

- 7.1 The Contractor shall keep himself/herself fully informed of all local, state, and federal laws, ordinances and regulations in any manner affecting the commodities specified herein and furnished by the Contractor. He/she shall at all times observe and comply with such laws, ordinances and regulations.
- 7.2 Product safety and data sheets, if required by law, shall be furnished with delivery to the City's ordering department. **Failure to do so may be cause for default of contract.**

DETAILED SPECIFICATIONS

- Oil, Motor, API Class SF-CD-CC single and multi-viscosity - mixed fleets
 - This specification covers a premium quality engine oil to be used in mixed fleets consisting of different makes and models of diesel and gasoline engines used in city, over-the-road and off-the-road service. It may also be used in transmissions, gear cases and hydraulic systems of mobile equipment where heavy-duty motor oils are recommended by equipment manufacturers. Sulfated ash shall not exceed 1.000 percent weight.
 - This oil shall be available in Viscosities SAE 30 and 15W/40 CJ4 and shall be available in bulk (150 gallon minimum), 55-gallon drum and in quarts.
- Automatic Transmission Fluid, Wolf's Head SYN
 - Wolf's Head automatic transmission fluid with high performance transmission fluid meeting Allison specification TES-295. Wolf's Head Syncon or approved equal.
 - This product shall be available in a 55-gallon drum.
- Grease, Multi-Purpose, Chassis and Wheel Bearing
 - This specification covers a multi-purpose grease for automotive and industrial use.
 - This grease shall be of the multi-purpose extreme pressure type and shall be suitable for wheel bearings, ball joints, chassis fittings, water pumps, grease cups, ball and roller bearings, trunnion-bushing universal joints, needle bearing universal joints, bearings on electric motors, track-type tractors, truck wheels, track support rollers and track idlers.
 - The grease shall have a soap-base, Lithium twelve hydroxy stearate or approved equal.
 - The grease shall be readily pumpable with ordinary air-operated greasing equipment.
 - The product shall not separate in storage or in use and shall not harden when packed in bearings.
 - Shall have good temperature stability, water resistance, high level of oxidation and corrosion protection.
 - Grade No. EP2.
 - This product shall be available in a 55-gallon drum, 5 gallon pail and 10-14, 2 ounce tubes.
- Oil, Tractor, Hydraulic (Universal Blend)
 - This specification covers a hydraulic fluid designed for lubrication systems of modern tractors. This lubricant shall function effectively in the hydraulic system, torque converter, transmission, P.T.O., differential, power steering and wet brakes.
 - The oil shall be available in a 55-gallon drum.
- Oil, Engine SAE 10W30 (Synthetic Blend)
- Oil, Engine 10W40
- Oil, Engine SAE 5W30 Dexos (Full Synthetic)
- Oil, Engine 0W20 Dexos (Full Synthetic)
- Oil, Engine SAE 5W20 (Synthetic Blend)
 - The oil shall be available in a 55-gallon drum.
- Chevron EP Red Lithium Grease shall hold up under extreme high and low temperatures, high pressure and with no runoff.

- Shell Tellus Hydraulic Oil
- Annual requirements:
 - **T-22** Shell Tellus Hydraulic Oil
 - 55-gallon drum
 - **T-32** Shell Tellus Hydraulic Oil
 - (Is used on the Public Safety Fire trucks and **MUST** be in 5-gallon pail)
 - 5-gallon pail
 - **T-68** Shell Tellus Hydraulic Oil
 - (Is used in the Elgin Pelican Sweepers)
 - 55-gallon drum
- Oil, Hydraulic AW46
 - Bulk (150 gallon minimum)
- Anti-Freeze, Permanent (Green Color), Ethylene Glycol Based
 - 55-gallon drum
- Anti-Freeze, Global – Universal (Gold/Yellow Color)
 - 55-gallon drum
- Dynalife L - EP 000
 - 35 lb. pails, annual use 4 pails
- R & O 100
 - 55-gallon drum, annual use 6 drums
- R & O 220
 - 55-gallon drum, annual use 6 drums
- R & O 320
 - 55-gallon drum, annual use 6 drums
- Citgo Lithoplex RT#2
 - This product shall be available in tubes and kegs.
- Mobile (Mobile Lith) SHC 460 – **NO SUBSITUTE – MOBILE ONLY**
 - This product shall be available in tubes.
- Oil Analysis Kits
 - This product shall be available in cases.
 - Clarion Food Grade A/W Hydraulic Oils use an additive system designed specifically for lubricants for food processing equipment.
 - 55-gallon drum
- SAE 85w/140
 - 55-gallon drum
- Oil, Compressor, Rotary Type

Lubricants

Bid Reference No: 40531-003.0

- This specification covers oil for injection into the cylinders of rotary air compressors to remove the heat of compression, seal compression chambers and lubricate the moving parts. It shall be a multiple purpose lubricating oil manufactured from highly refined paraffinic base stock and inhibited against oxidation, corrosion and foaming and have good water separating ability.
- Shall be available in two grades: ISO Viscosity, Grade Identification No.'s 46 and 100.
- Shall be available in a 55-gallon drum.

- Mineral Spirits
 - This specification covers a good quality petroleum distillate to be used as a general-purpose cleaning solvent. It may be used as a paint or varnish thinner.
 - Shall be available in a 55-gallon drum.

- Bulk Synthetic Universal - ATF Fluid

- Antifreeze Coolant (Green)
 - 55-gallon drum

- 5W30 (Synthetic Blend)
 - 12-quart case

- 10W30 (Synthetic Blend)
 - 12-quart case

- Antifreeze, Final Charge 50/50 Global Extended Life (Pink/Red in color)
 - 55-gallon drum

SECTION VI
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 reserve 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 bid 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 are 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. PAYMENTS

Unless otherwise specified in this contract, the Contractor will be paid in 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. City of Kalamazoo payments are processed by the Financial Services Division after receipt of an original invoice from the Contractor and approval by the department.

6. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserve 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.**

7. 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.

8. RIGHT TO AUDIT

The City or their designees 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.

9. 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, and LL Harris and Associates, 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.

10. DEFAULT

The City may at any time, by written notice to the Contractor, terminate its portion of 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

Lubricants

Bid Reference No: 40531-003.0

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 reserve 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.

- 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 either listed in this contract or available by operation of law.

11. 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.

12. CONTRACT PERIOD, EXTENSIONS, CANCELLATION

- A. The contract shall be in effect for the term stated in the specifications.
- B. The City may opt to extend this contract upon mutual agreement of the contracted parties. The number of extensions shall be limited to that stated in the specifications.
- C. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of all parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- D. All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- E. Notwithstanding other provisions of this contract, the City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- F. Notwithstanding other provisions of this contract, each party may terminate the contract (or any extension thereof) without cause at the end of any twelve (12) month term by giving written notice of such intent at least 60 days prior to the end of said twelve (12) month term.
- G. All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or sent by First Class mail; faxed or emailed to the last known address.
- H. If cancellation is for default of contract due to non-performance, the contract may be canceled at any time (see Item 10, DEFAULT).

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 individuals 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.