

August 22, 2011

Bid No. 12-15

INVITATION TO BID

Bids marked "ANNUAL CONTRACT FOR LUBRICANTS AND OILS" will be received at the Purchasing Department, City Hall, 200 E. Kleberg, Kingsville, Texas until 1:30 P.M. on September 13, 2011 for:

**ANNUAL CONTRACT FOR LUBRICANTS & OILS
AS PER ATTACHED SPECIFICATIONS
F. O. B. KINGSVILLE, TEXAS DESTINATION POINT**

Additional specifications or information may be obtained at the Purchasing Department, 200 E. Kleberg, (361) 592-8036 or (361) 595-8025. Requests for bid packages may also be made by e-mailing your request to: purchdir@cityofkingsville.com. Bidders may be present for the bid opening.

All bidders are encouraged to submit literature or responses to this solicitation on recycled and recyclable paper, printed on both sides, where practicable.

All bids will be publicly opened and read if received by the above stated time, place, and date. Any bid received after the time set for the opening thereof will be returned to the bidder unopened.

The bid will be awarded to the lowest, responsible bidder or the bidder who provides goods and services at the best value to the City of Kingsville.

THE CITY, IN ACCORDANCE WITH LAW, RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. The City shall be the sole judge of "responsible" and "best value" and this determination shall be final except in cases of a clear definitive showing that such determination is arbitrary, capricious, and unreasonable.

Mr. David Mason
Purchasing Director

INSTRUCTIONS TO BIDDERS

1. DO NOT DELAY REVIEWING THIS BID.

This bid has mandatory due date established which cannot be waived under any circumstances. If you did not receive this bid directly from the City of Kingsville, please promptly notify the Purchasing Department of your name and address to ensure receipt of any addenda or other communications regarding this bid.

2. In accordance with the attached specifications, it is the intent of this Invitation to Bid to receive bids from qualified bidders for lubricants and oils for the period commencing October 1, 2012 and ending September 30, 2013.
3. Quantities listed are the City's best estimates and do not obligate the City to order or accept more than the City's actual requirements during period of this agreement, as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period. **Any demand or order made by any employee or officer of the City of Kingsville other than the Purchasing Director, for quantities in excess of the quantities shown on the purchase order shall be void if the Purchasing Director was not notified prior to the Contractor's performance.**
4. The successful bidder shall be able to furnish lubricants and oils within two (2) calendar days to the Public Works Service Center, 1300 E. Corral, Kingsville, Texas. If the successful bidder does not have a requested item in stock, it will be the responsibility of the successful bidder to obtain items that meet specifications and deliver it within two (2) calendar days.

Oils and greases will be delivered in drums or suitable containers, clearly marked as to brand name and product contained therein. Containers are to be in good condition, all openings to be in good working order. Drums or other containers are to be on consignment basis. All drums are to be returned to the successful bidder at the earliest possible moment.

If the seller refuses to make deliveries of the lubricants and oils within the time specified, or any extension thereof, the city may, by written notice, terminate the right of the seller to proceed with deliveries of such lubricants and oils to which there has been a delay. In such an event, the City may purchase similar lubricants in the open market or under another contract.

Instructions to Bidders

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5. It is required that the total price for the lubricants and oils shall include all shipping and handling charges so that it may be accepted F.O.B. Kingsville, Texas.
6. All invoices must show the purchase order number.
7. Delivery of Bids

It is the Bidder's responsibility to deliver his/her bid at the proper time and to the proper place.

8. Notice of Bids

Award of contract will be by "Letter of Award" issued by the City of Kingsville's Purchasing Director. Actual purchases will be made by Purchase Order issued as requirements arise.

The items or services described herein, shall be purchased from the lowest, responsible bidder submitting a bid or the bidder providing goods or services at the "best value" for the City of Kingsville; or, if appropriate, all bids will be rejected. The determination as to which bidder submitted the responsible and "best value" bid shall rest solely with the City, and shall be based on the lowest total cost to the City. In making this decision, the initial purchase price **plus** the following criteria will be considered.

- a. Scheduled delivery times.
- b. Facilities of the supplier; it must have facilities adequate to service what he/she sells.
- c. Past performance of the supplier and manufacturer concerning such things as meeting scheduled delivery times and parts and service support, both before and after warranty.
- d. The quality of the bidder's goods or services.
- e. The extent to which the goods or services meet the City of Kingsville needs.
- f. The total long-term cost to the City of Kingsville to acquire the bidder's goods or services.

9. Cancellation Terms

The City of Kingsville shall have the right to cancel, for good cause, any contract entered into under the terms and conditions of this bid at any time on thirty (30) days written notice. Vendor shall have the right to cancel the contract subject to the City of Kingsville's approval at any time on thirty (30) days written notice.

10. Extension of Contract

The City of Kingsville reserves the right to extend this contract for a period of sixty (60) days.

11. MSDS

Material Safety Data Sheets shall be required for all products purchased from the successful bidder. These shall be mailed to the City of Kingsville's Purchasing Office prior to making first delivery of such product under this contract.

GENERAL CONDITIONS FOR BIDS

**** READ CAREFULLY ****

1. THE BID PACKAGE FILED IN THE PURCHASING DEPARTMENT AND THE INFORMATION CONTAINED WITHIN IS THE ONLY AUTHORIZATION TO PROVIDE THE OUTLINED MATERIALS, ITEMS OR SERVICES REQUESTED UNDER THIS BID BY ANY COMPANY.
2. The Purchasing Department requests that you respond with the Colored return envelope supplied. If another envelope is used, mark clearly on it the bid opening date.
3. The City of Kingsville will accept bids submitted on bid forms provided by the City of Kingsville only. Bids submitted on other forms, other than those provided by the City, will be considered non-responsive and will not be included for further evaluation.
4. Unless otherwise stated in the specifications, all prices will be considered firm for acceptance within sixty days of bid opening. Any exception to this must be so stated on the face of offer.
5. The City of Kingsville is exempt from all Federal Excise Taxes and also from State and City Sales Tax, under authority of Chapter 20, Title 122A, Revised Civil Statutes of Texas. Properly executed exemption certificates will be furnished on request.
6. Preference will be given when prices quoted are F.O.B. delivered with all transportation charges prepaid. Unless otherwise stated, all items shall be considered as F.O.B. delivered.
7. The City of Kingsville will pay for articles or services purchased under this bid within thirty days after proper delivery and receipt of correct and proper invoice. In case of a discrepancy between the unit price and the extension, the unit price will be taken.
8. The City of Kingsville reserves the right to remove a company from any commodity index for (1) continued failure to respond when approached, (2) failure to deliver merchandise within promised time, (3) delivery of substandard merchandise, and (4) failure to maintain a competitive position on a particular commodity group.
9. ALL BIDS MUST BE SIGNED BY HAND. Electronic bids are not acceptable.
10. The successful bidder must be capable of handling all bid and delivery requirements.

11. The successful bidder must prove that he/she is duly capable of performing all services or delivering items awarded.
12. A bidder may be rejected for non-performance or a bad performance record.
13. **The City of Kingsville reserves the right to waive any informality in the bid documents.**
14. **Questions:** Any questions about this bid package shall be submitted in writing, no later than September 6, 2011 to City of Kingsville, Purchasing Department, P. O. Box 1458, Kingsville, Texas 78364, Attn: David Mason.
15. A printed copy of the bid tabulation will be available upon written request to the Purchasing Director. Oral requests will not be accepted. Each written request must contain a self-addressed, stamped envelope and must reference the bid title and number. Bid tabulations will be available for public viewing in the Purchasing Department for a period of 30 days from the bid opening. Bid tabulations may also be viewed at the City's Web Site: www.cityofkingsville.com, go to "Departments", Purchasing Department, Bid Tabulations.
16. **EQUAL EMPLOYMENT OPPORTUNITY: THE CITY OF KINGSVILLE DOES NOT DISCRIMINATE BECAUSE OF RACE, CREED, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, OR ON THE BASIS OF DISABILITY.**
17. **ELECTRONIC BIDS: THIS BID IS BEING MADE AVAILABLE BY ELECTRONIC MEANS. THE BIDDER ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY TO INSURE THAT NO CHANGES ARE MADE TO THE BID. IN THE EVENT OF CONFLICT BETWEEN A VERSION OF THE BID SUBMITTED BY THE BIDDER AND THE VERSION MAINTAINED BY THE PURCHASING DIRECTOR, THE VERSION MAINTAINED BY THE PURCHASING DIRECTOR SHALL GOVERN. ONLY SEALED PAPER BIDS WILL BE ACCEPTABLE FOR THIS BID.**
18. **VENDORS ARE RESPONSIBLE FOR CHECKING THE CITY'S WEBSITE FOR ADDENDA PRIOR TO SUBMITTING THEIR BIDS. THE CITY OF KINGSVILLE IS NOT RESPONSIBLE FOR THE CONTENT OF ANY BID PACKAGE RECEIVED THROUGH ANY THIRD PARTY SERVICES. IT IS THE RESPONSIBILITY OF THE VENDOR TO INSURE THE COMPLETENESS AND ACCURACY OF THE DOCUMENTS RECEIVED.**

August 22, 2011

Bid No. 12-15

CITY OF KINGSVILLE
BID FORM

This form must be completed and returned as part of your bid.

Do not include Federal Tax or State Sales Tax. The necessary exemption certificates will be issued upon request.

BY SUBMITTING A BID, THE BIDDER AGREES TO ABIDE BY ALL OF THE TERMS AND CONDITIONS OF THE “INVITATION TO BID” PACKAGE.

Oils must meet or exceed American Petroleum Institute (API) category CF-4/CE/CD-II/SH, Military Specs MIL-L-2104E and MIL-L-46152D (or any superceding classification). Oil specifications must meet or exceed all performance standards for Navistar, Caterpillar, Cummins, Ford M2C-153E, Detroit Diesel, and General Motors 6094M.

ITEM 1: SAE GRADE 15W-40 GASOLINE ENGINE OIL - Heavy Duty Premium API Service /CI-4 Plus, CI-4, CH-4, CG-4, CF-4, CF/SL, SJ engine oil. For use in **all** engines in the equipment Fleet of the City of Kingsville. **Exception:** Two-cycle diesel engines.

Brand Name: _____

		<u>Apx. Annual Req.</u>	<u>Unit Price</u>	<u>Total Price</u>
1.1	12/1 Quart Cases	130 Cases	\$ _____	\$ _____ case
1.2	5-Gallon Pail	6 Pails	\$ _____	\$ _____

ITEM 2: SAE GRADE 15W-50 Gasoline/Diesel Engine Oil: Oil base stock, Multipurpose engine oil. For use in **all** engines in the equipment Fleet of the City of Kingsville. **Exception:** Two-cycle diesel engines.

Brand Name: _____

		<u>Apx. Annual Req.</u>	<u>Unit Price</u>	<u>Total Price</u>
2.2	SAE 15W-50	1 Drum	\$_____ drum	\$_____

ITEM 3: 15-W40 CHEVRON SPECIAL OIL for International Trucks

3.1	15-W40 Oil	30 cases	\$_____	\$_____
3.2	15-W40 Oil	10 (5-gal.) containers	\$_____	\$_____

ITEM 4: SAE GRADE 10W-30, AUTOMOBILE ENGINE OIL: Oil base stock engine oil. For use in all automotive gasoline-powered engines. Oil must Meet or exceed American Petroleum Institute (API) category SH.

Brand Name: _____

		<u>Apx. Annual Req.</u>	<u>Unit Price</u>	<u>Total Price</u>
4.1	12/1 Quart Cases	8 Cases	\$_____ Case	\$_____

ITEM 5: SAE GRADE 5W30 ENGINE Oil, API SERVICE SJ, SH:

Brand Name: _____

		<u>Apx. Annual Req.</u>	<u>Unit Price</u>	<u>Total Price</u>
5.1	12/1 Quart Cases	22 Cases	\$_____ Case	\$_____

ITEM 6 SAE GRADE 5W20 ENGINE Oil, API SERVICE SJ, SH:

Brand Name: _____

		<u>Apx. Annual Req.</u>	<u>Unit Price</u>	<u>Total Price</u>
6.1	12/1 Quart Cases	50 cases	\$ _____	\$ _____

ITEM 7: SAE 30 weight ENGINE OIL for Cat Dozers, Scrapers, etc.
Cat Spec: TO-4M, TDTO, TO-4

Brand Name: _____

		<u>Apx. Annual Req.</u>	<u>Unit Price</u>	<u>Total Price</u>
7.1	55 Gallon Drum	1 drum	\$ _____	\$ _____
7.2	2(5-gal. pails)		\$ _____	\$ _____

ITEM 7A: SAE 50 weight ENGINE OIL for Cat Dozers. Scrapers, etc.
Cat Spec: TO-4M, TDTO, TO-4

Brand Name: _____

		<u>Apx. Annual Req.</u>	<u>Unit Price</u>	<u>Total Price</u>
7.3	55 Gallon Drum	1 drum	\$ _____	\$ _____
7.4	2(5-gal. pails)		\$ _____	\$ _____

ITEM 8: HYDRAULIC OIL: Oil base stock, anti-wear grade hydraulic oil having high performance qualities, high oxidation stability, corrosion inhibited, foam inhibited and meeting **all** requirements of major hydraulic pump manufacturers regarding anti-wear type hydraulic oils. Product must meet or exceed the following manufacturer's specifications.

AW 32

Brand Name: _____

	<u>Apx. Annual Req.</u>	<u>Unit Cost</u>	<u>Total Price</u>
8.1 6/1 gallon containers	1 case	\$_____	\$_____
8.2 5 gallon container	5 ea	\$_____	\$_____
8.3 55 Gallon drum	5 ea	\$_____	\$_____

AW46

Brand Name: _____

	<u>Apx. Annual Req.</u>	<u>Unit Cost</u>	<u>Total Price</u>
8.1 6/1 gallon containers	1 case	\$_____	\$_____
8.2 5 gallon container	5 ea	\$_____	\$_____
8.3 55 Gallon drum	5 ea	\$_____	\$_____

AW 68

Brand Name: _____

	<u>Apx. Annual Req.</u>	<u>Unit Cost</u>	<u>Total Price</u>
8.1 6/1 gallon containers	1 case	\$_____	\$_____
8.2 5 gallon container	5 ea	\$_____	\$_____
8.3 55 Gallon drum	5 ea	\$_____	\$_____

Item 9: UNIPRO INJECTION CLEANER FUEL or approved equal

Brand Name: _____

Price F.O.B. Kingsville, Texas \$_____ per case

Annual Requirements: 1 case
(12 quarts per case)

Total \$_____

Item 10: UNIPRO SP 4220 ENGINE DEGREASER or approved equal

Brand Name: _____

Price F.O.B. Kingsville, Texas \$_____ per case

Annual Requirements: 84 cases

Number of quarts per case: 6 quarts
Indicate here if more than 6

Total \$_____

ITEM 11 UNIPRO SP 4820 BRAKE CLEANER or approved equal

Brand Name: _____

Price F.O.B. Kingsville, Texas \$_____ per case

Total \$_____

Annual Requirements: 110 cases

Number of quarts per case: 6 cases
Indicate here if more than 6 _____

ITEM 12. PENETRATING OIL SPRAY (12 oz. Aerosol spray cans per case)

Brand Name: _____

Price F.O.B. Kingsville, Texas \$ _____ per case

Annual Requirements: 6 cases
Total \$ _____

Number of cans per case: 12
Indicate here if more than 12 _____

Annual Requirements: 1 case Total \$ _____

ITEM 13 FULL SYNTHETIC MOTOR OILS

Brand Name _____

5W20 12/1 Qrt Cases Price per case \$ _____

5W30 12/1 Qrt Cases Price per case \$ _____

10W30 12/1 Qrt Cases Price per case \$ _____

ITEM 14 AMSOIL OR CITY'S APPROVED EQUAL OIL FOR POLICE CARS

14.1 10w-30 ATM/6 5113
Brand Name: _____

Price F. O. B. Kingsville, Texas \$ _____ per gal.

Annual Requirements: 48 gallons

14.2 5W-30 ASL
Price F. O. B. Kingsville, Texas \$ _____ qts.

Annual Requirements: 48 quarts

14.3 Price F. O. B. Kingsville, Texas \$ _____ gal.

Annual Requirements: 36 gallons

ITEM 15: ANTIFREEZE

“Green” 50/50 Mix Brand_____

15.1 Gal. # per case_____ Case Price_____

15.2 55 Gal Drum Drum price_____

“Gold Extended Life” Brand_____

15.3 Gal. # per case_____ Case Price_____

15.4 55 Gal Drum Drum price_____

ITEM 16: Value Craft or City’s Approved Equal Windshield Washer

Price F. O. B. Kingsville, Texas \$ _____gal.

Estimated Quantity: 60 gal. (Packaged 6 per cs.)

GRAND TOTAL FOR ALL ITEMS \$ _____

DELIVERY AND SERVICE

1. Deliveries will be made within _____ calendar days after receipt of order.
2. Business hours are from _____ A.M. to _____ P.M. _____ days per week.

Price is firm from **October 01, 2011 through September 30, 2012.** Yes____
No____

Price has escalating clause: _____. Please Explain:

I certify that the above oils and lubricants to be delivered under this bid will meet or exceed all of the minimum specifications and conditions set forth by the City of Kingsville, Texas.

DATED THIS _____ DAY OF _____, 2011.

BIDDING FIRM

By: _____
(Print Name)

(Signature)

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Name of Company _____

ACKNOWLEDGEMENT

Please forward this form to the above address, attention: Purchasing Department

Ref: Bid No. 12-15, Lubricants & Oils, **ONLY IF YOU ARE NOT BIDDING!**

If you elect not to bid, we would be interested to know why. Usually when a firm chooses not to bid it relates to one of the following problems:

1. _____ Specifications too "tight", i.e. geared toward one vendor and/or manufacturer only.
2. _____ Insufficient time to respond to the Invitation for Bid.
3. _____ We do not offer this product or an equivalent.
4. _____ Perception on vendor's part of favoritism.
5. _____ Our product schedule would not permit us to perform.
6. _____ Unable to meet specifications.
7. _____ We do not choose to expend time and expense to administer Performance Bonds.
8. _____ Specifications unclear.
9. _____ Vendor payment problem history.
10. _____ Transportation cost restraint.
11. _____ Other

Remarks: _____

It is important to me to understand why your firm was uninterested in bidding to us. This will help me evaluate our bids and make changes that may be required. Therefore, if you would be so kind to indicate to me why you could not bid, I would be very appreciative.

I look forward to your response. Should you have any questions or care to discuss this further, please do not hesitate to contact me directly at (361) 595-8025.

Sincerely,

Mr. David Mason
Purchasing Director