CITY OF BIRMINGHAM-PURCHASING DIVISION
P-100 CITY HALL
710 NORTH 20TH STREET
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

TONYA ADAMS, BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

JUNE 07, 2022
ITB# 22-72

TO:	Prospective Bidders
INVITATION TO BID NUMBER:	**22-72 (A complete copy can be downloaded at www.birminghamal.gov)**
SEPARATE SEALED BIDS FOR:	**PETROLEUM PRODUCTS AND WASTE OIL PICKUP**
INVITATION TO BID RESPONSES WILL BE RECEIVED BY:	TONYA ADAMS, BUYER Purchasing Division 710 North 20th Street, P-100 City Hall Birmingham, AL 35203-2227

*****IMPORTANT SOLICITATION DATES*****

BID DUE DATE:	**BID OPENING DATE:**
Friday, June 24, 2022, by 5:00 PM (Central Standard Time)	**Monday, June 27, 2022, at 11:00 AM (Central Standard Time)**

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at www.birminghamal.gov (go to link titled Work, then click on Bidding Opportunities), or by visiting the Purchasing Office at the address shown above, or by calling (205) 254-2265 and requesting a copy be mailed to you.

BID OPENING WILL BE HELD AT:
Purchasing Division
P-100 City Hall
710 North 20th Street
Birmingham, AL 35203-2227

TELEPHONE INQUIRIES – NOT ACCEPTED

Telephone inquiries with questions regarding clarification of any and all specifications of the ITB will not be accepted. All questions **must** be e-mailed to tonya.adams@birminghamal.gov.

Submissions may be withdrawn, modified, and resubmitted prior to the formal bid opening due date. **Any submission modification(s) submitted after the "Bid Due Date" may not be considered.**

The City of Birmingham reserves the right to accept or reject any or all bids, or any part of any bid, and to waive any informalities or irregularities in the bid. The City of Birmingham may award contract in whole or in part based on the needs of the City of Birmingham.

All costs incurred by the company to respond to this solicitation will be wholly the responsibility of the Bidder. All copies and contents of the bid, attachments, and explanations thereto submitted in response to this ITB, except copyrighted material, shall become the property of the City of Birmingham regardless of the bidder selected. Response to this solicitation does not constitute an agreement between the Bidder and the City of Birmingham.

The City of Birmingham is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Birmingham or any other means of delivery employed by the bidder. Similarly, the City of Birmingham is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. Late bid responses will be retained in the bid file, unopened.

PUBLISHED: BIRMINGHAM NEWS ON 6/10/22

RELEASED BY:

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INVITATION TO BID (cont'd)

Sealed bids marked " **PETROLEUM PRODUCTS AND WASTE OIL PICKUP"** will be received by the Purchasing Agent, P-100 First Floor of City Hall, 710 North 19th Street, Birmingham, Alabama 35203.

Bids will be accepted until 5:00 P.M. central time (standard or daylight savings time, as applicable) on **Friday, June 24, 2022.** **Bids submitted after these dates and times will not be considered.**

Bids will be publicly opened at 11:00 a.m. on Monday, June 27, 2022.

The City has resumed having public bid openings and if you plan to attend in person, we ask that you wear a mask. You may also participate virtually via WebEx. Login information can be found on the City's website at www.birminghamal.gov (click on the link titled **Work** then click on **Bidding Opportunities**).

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any bid/proposal responses, which are received later than the date and time, indicated above. Late bids/proposals will be retained in the bid/proposal file, unopened.

TELEGRAPHIC/ELECTRONIC BID RESPONSES
Bid responses sent by electronic devices (i.e., facsimile machines and email) are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other means.

TERM OF CONTRACT
Any contract resulting from this ITB will become effective upon bid award. Per Section 3-3-7(7) of the Birmingham City Code and State Bid Law, the proposed contract shall be in effect for a minimum of one (1) year guaranteed with the option of renewal, contingent upon Council approval.

ADDENDA
Any addenda will be available on the internet. Bidder is responsible for checking the website for addenda until the bid opening date. Addenda will be mailed to only those vendors who were provided a copy in person or by mail.

CERTIFIED CHECK/BID BOND/CASHIER'S CHECK
It is required for any contract exceeding $10,000.00 that the bidder submits with his bid a certified check, a cashier's check, or a bid bond payable to the City of Birmingham in the amount of $1,000.00. Bid bond checks will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of award. Should the successful bidder fail to accept the award, the bid bond check shall be forfeited.

All bids are to be submitted on the bid form provided and all bids are to F.O.B. City of Birmingham, AL delivered.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening.

The City reserves the right to reject any or all bids submitted, in whole or part, and to waive any informalities.

Bids must be submitted in a sealed envelope marked " **PETROLEUM PRODUCTS AND WASTE OIL PICKUP", 5:00 PM, 06/24/2022".** Bids may be **hand delivered** to Purchasing, Room P-100 First Floor, City Hall, Birmingham, Alabama or **mailed** to City of Birmingham, 710 North 20th Street, Birmingham, AL 35203. Bids mailed in (i.e. USPS, Federal Express, UPS, Airborne, etc.) **must** specify delivery to Room P-100, 1st Floor-City Hall.

Edward Williams, Assistant Purchasing Agent

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INVITATION TO BID (cont'd)

GENERAL

The City of Birmingham is seeking bids for the supply of various petroleum products. This bid will be for virgin petroleum products only and will consist of motor oils, gear lubes, transmission fluids, hydraulic fluids, chassis lubricants and multi-purpose grease. The City intends to award to the lowest priced, responsive, responsible bidder by group. Also included in this bid is a "Waste Oil Pick-Up Option". The City reserves the right to choose to include this option as a part of the contract, to consider and award it separately, or to disregard it altogether and make no award. **For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by State of Alabama Code, Section 41-16-50, in determining the low bidder.**

Only complete, full line petroleum products distributors will be considered eligible for award.

Only vendors with warehouse facilities which carry active inventories of the product specified and are located within Jefferson County or any county contiguous to Jefferson County will be considered eligible for award.

The City is exempt from all taxes. **All bids submitted are to be free of any and all applicable federal, state or local taxes.** The City is required to pay the State of Alabama Inspection Fee on all engine oils. Include line oil price page for Alabama Inspection Fee on all engine oils. **However, do not include this fee in your bid price.** This "fee" is to be listed separately on each invoice submitted by the successful vendor.

The successful bidder must have a qualified service and technical representative available to resolve any lubrication problems or technical questions that may arise during the life of this contract.

Bidders are required to provide an additional two (2) copies of their original bid with their package.

PRICING ESCALATION/DE-ESCALATION

The City of Birmingham may take into consideration an Economic Price Adjustment. All prices offered shall be firm against any increase for twelve (12) months from the effective date of the contract. Sixty (60) days prior to renewal, the City of Birmingham may entertain a request for escalation in accordance with the most recently published consumer price index. Each successive renewal option will be treated in the same manner. the City of Birmingham reserves the right to accept, reject, or negotiate the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase. This clause also enables the City of Birmingham to seek de-escalation on the same terms.

TERM OF CONTRACT

Per Section 3-3-7(7) of the General City Code for the City of Birmingham, the proposed contract shall be in effect for a minimum of one (1) year. The life of this contract shall exist with the approval of both parties with the provision that no price increase in the original bid prices shall be allowed.

All bids submitted are to be F.O.B. delivered, City of Birmingham, Birmingham AL.

CONTACT

Questions in regard to procurement should be addressed in writing to Tonya Adams, Purchasing Division, either by fax, (205) 254-6588, or by email, tonya.adams@birminghamal.gov between the hours of 7:00 a.m. and 3:00 p.m. Monday through Friday.

Questions in regards to technical aspects should be emailed to Cedric Roberts, Department of Equipment Management cedric.roberts@birminghamal.gov and cc Tonya Adams, Buyer at tonya.adams@birminghamal.gov.

FORM W-9

Any successful bidder who is not currently set up as a vendor in the City of Birmingham vendor file will be required to submit a completed W-9 tax form prior to any award. The W-9 tax form may be submitted with your bid or no later than seven (7) working days of receipt of notice of intent to award.

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INVITATION TO BID (cont'd)

BUSINESS LICENSE

The City of Birmingham must have a copy of the successful bidder's current City of Birmingham business license prior to formal award of contract. A copy of his/her license may be submitted along with his/her bid. In the event you receive a notification of intent to award letter, bidder must provide a copy of his/her current business license no later than seven (7) working days of receipt. Failure to submit the requested information will result in the notice of intent to award being revoked.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Vendor acknowledges and agrees that, consistent with federal law and City's public policy, it will encourage disadvantaged business enterprise (DBE) participation to the extent permitted by law. A "disadvantaged business enterprise" is a for-profit small business concern (i) at least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals; and (ii) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. In accordance with federal law, a "socially and economically disadvantaged individual" includes African-Americans, Hispanic Americans, Native Americans, Asian-Americans, women, and any additional groups designated as socially and economically disadvantaged by the federal Small Business Administration.

E-VERIFY

Successful Vendor (located in the State of Alabama or located outside of the State of Alabama, but employs one or more employees within the State of Alabama) represents and warrants that it does not knowingly employ, hire for employment, or continue to employ an "unauthorized alien", as defined by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2011-535 (H.B.56) of the Alabama Legislature, as amended from time to time (the "Act") and that, during the performance of this contract, Vendor shall participate in the E-Verify program as required under the term of the Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

DETAILED SPECIFICATIONS

Use of specific brand names and numbers is not intended to restrict the bidding of any seller and/or manufacturer but is solely for the purpose of indicating the type, size and quality of materials, products, service, or other equipment considered best adapted to the City's intended use. All materials are to be new: no used, remanufactured or refurbished materials will be considered acceptable.

Proprietary specifications may be waived for functional equivalents offered. Functional equivalents are subject to the approval of the Purchasing-Central Stores Department

Only products meeting and exceeding the most current auto, truck and heavy equipment manufacturer's requirements shall be considered. This shall include all known and all proposed changes in the A.P.I. requirements for any product. Only products fully equal to the product specifications will be eligible for consideration. Do not quote items of a lesser grade than those shown.

Only nationally known full line manufacturers such as Shell, Chevron, Exxon-Mobile, Gulf, Phillips 66, Texaco, Union 76, Sinclair, etc. will be eligible for consideration at this time.

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INVITATION TO BID (cont'd)

DETAILED SPECIFICATIONS *Continued*

While the City's preference is that one manufacturer cover the entire bid, the City realizes that in some cases vendors may be required to offer more than one manufacturer's product lines in order to completely quote the bid. The City will accept any such bid as reasonable. Bidders are to include technical specification sheets from all manufacturers quoted. The brand(s) quoted is/are to be the brand(s) supplied for the life of the contract.

The City uses motor oils packaged in quarts, fifty-five (55) gallon drums and bulk quantities, automatic transmission fluid in quarts and fifty-five (55) gallon drums, tractor hydraulic fluid in fifty-five (55) gallon drums and five (5) gallon pails, gear lubricants in 120 lbs. and 400 lbs. drums and greases in all available packages. Vendors must be able to furnish each type of packaging for all products quoted.

Products are to be delivered in returnable fifty-five (55) gallon drums unless otherwise requested. The successful vendor shall be required to pick-up all empty drums and refund the City's deposit at any time the City request such services.

1. **PASSENGER CAR FULL SYNTHETIC MOTOR OIL: SAE 0W20**

API Service categories:	**Manufacture's performance requirements:**
SN-RC,SN,SM,SL,SJ, and all previous API "S" categories	GM-6904M
Energy Conserving for API SM	Ford – WSS-M2C947-A
ILSAC GF-5 (SAE 0W20)	

2. **PASSENGER CAR FULL SYNTHETIC MOTOR OIL: SAE 0W40**

API Service categories:	**Manufacture's performance requirements:**
SN,SM,SL,SJ, and all previous API "S" categories	GM-6904M
Energy Conserving for API SM	Ford – WSS-M2C945-A
ILSAC GF-5 (SAE 0W40)	

3. **PASSENGER CAR FULL SYNTHETIC MOTOR OIL: SAE 5W20**

API Service categories:	**Manufacture's performance requirements:**
SN-RC,SN,SM,SL,SJ, and all previous API "S" categories	GM-6904M
Energy Conserving for API SM	Ford – WSS-M2C930-A
ILSAC GF-5 (SAE 5W20)	

4: **PASSENGER CAR FULL SYNTHETIC MOTOR OIL: SAE 5W30**

API Service categories:	**Manufacture's performance requirements:**
SN-RC,SN,SM,SL,SJ, and all previous API "S" categories	GM-6904M
Energy Conserving for API SM	Ford – WSS-M2C929-A
ILSAC GF-5 (SAE 5W30)	

5: **PASSENGER CAR FULL SYNTHETIC MOTOR OIL: SAE 10W30**

API Service categories:	**Manufacture's performance requirements:**
SN,SM,SL,SJ, and all previous API "S" categories	GM-6904M
Energy Conserving for API SM	Ford – WSS-M2C929-A
ILSAC GF-5 (SAE 10W30) Delo 400XLE or equal	

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INVITATION TO BID (cont'd)

DETAILED SPECIFICATIONS *Continued*

6. PASSENGER CAR MOTOR OIL: SAE 5W20

API Service categories:
SM, SL, SJ, SH, and all previous API "S" categories
Energy Conserving for API SM
ILSAC GF-4 (SAE 5W20)

Manufacture's performance requirements:
Ford – WSS-M2C930-A

7. PASSENGER CAR MOTOR OIL: SAE 5W30

API Service categories:
SM, SL, SJ, SH, and all previous API "S" categories
Energy Conserving for API SM
ILSAC GF-4 (SAE 5W30)

Manufacture's performance requirements:
Ford – WSS-M2C929-A
GM – GM 6094M
Daimler-Chrysler – MS6395P

8. PASSENGER CAR MOTOR OIL: SAE 20W50

API Classification - Service categories:
SM, SL, SJ, CF
ACEA A2/B2
CCMC G4, PD2
US Military MIL-L-46152E

9. HEAVY DUTY FLEET MOTOR OIL (Gasoline-Diesel): SAE 15W40

Must meet the requirements for low emission DPF/EGR engines as well as older engines. Suitable for use in heavy construction equipment, and agricultural equipment as well as on highway trucks & autos.

API Service categories:
Meets or exceeds: CJ-4 CI-4 PLUS, CI-4, CH-4, CG-4, CF-4, CF, SL, SJ

Manufacture's performance requirements:
Caterpillar ECF-3, ECF-2
Cummins CES 20081
Detroit Diesel 93K218
Mack EO-O Premium Plus
Volvo VDS-4

10. MONO-GRADE OIL: SAE 10W

Must meet or exceed manufacturer's specifications for use in hydraulic systems and hydrostatic transmissions in Caterpillar and other off-road construction equipment recommending mono-weight oils. Suitable for use in gasoline, diesel, LPG, and LNG engines where required.

API classification: CF
Caterpillar TO-2
Detroit Diesel GM-6094-M
Mack EO-K/2 & EO-K
Allison C4 (SAE 10W)

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INVITATION TO BID (cont'd)

DETAILED SPECIFICATIONS *Continued*

11. MONO-GRADE OIL: SAE 30W

Must meet or exceed manufacturer's specifications for use in hydraulic systems and hydrostatic transmissions in Caterpillar and other off-road construction equipment recommending mono-weight oils. Suitable for use in gasoline and diesel engines where specified.

API classification: CF
API Service SE & SD (obsolete) gasoline engine performance
Caterpillar TO-2
Detroit Diesel
Caterpillar Series 3 /API CD-plus and CF engine oils
Allison C4 (SAE 30W)
John Deere, Allis Chalmers (Fiat Allis), Massy-Ferguson

12. MONO-GRADE OIL: 30 Weight transmission-hydraulic (meeting Caterpillar TO-4 specs)

Must meet or exceed manufacturer's specifications for use in hydraulic systems, final drives, powershift-hydrostatic transmissions, and oil immersed brakes in Caterpillar and other heavy duty off-road construction equipment recommending mono-weight oils meeting the Caterpillar TO-4 specifications. Must be shear stable and lack viscosity index (VI) improvers and thickeners. Must be formulated for low temperature viscosity and fluidity requirements for protection during start up and low temperature operating.

Caterpillar TO-4
Allison C-4
Komatsu, Komatsu-Dresser,
Allison C4 (30W)
Eaton, Eaton-Fuller, ZF, Dana, Rockwell (transmissions)

13. AUTOMATIC TRANSMISSION FLUID

Meets or exceeds the following manufacturer's performance requirements:

General Motors DEXRON® III, DEXRON® IIE, DEXRON® (H-specification)
Ford Motor Company MERCON, Ford M2C166-H
Allison C4 or C3 Fluid
Caterpillar TO-2
Vickers Pump

14. HYDRUALIC FLUID: AW 68 (good quality with anti-wear formula and Red Dye)

Meets or exceeds the following specifications:
AGMA Specifications 1 & 2
Denison HF-0, HF-1, & HF-2
Cincinnati Milacron P-68, P-69 & P-70
Racine Model "S"
Vickers 1-286-S, M-2950-S
Shell Tellus AW68 " or fully equal.

DETAILED SPECIFICATIONS *Continued*

15. HYDRUALIC FLUID: AW 32, 46 & 68 (premium quality, anti-wear formula, dielectric rated)
Formulated for use in high pressure pumps and hydraulic systems. Formulated for wide temperature range use, and to minimize viscosity loss due to mechanical shear, to resist excessive foaming, to be non-corrosive to brass and/or bronze and to resist oxidation. Design specifically for use in mobile hydraulic elevators, hoist and lifts. Dielectric Strength of not less than 35 kv as per ASTM D877,

Recommended for:
AGMA R&O Grades 1 and 2 (non-EP)
Cincinnati Machine P68, P69 and P70 (ISO VG 32, 68 & 46) anti-wear hydraulic oils
Denison HF-0, HF-1 and HF-2 hydraulic fluid for axial piston pumps and vane pumps.
DIN 51524 Part 2 anti-wear hydraulic foils
Vickers M-2950-S for mobile hydraulics
Approved for use in high pressure & system applications by Dynex, Hydreco, Oilgear, Racine, Sunstrand and Vickers.
Union76/Conoco/Phillips "76 UNAX® AW-WR" or fully equal.

16. TRACTOR HYDRUALIC FLUID
Multifunctional fluid used in all types of tractors and equipment. For use in transmissions, final drives, wet brakes and hydraulic systems. Must be compatible with equipment manufacturer's proprietary fluids and other fluids of this type. **Must be dyed for easy identification.**

API Gear Performance: API GL-4
Meets or exceeds the following manufacturer's performance requirements:
AGCO - improved power fluid 821XL
John Deere JDM-J20C
Ford New Holland ESN-M2C134-D, FNHA 2, D201.00
Massy Ferguson M1135, M1141, M1143, M1145
Case Corp JIC-143, JIC-145, MS-1206, MS-1207, MAT 3525
MS 1209 MS 1210 (TCH)
Caterpillar TO-2, MTO
Kubota UDT
IH B6
Chevron 1000 THF or fully equal.

17. GEAR OILS: SAE 80W-90 & SAE 85W-140
For use with all types of automotive and industrial bearings and gears especially those operating under sever temperature and extreme load conditions. Must be compatible with conventional sulfur-phosphorus and synthesized hydrocarbon based lubricants.

Meets or exceeds the following performance specifications:
API Service Categories GL-4, GL-5 & MT-1
MIL-PRF-2105E, MIL-L-2105D, MIL-PRF-2105E
Approved for Dana-Spicer SHAES256 & Eaton PS-163
Mack GO-H & GO-J
Meritor O-76A (85W140), O-76D (80W90)
Chevron RPM UGL or fully equal.

DETAILED SPECIFICATIONS *Continued*

18. MULTI-PURPOSE MOLY GREASE: NGLI GRADES 1 & 2

Premium quality extreme pressure (EP) lithium complex grease with minimum of 3% molybdenum disulfide. For use in the lubrication of automobiles, trucks and heavy equipment chassis, drive lines, u-joints, wheel bearings, etc. Must have excellent load carrying ability (Timken OK Load 70 lb.), wear protection, resistance to water washout, excellent resistance to separation, and excellent rust & oxidation inhibition. Minimum dropping point rating of 500 degrees F. NLGI GC-LB certified (No. 1 Grade). Product must be dyed for identification.

Chevron Moly EP series or fully equal.

19. SEMI-FLUID EXTREME PRESSURE (EP) LITHIUM GREASE: NLGI GRADE 00

For use in centralized grease systems. Must have excellent EP characteristics, good high temperature oxidation and thermal stability, excellent shear stability, water resistant and low temperature pumpability.

Formulated with medium viscosity index base oils and a lithium 12-hydroxystearate thickener with an extreme pressure additive and rust and oxidation inhibitors. Minimum dropping point rating of 310 degrees F., Timken OK Load 40 lb. (min.), texture to be buttery (semi-fluid). Product must be dyed for identification.

Chevron Multifak EP or fully equal.

20. MULTI-PURPOSE EXTREME PRESSURE (EP) LITHIUM COMPLEX GREASE (RED): NGLI GRADES 1 & 2

Premium quality extreme pressure (EP) lithium complex grease. For use in the lubrication of automobiles, trucks and heavy equipment chassis, drive lines, u-joints, wheel bearings (with disc brakes), heavily loaded plain and roller bearings, etc. Must have excellent load carrying ability (Timken OK Load 50 lb.), wear protection, resistance to water washout, excellent thermal stability, good low temperature pumpability, and excellent rust & oxidation inhibition. Minimum Dropping Point rating of 500 degrees F. NLGI GC-LB certified. Product must be dyed for identification.

Chevron Starplex EP series or fully equal.

21. DIESEL EXHAUST FLUID (BLUE): FOR DIESEL ENGINES

To assure purity of the DEF used in City Vehicles, Vendor's delivery and handling of the DEF must comply with applicable IS 22241-3 standards.

Must be 32.5% Aqueous Urea Solution.

Must be within the Urea Concentration: 31.8% by weight (Min), 33.2% by weight (Max).

Must meet all the chemical composition requirements of ISO 22241-1 (latest version) a valid current API (American Petroleum Institute) certification.

Must provide test results from an independent laboratory testing facility showing the product meets the performance specifications in accordance to ISO 22241-2 procedures.

22. ANTIFREEZE COOLANT FLUID: FOR USE WITH BOTH GAS AND DIESEL ENGINES

(Red) Extended Life Heavy Duty Antifreeze – Ethylene Glycol Extended Life Heavy Duty Antifreeze – Ethylene Glycol

Color	Visual	**Red**
Specific Gravity @60 Degrees F	D1122	1.1172
Pounds/Gallon	9.3	
pH (50% diluted)	D1287	8.7
Reserve Alkalinity (Undiluted)	D1121	8.0
Freeze Point - °F, 50% diluted	D1177	-34°F
Boiling Point - °F, 50% diluted	D1120	226°F min.
Water, wt. % (Approximate)		2.0
Total Glycol, wt. %		92.5 min.
Glassware Corrosion Test	D1384	Pass
Water Pump Cavitation Test	D2809	Pass

INVITATION TO BID (cont'd)

DETAILED SPECIFICATIONS ***Continued***

Aluminum Corrosion Test	D4340	Pass
Simulated Service Test	D2570	Pass
Ash Content, mass %	D1119	1.26% max.
Foam Test	D1881	30ml max. 0.1 sec max break time.

Heavy Duty Extended Life Antifreezes will meet or exceed the performance requirements of the following specifications:
ASTM D-6210 Caterpillar EC-1
ASTM D-4985 ASTM D-3306

(Green) Non-Extended Life Antifreeze Coolant – Antifreeze is not an extended life coolant and requires the use of Supplemental Coolant Additives (SCA's) in heavy duty and industrial applications.

Typical Characteristics of Antifreeze	Typical	
Concentrate		50/50
Code No.	94010	94067
Appearance	Fluorescent Green	Fluorescent Green
Specific gravity 60/60 °F	1.130	1.06
Freezing point, °F (ASTM D 1177) 50 vol % q.s. aqueous solution	-34	-34
pH (ASTM D 1287), 1:2 dilution with water	10.5	10.3
Reserve Alkalinity (ASTM D 1121), as received	12.0	6.0
Silicate, % (as Anhydrous Alkali Metasilicate)	0.09	0.045

Antifreeze meets or exceeds the requirements of the following specifications:
AAMVA – Freightliner
General Motors BM1825M – General Motors BM1899M
ASTM D 3306 incl. D 4340 (Performance corresponding to GM6038M)
ASTM D 4985 – JJ. Case JIC501
Chrysler MS-7170 - John Deere H24B1
Cummins 90T8-4 – John Deere H24C1
Federal Specification A-A-870 – PACCAR
Ford ESE-M97B44-A – SAE J1034
Mack Truck – TMC of ATA RP-302A

Note: Many heavy-duty diesel manufacturers are changing their requirements to simply require ASTM D 4985

Complete "Product Description" and "Typical Properties" datasheets must be furnished with Bid for each product quoted.

WASTE OIL PICK-UP OPTION:
The City generates a considerable amount of waste oils. These oils are stored at the City's Municipal Garage and the Downtown Service Station sites. In the interest of the recycling of such oils it is the intent of the City to offer these waste oils, as an option, to any interested bidder on a per gallon, payable to the City, basis. The successful bidder will be required to pump all waste oils from the City's storage tanks whenever the City deems necessary or on a routine schedule arranged by the Department of Equipment Management.

Successful bidder for the City's used motor oil must be properly licensed and certified to handle and transport used motor oil. Copies of such licenses and certifications shall be provided to the City's Purchasing Division prior to any pick up of waste oils. Purchasing Division will notify the successful vendor when/if award is made via letter and copies of required documentation are to be sent to; **ATTN: Tonya Adams, Purchasing Division, City of Birmingham, 710 North 20th Street, Room P-100 City Hall, Birmingham AL 35203-2227.**

The Insurance Requirements section applies to the successful vendor of this option and all required documents are to be submitted to the City prior to the performance of any work.

The City reserves the right to choose to include this option as part of the contract, to consider and award it separately, or to disregard it altogether and make no award.

CANCELLATION
The City reserves the right to cancel the contract, in whole or part, and seek new bids at any time the City determines that the services, item(s) and/or product lines(s) being supplied is/are failing to perform satisfactorily. Any bid that imposes a service fee or any other type of fee on any order not exceeding a minimum order quantity or minimum purchase order dollar amount, will be determined a non-responsive bid and will not be considered for award. Municipalities are not liable for sales tax: reference Code of Alabama Section 40-23-4. Costs normally considered pass through costs (property tax, use tax, delivery charge, etc.) to the customer by the provider must be included in any fee proposed (Code of Alabama 40-12-222.) For the purchase of personal property, the City's policy is to apply a local preference option, as allowed by the State of Alabama Code, Section 41-16-50, in determining the low bidder.

TERMINATION OF CONTRACT
Failure to adhere to any or all terms, conditions and specifications as set forth in the contract may result in the immediate termination of the contract. Should termination occur, the holder of the contract may be declared a "non-responsible vendor" This declaration may result in the rejection of any future bids submitted by the vendor for a period of time to be determined by the City

NON-RESPONSIVE BIDDER
Three (3) failures by a vendor in a twelve (12) month period to complete awarded projects within the stated completion time frame will force the City to determine the vendor to be a non-responsible vendor, and that vendor will not have future bids considered for a period of twelve (12) months.

AWARD
Contract will be awarded to the lowest most responsive and responsible bidder by group who meets all bid requirements and has a history of successfully completing like work.

CITY OF BIRMINGHAM-PURCHASING DIVISION
710 NORTH 20TH STREET, P-100 CITY HALL
BIRMINGHAM, AL 35203-2227
OFFICE: (205) 254-2265 / FAX: (205) 254-2484

TONYA ADAMS, BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

JUNE 07, 2022
ITB# 22-72

INVITATION TO BID (cont'd)

CONTRACT AWARD

The contract shall become effective from the date in the Notification of Award letter which will be mailed to the successful vendor. Contract award to purchase the service covered in this bid document shall be construed under and governed by the law of the State of Alabama and each party thereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

SINGLE BID

If a single bid response is received for this ITB, the bid will be rejected in accordance with Title 41-16-50(a) of the Alabama Code. The bid will be opened, but **will not** be read publicly. We will proceed with negotiations for a lower price with the rejected Bidder and other Bidders by means of sealed quotes. The rejected Bidder's initial offer will not be disclosed to other Bidders, prior to the awarding of a contract. The award will be made to the company offering the lowest negotiated quotation, provided that all conditions and specifications required by the City are met.

NEGOTIATIONS

The City of Birmingham reserves the right to enter into contract negotiations with the selected Bidder. If the City and the selected Bidder cannot negotiate a successful contract, the City may terminate negotiations and begin negotiation with the next selected Bidder. This process will continue until a contract has been executed or all proposals have been rejected. No Bidder shall have any rights against the City arising from such negotiations.

QUANTITIES

The quantities shown on the bid form are estimated initial purchase quantities only. Merchandise shall be ordered as requirements dictate. The City reserves the right to purchase more or less than this quantity as conditions require, and no bidder shall attempt to hold the quantities shown as a firm quantity under this contract.

PURCHASE ORDERS

The City will issue purchase order(s) to the successful bidder for the goods and/or services (bid items) that are the subject of the bid. Unless otherwise agreed in a writing that is signed by both parties, the entire agreement between the City and the successful bidder concerning the bid items is comprised of the terms, conditions, specifications and requirements stated in (a) the contemplated purchase order(s), (b) this Invitation to Bid and Specifications and (c) your bid (collectively, the "Contract Requirements").

These writings supersede all former proposals, offers, negotiations, representations or agreements, either written or oral, concerning the provision of vendor's goods and/or services. By acceptance of the City's purchase order(s), the successful vendor agrees to abide by and perform its responsibilities related to the bid items in compliance with the Contract Requirements.

Successful bidder shall not assign this contract to any other party without prior written approval of the City of Birmingham. Contract shall not be assigned to an unsuccessful bidder who was rejected because he was not a responsive or responsible bidder.

ADDITIONAL PURCHASES

The City has attempted to list all petroleum products required during the term of the contract, if mutually agreed upon, additional contracts may be executed, based upon this bid for the same item(s) or related types and/or sizes.

INVITATION TO BID (cont'd)

REDUCTION IN COST
Bidder agrees that the City of Birmingham will be charged no more for item(s) bid than the State of Alabama, and that in the event of a price reduction; the City will receive the benefit of such reduction on any undelivered portion of contract.

Successful bidder acknowledges and agrees that the City has the right to deduct from total amount of consideration to be paid, if any, to the successful bidder under this agreement all unpaid, delinquent, or overdue license fees, taxes, fines, penalties, and other amounts due the City from the successful bidder.

PRICES
Include all labor, materials, equipment, overhead and profit to complete projects as specified. Bidder shall be responsible for payment of all sales, use, lease, ad valorem and any other tax that may be levied or assessed by reason of this transaction. All such costs are to be included in the price bid for each project. City will not pay any additional items of cost listed separately.

STATE INSPECTION FEES
Unit prices must include Alabama State Tax and Inspection Fee on Oils and Lubricants where applicable.

DELIVERY
The City has limited storage facilities so timely delivery is important. All orders placed by the City should be delivered to the specified location listed on Purchase Order within forty-eight (48) hours of placement of the order. Consistent failure by a successful vendor to meet the stated maximum delivery times will constitute grounds for the termination of the contract and the declaration of the vendor as a "non-responsible vendor".

The Central Stores Warehouse receiving hours are: 7:00 a.m. until 3:00 p.m. Monday through Friday. The normal receiving hours for all other locations listed within this document are from 7:00 a.m. until 3:00 p.m. Monday through Friday.

The City has six (6) major delivery locations and approximately three (3) minor locations to be serviced by the successful vendor. Deliveries shall consist of amounts from one (1) through eight (8) drums of product at the time. The vendor shall deliver any amounts requested without delay to the location shown on the delivery request. The City normally request delivery quantities of 165 gallons or more per delivery location. If on rare occasion the City requests smaller quantities for a specific location, no additional price penalty shall be allowed.

The six major delivery location addresses are as follows:

Eastern Area Landfill – 2787 Alton Drive, Birmingham AL 35210
East-End Public Works Department Office - 301 96th Street North, Birmingham, AL 35206
New Georgia Landfill – 2500 47th Avenue North & Lewisburg Road, Birmingham, AL 35217
North Birmingham Public Works Department Office - 2413 27th St. North, Birmingham, AL 35234
Ensley Public Works Department Office - 1044 Avenue W, Birmingham, AL 35214 (Pratt City)
Municipal Garage - 515 6th Avenue South, Birmingham, AL 35205(4 sub-locations within this facility)

The three minor delivery locations addresses are as follows:

Downtown Service Station - 1710 1st Avenue North, Birmingham, AL 35203
Central Stores Warehouse - 431 6th Avenue South, Birmingham, AL 35205
Municipal Garage - Truck Shop - 424 6th Avenue South, Birmingham, AL 35205

The City reserves the right to inspect any potential vendor's facilities, equipment, personnel, and inventories prior to the awarding of the contract to verify that potential vendor has the capability of properly servicing the contract.

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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

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INVITATION TO BID (cont'd)

PRE-PAYMENTS
No prepayments of any kind will be made prior to shipment.

TAX
The City of Birmingham is exempt from all Federal Tax, and sales and use tax, except Alabama tax on oils, lubricants and fuels specifically bought for over-the-road transportation use.

THIRD-PARTY "REMIT-TO"
If bidder has a third-party "remit-to" company, that information must appear on the Bidder's response. The City of Birmingham will send payment to the company designated by Bidder on its response, but will not be responsible for resolving payment issues, should the Bidder change payment processing companies after a payment has been mailed or without forty-five (45) days written notification to the Purchasing and General Accounting divisions of the City of Birmingham.

INVOICING
All invoices must agree with the purchase order in description and price and include the following information:

1.) Purchase Order Number
2.) Ship to Department Name and Address
3.) In order to ensure prompt payment, ALL ORIGINAL INVOICES* MUST BE SENT TO:

CITY OF BIRMINGHAM
EQUIPMENT MANAGEMENT
515 6TH AVENUE SOUTH
BIRMINGHAM, AL 35205-4447

*If invoice does not agree with purchase order, credits or a corrected invoice will be required in order for the City to process payment. **Invoices that do not reference an authorized Purchase Order will be returned to the vendor.**

PAYMENT TERMS
The City's standard payment terms are net 30 days from acceptance. Exceptions may be allowed for discounted early payments, such as 2% 10 net 30 days. The City will not consider any bids requiring C.O.D. payments

HOLD HARMLESS AND INDEMNIFICATION
Vendor(s) shall defend, indemnify, and hold harmless the City of Birmingham, and its agents, employees and officials (hereinafter the "Indemnitees") from and against all demands, actions, damages, judgments, expenses (including but not limited to attorneys' fees, expert fees, court costs and other litigation costs), losses, and claims (including those for bodily injury, sickness, disease or death, or to injury to, destruction or loss of use of tangible property) (collectively hereinafter "Claims") by any third parties (including any employee, subcontractor or representative of the Vendor, hereafter a "Vendor Representative") that arises out of, relates to, results from, or is attributable to any of the following: (a) Vendor's performance or failure to perform its obligations hereunder; (b) any conditions in or about the work sites that the Vendor or any Vendor Representative may encounter; or (c) the use or occupancy of the work sites by Vendor or any Vendor Representatives. This indemnification obligation includes Claims that are caused in part by the negligence of an Indemnitee(s); provided nothing herein shall obligate Vendor to indemnify any of the Indemnitee(s) for Claims resulting from the sole negligence or from the willful misconduct of the Indemnitee(s).

SAFETY
The successful vendor(s) ("Vendor") warrants that it has inspected or will inspect the work sites before performing the services and work contemplated hereunder ("services"). Vendor(s) further warrants that it has not identified any condition or hazard that will prevent it from performing the services in a manner that does not endanger persons or property. Vendor(s) is exclusively responsible for performing the services in a safe manner that does not put at risk the safety of persons (including its own employees or representatives) or endanger property. Vendor(s) shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (i) all its employees and all other persons who may be affected by the services; (ii) all the services and all materials and equipment to be incorporated therein, whether in storage on or off the work sites, or under the care, custody or control of the Vendor(s) or any of its subcontractors; and (iii) other property at the work sites or adjacent thereto. Vendor further agrees to comply with all provisions and requirements set forth in applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over safety of persons or property or to protect them from damage, injury or loss.

PROTECTION DAMAGE
Contractor will be responsible for any damage to property of the City or others caused by him, his employees or subcontractors, and will replace and make good such damage. The contractor will maintain adequate protection to prevent damage to his work and property of others, and take all necessary precautions for the safety of his employees and others. The contractors will comply with all safety laws and regulations in effect in the locality.

QUALITY ASSURANCE
Use adequate numbers of skilled workmen, under proper supervision, who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work in these specifications.

CLEANING AND SAFETY
Bidder is to maintain the buildings and site in a standard of cleanliness as described throughout this document.

PRE-EXISTING CONDITIONS
All pre-existing conditions must be clearly documented (including but not limited to, photographs) to establish a clear definition of the work environment prior to commencing with any activities associated with this project. Vendor is responsible for correcting any defacement, damage or aesthetic appearance changes that occur beyond the point from the documentation of pre-existing conditions and any occurrences of damages during their contract.

Contract award to purchase the service covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdiction of the courts of the State of Alabama.

NON- DISCRIMINATION POLICY
Vendor (and its employees, agents, and any subcontractors) shall not discriminate on the basis of race, color, sex, gender identity, sexual orientation, disability, familial status, or national origin in the performance of the services contemplated hereunder. Failure by the bidder to carry out these requirements is a material breach of its obligations which may result in its termination or such other remedy as the City deems appropriate.

PUBLIC DISCLOSURE
Subject to applicable law or regulations, the content of each Bidder's Proposal shall become public information upon the effective date of any resulting contract.

PROHIBITION AGAINST BOYCOTTING
"By signing this contract the Contractor certifies that it is not currently engaged in, and for the duration of this agreement will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state enjoys open trade.

INSURANCE REQUIREMENTS

Liability Insurance: For the duration of this contract and for limits not less stated below, the Contractor shall carry (i) general liability insurance (either primary or a combination of primary and umbrella coverage) with limits of not less than $1,000,000.00 total with a maximum of $500,000.00 for each occurrence and shall include, but not be limited to, personal injury, property damage, vandalism, property loss and theft; (ii) comprehensive automobile liability insurance concerning owned and rented vehicles operated by the Contractor with limits of not less than $500,000.00 bodily injury per occurrence, $500,000.00 property damage or combined single limit of $500,000.00; and (iii) Workman's Compensation coverage in an amount adequate to comply with the statutory requirements. The City's bid number must appear on any/all copies of the certificate of insurance.

All such insurance shall be provided by a policy or policies issued by a company or companies qualified by law to engage in the insurance business in the State of Alabama with a rating of B+ or better according to the most current edition of Best's Insurance reports. Bidder is to provide written documentation of the company's rating with their bid.

The Contractor may use umbrella or excess liability insurance to achieve the required coverages, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies. These insurance requirements are in addition to and do not affect any indemnification obligation of the Contractor herein.

INSURANCE REQUIREMENTS (cont'd)

City Additional Named Insured: Except for Worker's Compensation coverage, all coverages shall contain endorsements naming the City, and its officers, employees and agents as additional named insured with respect to liabilities that arise out of and result from the operations of the Contractor or the performance of its work. The additional named insured endorsement shall not limit the scope of coverage to the City to vicarious liability but shall allow coverage for the City to the fullest extent provided by the policies. Such additional insured coverage shall be at least as broad as Additional Insured endorsement from ISO, CG 2010.1185.

Policies Primary: All insurance policies required herein are to be primary and non-contributory with any insurance or self-insurance program administered by the City.

Waiver of Subrogation: Contractor shall require the carriers of the above-required insurance coverage to waive all rights of subrogation against the City, and its officers, employees, agents, contractors and subcontractors. Further, Contractor hereby waives any rights of subrogation against the City. All general or automotive liability coverage provided herein shall not prohibit the Contractor or its employees, agents or representatives from waiving the right of subrogation prior to loss or claim.

Proof of Coverage: Before the commencement of services or work hereunder, the Contractor shall provide the City a certificate(s) of insurance and endorsements (including the additional insured endorsements) evidencing compliance with the requirements in this section. Evidence of insurance will not be accepted on a per event basis. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days advance notice to the City. In the event that the City is not notified that any of the coverage required herein is to be cancelled or changed in such a manner as not to comply with the requirements of this Contract, the Contractor shall, within fifteen (15) days prior to the effective date of such cancellation or change, obtain and provide the City with binder(s) of insurance evidencing the re-establishment of the insurance coverage required herein.

GOVERNING LAW/DISPUTE RESOLUTION

Contract award to purchase the materials covered in this bid document shall be construed under and governed by the laws of the State of Alabama and each party hereto irrevocably agrees to be subject to the jurisdictions of the courts of the State of Alabama.

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EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

JUNE 07, 2022
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INVITATION TO BID (cont'd)

STATEMENT OF COMPLIANCE WITH ALABAMA CODE SECTION 31-13-9
Vendor shall participate in the E-Verify program as required under the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Vendor agrees to comply with all applicable provisions of the Act. As a condition for the award of any contract, Vendor shall provide documentation establishing that the Vendor is enrolled in the E-Verify program, or a signed, written statement that the Vendor does not have a presence (one or more employees) in the State of Alabama. Vendor may submit applicable documentation with his/her bid or no later than seven (7) working days of receipt of notice of intent to award.

LAWS, PERMITS
The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances and rules and regulations of the authorities having jurisdiction over the work to be performed shall apply to the Contract throughout, and they will be deemed to be included in the Contract as though written out in full in the Contract.

NON-COLLUSION
Contractor covenants and declares that it has not employed any person to solicit or procure this Agreement and that Contractor has not made, and will not make, any payment of any compensation for the procurement of this Agreement. The covenant contained herein shall survive the expiration or earlier termination of this Agreement.

CONFLICT OF INTEREST
Contractor covenants and declares that it has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the term of this Agreement. Contractor warrants and covenants that it presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this Agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Contractor shall promptly notify the City in writing of the existence of such conflict of interest.

CONFIDENTIALITY
Contractor agrees that such reports, information, opinions or conclusions shall not be made available to or discussed with any individual or organization, including the news media, without prior written approval of the City. Contractor shall exercise reasonable precautions to prevent the unauthorized disclosure and use of the City information whether deemed confidential or not.

GUARANTEE
Bidder certifies by bidding, that he is fully aware of the conditions of service and purpose for which item(s) included in this bid are to be purchased, and that his offering will meet these requirements of service and purpose to the satisfaction of Equipment Management Department and The City of Birmingham Finance Purchasing Division and its agent.

TAdams

Tonya Adams
Buyer

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ATTACHMENT 1

NOTARIZED AFFIDAVIT AND WARRANTY

The bidder warrants that the bid submitted is not made in collusion with any other bidders, or in the interest of or on behalf of an undisclosed party; that the bidder has not, directly or indirectly, induced any other bidder to put in a sham bid or to refrain from making a bid; and that bidder has not paid or agreed to pay to any party, either directly or indirectly, any money or other thing of value for assistance or aid rendered to or to be rendered in attempting to procure the bid for the privileges provided in this invitation. All the information contained in the bid may be relied upon by the City of Birmingham in awarding petroleum products and waste oil pickup, and everything contained herein is warranted by the bidder to be true.

_____
DATE

WITNESS:

_____
COMPANY NAME

_____

_____
BIDDER

_____
NOTARY PUBLIC

_____
BY TITLE

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BID FORM

In order for any bid award to be considered that exceeds $10,000.00 your bid must be accompanied by an acceptable bid bond, certified check or cashier's check in the amount of $1,000.00. BIDS SUBMITTED WITHOUT ONE WILL NOT BE ACCEPTED.

Submitted below is my firm bid for the supply of **PETROLEUM PRODUCTS and WASTE OIL PICKUP** for a period of one (1) year and month to month thereafter, in accordance with your invitation to bid and specifications dated June 07, 2022. Prices are F.O.B. Birmingham, Alabama delivered and are in exact accordance with specifications except as listed below.

GROUP ONE: MOTOR OIL

#	Product Description	Est. Qty.	Brand Name	UOM	Cost	Extended Cost
1	0W20 Full Synthetic Blend Motor Oil as per specifications **12 QTS/CS**	40			$	$
2	0W20 Full Synthetic Blend Motor Oil as per specifications **55 Gallon Drum**	550			$	$
3	0w40 Full Synthetic Blend Motor Oil as per specifications **12 QTS/CS**	40			$	$
4	0W40 Full Synthetic Blend Motor Oil as per specifications **55 Gallon Drum**	550			$	$
5	5W20 Full Synthetic Blend Motor Oil as per specifications **12 QTS/CS.**	40			$	$
6	5W20 Full Synthetic Blend Motor Oil as per specifications **55 Gallon Drum**	440			$	$
7	5W30 Full Synthetic Blend Motor Oil as per specifications **12 QTS/CS**	75			$	$
8	5W30 Full Synthetic Blend Motor Oil as per specifications **55 Gallon Drum**	40			$	$
9	10W30 Full Synthetic Blend Motor Oil as per Specifications Delo 400 XLE or Equal. **4 GL/CS**	75			$	$

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BID FORM (cont'd)

GROUP ONE: MOTOR OIL – Continued

#	Product Description	Est. Qty.	Brand Name	UOM	Cost	Extended Cost
10	5W20 Motor Oil as per specifications. **12 QTS/CS**	40			$	$
11	5W20 Motor Oil as per specifications. **55 Gallon Drum**	440			$	$
12	5W20 Motor Oil as per specifications. **Bulk delivery**	800			$	$
13	5W30 Motor Oil as per specifications. **12 QTS/CS.**	40			$	$
14	5W30 Motor Oil as per specifications. **55 Gallon Drum**	660			$	$
15	5W30 Motor Oil as per specifications. **Bulk delivery**	600			$	$
16	15W40 Fleet Motor Oil as per specifications. **12 QTS/CS.**	20			$	$
17	15W40 Fleet Motor Oil as per specifications. **55 Gallon Drum**	660			$	$
18	15W40 Motor Oil as per specifications. **Bulk delivery**	800			$	$
19	20W50 Motor Oil as per specifications. **12 QTS/CS.**	3			$	$
20	10W mono-grade motor oil as per specifications. **55 Gallon Drum**	220			$	$
21	30W mono-grade motor oil as per specifications. **12 QTS/CS.**	20.			$	$
22	30W mono-grade motor oil as per specifications. **55 Gallon Drum**	165			$	$
					GROUP ONE TOTAL	$

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BID FORM (cont'd)

GROUP TWO: TRANSMISSION/HYDRAULIC OIL

#	Product Description	Est. Qty.	Brand Name	UOM	Cost	Extended Cost
1	30W transmission-hydraulic oil meeting Caterpillar TO-4 specifications. **55 Gallon Drum.**	165			$	$
2	Automatic Transmission Fluid as per specifications. **12 QTS/CS.**	20			$	$
3	Automatic Transmission Fluid as per specifications. **55 Gallon Drum**	110			$	$
4	Oil, Hydraulic AW-68 as per specifications. **55 Gallon Drum**	1925			$	$
5	Oil Hydraulic, ISO 32 (dielectric rated) as per specifications. **5 Gallon pail**	50			$	$
6	Oil Hydraulic, ISO 32 (dielectric rated) as per specifications. **55 Gallon Drum**	220			$	$
7	Oil Hydraulic, ISO 46 (dielectric rated) as per specifications. **55 Gallon Drum**	110			$	$
8	Oil Hydraulic, ISO 68 (dielectric rated) as per specifications. **55 Gallon Drum**	110			$	$
9	Tractor Hydraulic Fluid as per specifications. **5 Gallon Pail**	50			$	$
10	Tractor Hydraulic Fluid as per specifications. **55 Gallon Drum**	110			$	$
					GROUP TWO TOTAL	$

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BID FORM (cont'd)

GROUP THREE: LUBRICANT OIL

#	Product Description	Est. Qty.	Brand Name	UOM	Cost	Extended Cost
1	Multipurpose 3% Moly-Grease, Grade # 1as per specifications. **14 OZ. Tubes. State case count & net wt.:**	120			$	$
2	Multipurpose 3% Moly-Grease, Grade # 1as per specifications. **35 lb. Pail**	35			$	$
3	Multipurpose 3% Moly-Grease, Grade # 1as per specifications. **120 lb. Drum**	120			$	$
4	Multipurpose 3% Moly-Grease, Grade # 1 as per specifications. **400 lb. Drum**	400			$	$
5	Multipurpose 3% Moly-Grease, Grade # 2 as per specifications. **14 OZ. Tubes. State case count & net wt.:**	120			$	$
6	Multipurpose 3% Moly-Grease, Grade # 2 as per specifications. **35 lb. Pail**	35			$	$
7	Multipurpose 3% Moly-Grease, Grade # 2 as per specifications. **120 lb. Drum**	120			$	$
8	Multipurpose 3% Moly-Grease, Grade # 2 as per specifications. **400 lb. Drum**	400			$	$
9	2 Cycle Universal Oil (smokeless type) Premium Grade, single package for mixing one gallon of gasoline per bottle. **12/2.6oz**	120			$	$
					GROUP THREE TOTAL	$

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BID FORM (cont'd)

GROUP FOUR: GEAR LUBE

#	Product Description	Est. Qty.	Brand Name	UOM	Cost	Extended Cost
1	80W/90 Gear Lube as per specifications. **120 lb. Drum**	120			$	$
2	80W/90 Gear Lube as per specifications. **400 lb. Drum**	400			$	$
3	85W/140 Gear Lube as per specifications. **120 lb. Drum**	120			$	$
4	85W/140 Gear Lube as per specifications. **400 lb. Drum**	400			$	$
					GROUP FOUR TOTAL	$

NAME OF YOUR COMPANY _____

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710 NORTH 20TH STREET, P-100 CITY HALL
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TONYA ADAMS, BUYER
EDWARD WILLIAMS, ASSISTANT PURCHASING AGENT

JUNE 07, 2022
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BID FORM (cont'd)

GROUP FIVE: SEMI FLUID EP LITHIUM COMPLEX GREASE

#	Product Description	Est. Qty.	Brand Name	UOM	Cost	Extended Cost
1	Semi-Fluid EP Lithium Complex grease # 00 as per specifications. **120 lb. Drum**	**120**			$	$
2	Multipurpose EP Lithium Complex Grease (RED), Grade # 1as per specifications. **14 OZ. Tubes. State case count & net wt.:**	120			$	$
3	Multipurpose EP Lithium Complex Grease (RED), Grade # 1as per specifications. **35 lb. Pail**	35			$	$
4	Multipurpose EP Lithium Complex Grease (RED), Grade # 1as per specifications. **120 lb. Drum**	120			$	$
5	Multipurpose EP Lithium Complex Grease (RED), Grade # 2 as per specifications **14 OZ. Tubes. State case count & net wt.:**	120			$	$
6	Multipurpose EP Lithium Complex Grease (RED), Grade # 2 as per specifications. **35 lb. Pail**	35			$	$
7	Multipurpose EP Lithium Complex Grease (RED), Grade # 2 as per specifications. **120 lb. Drum**	120			$	$
8	Semi-Fluid EP Lithium Complex Grease, Grade # 0 as per specifications. **35 lb. Pail**	70			$	$
9	Semi-Fluid EP Lithium Complex Grease, Grade # 0 as per specifications. **120 lb. Drum**	120			$	$
10	Semi-Fluid EP Lithium Complex Grease # 00 as per specifications. **35 lb. Pail**	70			$	$
					GROUP FIVE TOTAL	$

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BID FORM (cont'd)

GROUP SIX: DIESEL EXHAUST FLUID

#	Product Description	Est. Monthly Qty.	Brand Name	UOM	Cost	Extended Cost
1	Diesel Exhaust Fluid (BLUE), Premium Blue or Fully Equal **450 Gallons Bulk delivery**	1100			$	$
2	Diesel Exhaust Fluid (BLUE), Premium Blue or Fully Equal. **55 Gallon Drum**	550			$	$
					GROUP SIX TOTAL	$

GROUP SEVEN: ANTIFREEZE COOLANT

#	Product Description	Est. Monthly Qty.	Brand Name	UOM	Cost	Extended Cost
1	Antifreeze Extended Life (RED), as per specifications, **55 Gallon Drum**	550			$	$
2	Antifreeze Non- Extended Life (GREEN), as per specifications. **55 Gallon Drum**	550			$	$
					GROUP SEVEN TOTAL	$
					GROUP SIX TOTAL PAGE 25	$
					GROUP FIVE TOTAL PAGE 24	$
					GROUP FOUR TOTAL PAGE 23	$
					GROUP THREE TOTAL PAGE 22	$
					GROUP TWO TOTAL PAGE 21	$
					GROUP ONE TOTAL PAGE 20	$
					GRAND TOTAL GROUPS 1 THRU 7	$

NAME OF YOUR COMPANY _____

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BID FORM (cont'd)

WASTE OIL OPTION:

Est. Gallons Per Month Generated	X	Price Per Gallon (payable to the City)	=	Monthly Total (due City)	X6	Semi Annual (6 Months)
800 Gallons	X	$	=	$	X6 months	$

DELIVERY:

Delivery is guaranteed no later than _____ day(s) after order date.

MAXIMUM DISCOUNT:

GUARANTEED DISCOUNT IF BID IS RENEWED FOR 2ND YEAR: _____%

GUARANTEED DISCOUNT IF BID IS RENEWED FOR 3RD YEAR: _____%

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DEBARMENT STATEMENT

CERTIFICATION REGARDING DEBARMENT, SUSPENSIONS, AND OTHER RESPONSIBILITY MATTERS

(Executive Order 12549, Debarment and Suspension, 34 CFR Part 85)

Bidder/Offeror certifies to the best of its knowledge and belief, that it and its principals:

(a) [ ] Are [ ] are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) [ ] Have [ ] have not within a three-year period preceding award of this contract been convicted of or had civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction or records, making false statements, or receiving stolen property;

(c) [ ] Are [ ] are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission on any of the offenses enumerated in Paragraph (b) above; and

(d) [ ] Have [ ] have not within a three-year period preceding award of this contract had one or more public transactions (Federal, State or Local) terminated for cause of default.

(e) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS)**
Duns number must be provided on the signature page of this document before an award can be made to facilitate System Award Management (SAM) certification **https://www.sam.gov/SAM/**
Companies that do not have a free DUNS number may visit **https://www.dnb.com/duns-number/get-a-duns.html** for more information.
The City of Birmingham does not provide DUNS numbers.

AUTHORIZED SIGNATURE	TITLE
PRINTED NAME	DATE

_____ I am unable to certify to the above statements. My explanation is attached

SIGNATURE PAGE

I hereby certify that we do not discriminate in employment of our personnel against any persons on account of race, creed, color, sex, or national origins, and acknowledges and agrees that the City encourages minority - and women – owned business participation to the maximum extent possible. This policy includes Historically Underutilized Business Enterprises such as architectural firms, engineering firms, investment banking firms, other professional service providers, and construction contractors as part of the City's business, economic and community revitalization programs.

EXCEPTIONS TO SPECIFICATIONS: (use extra pages if necessary)

_____
_____
_____
_____

Bidder acknowledges receipt of _____ addenda(s).
(addenda numbers)

This page must be returned with bid.

DUNS # _____

_____
Date of Bid

_____
Name (Print legibly or Type)

Company

Title

Street Address

Signature

_____
City State Zip

_____
Tax ID Number

_____
Post Office Box

_____
E-Mail Address

City State Zip

Telephone Number

_____
Term of Payment

_____
Fax Number

_____
Delivery Date

_____
Cell Phone

IF AVAILABLE, PLEASE SUBMIT COPY OF CURRENT CITY OF BIRMINGHAM BUSINESS LICENSE WITH THIS BID.

INDICATE THE FOLLOWING ADDRESSES IF DIFFERENT FROM ABOVE:

1. **BID AWARD NOTICE ADDRESS**
2. **PURCHASE ORDER ADDRESS** _____
3. **REMITTANCE ADDRESS (and name if different than above)**

_____
_____
_____

Return original bid in sealed envelope. Authorized signature of bidder **must be in ink.**