



**FRANKLIN COUNTY
PURCHASING DEPARTMENT
REQUEST FOR BID (RFB) COVER PAGE**

RFB NO: 2022-10

TITLE: Lubricants

Solicitation Schedule & Deadlines:

October 27, 2021	Solicitation Release/Advertising Date
November 9, 2021 2PM	Deadline for Submitting Questions
November 11, 2021 4:30PM	Deadline to post Addendum
November 18, 2021 2PM	Deadline to Submit Response
November 18, 2021 2:30PM	Opening Date I Time

Responses must be received no later than "Deadline to Submit Response"

November 18, 2021 2PM

Franklin County Purchasing Department

Shakara Bray, Purchasing Agent

Meagan Cowsert, Assistant Purchasing Agent

Phone: 636-584-6274 Email: purchasing@franklinmo.net

Submittal Instructions: Print this Packet in its entirety and complete all pages per instructions. Print the SEALED RESPONSE LABEL found in Attachment 1 of this packet and attach to the front of your envelope.

Company Name: _____

SUBMISSION CHECKLIST

_____ I have reviewed the bid schedule and deadlines, located on the solicitation cover page

_____ I have read ALL Terms and Conditions and Bid documents closely

(Located at www.franklinmo.org)

THE ITEMS LISTED BELOW ARE THE REQUIRED DOCUMENTATION FOR SUBMITTING A RESPONSE

USE THESE FORMS ONLY

_____ Solicitation Cover page

_____ Contractual Terms and Conditions Acknowledgement

_____ Pricing Form completed and signed

_____ I have one original and two copies that are labeled accordingly

_____ I have included contact information

_____ I have included the COI as requested

_____ Envelope is sealed and label attached

_____ Affidavit for Work Authorization is completed and Notarized

_____ Hold Harmless Agreement –Attachment 2

_____ W9 is filled out completely & included

SPECIFIC REQUIREMENTS

1. Contractor must be able to provide Lubricants to the requesting departments, which meet or exceed the specifications contained in this document.
2. The County of Franklin will accept bids from vendors to supply the County with bulk lubricants; hydraulic oil, gear lubricant, motor oil, and automatic transmission fluid.
3. Motor Oil should be: 12,000-mile oil change with 40% idle time, comparable to Conoco 15W40EC.
4. Delivery and setup shall be in two locations of the Franklin County Highway Department:

1360 Riverview Drive, Union, MO 63084 4987 Highway ZZ, Gerald, MO 63037
5. The Contractor shall furnish all labor, equipment, materials, tools and all incidentals necessary to deliver such goods/services as requested by the County. All acts must be performed in accordance with all applicable State of Missouri Statutes and any other applicable regulating authority. All goods/services shall be delivered under the direction of the County and shall be completed according to the standards of the industry by personnel skilled in their respective lines of work, and to the complete satisfaction of the County.
6. No portion of this project may be subcontracted unless authorized by Franklin County prior to the award of the contract.
7. All possible safety hazards to workers or the public shall be corrected immediately. Premises shall be left in a safe condition. The County does not assume responsibility, at any time, for the protection of or for loss of materials and/or personnel. At no time, shall the Contractor or any of the Contractor's personnel, be considered an agent or employee of the County.
8. Site inspections must be prearranged. For an appointment contact Mike Davis, Equipment Supervisor, 636-583-2444.
9. Price adjustments must be given in writing 30 days prior to change. Price adjustments must have approval of the County, and shall be submitted to the Franklin County Purchasing Department.
10. Vendor shall submit a Hold Harmless Agreement with bid sheet, Attachment 2.
11. Contractor must be able to provide service to all locations/departments necessary. Normal business hours are Monday through Friday 7:00 a.m. – 3:30 a.m. (CST). However, these times must be verified with the requesting department. County observed holidays will be provided upon request.

12. Contract Period: The contract period shall be for one year January 1, 2022 thru December 31, 2022. This Contract will have the option to renew on a year by year basis, up to three years in total. The County also reserves the right to terminate and/or cancel the contract in writing prior via a formal contract amendment issued by the Purchasing Department.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

INSURANCE REQUIREMENTS

1. The Contractor shall furnish County with a certificate of insurance indicating proof of the following insurance from company's license in the State of Missouri:

A. Worker's Compensation and Employers' Liability: Worker's Compensation Statutory in compliance with the Compensation law of the Sate and Employers' Liability Insurance with a limit no less than \$1,000,000.00 each accident.

B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverage.

1. Premises – Operations
2. Products and Completed Operations
3. Broad Form Property Damage
4. Contractual
5. Personal Injury

C. Automobile Liability with a minimum limit of \$1,000,000.00 per occurrence, \$3,000,000.00 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all the following:

1. Owned Automobiles
2. Hired Automobiles
3. Non-Owned Automobiles

D. The certificate shall list the Certificate Holder and Address as follows: Franklin County, 400 E Locust Street, Room 206, Union, Mo 63084. The services provided to Franklin County shall be listed under "Description of Operations."

E. Such insurance shall include under the General Liability and Automobile Liability policies Franklin County, its employees, elected officials, representatives, and members of its board and/or commissioners as “Additional Insured’s”.

2. The Agreement of Insurance shall provide for notice to the County of amendment or cancellation of insurance policies 30 days before such amendment or cancellation is to take effect.

ADDITIONAL REQUIREMENTS

1. E-Verify

Completion of Affidavit of Work Authorization and provide acceptable documentation of enrollment in the program.

2. Employment of Unauthorized Aliens Prohibited

a.) Vendor agrees to comply with Missouri Revised Statute Section 285.530.1 in that it shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

b.) As a condition for the award of this contract, the Vendor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Vendor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

c.) Vendor shall require each subcontractor to affirmatively state in its contract with Vendor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri and shall not henceforth do so. Alternatively, Vendor shall require each subcontractor to provide Contractor with a sworn affidavit under penalty of perjury attesting to the fact that the subcontractor’s employees are lawfully present in the United States.

The contents of this section include mandatory requirements that will be required of the successful bidder and subsequent contractor. The offeror is requested to provide responses to the requirements/desired attributes in this section pursuant to the directions identified herein. The offeror's response, whether responding to a mandatory requirement or a desired attribute, shall be binding in the event the bid is accepted by Franklin County. The offeror must provide all costs necessary to meet the mandatory requirements and the fulfillment of any desirable attributes in the appropriate section titled Pricing.

OTHER REQUIREMENTS - CONTINUED

Anti-Discrimination Against Israel Act Requirement

A public entity shall not enter into a contract with a company to acquire to dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

Affidavit of Compliance with Section 34.600 RSMo for Contracts over \$100,000 or for
Contractors with Ten (10) or more employees

I, _____ [Contractor Agent], being duly sworn, attest and
state, under penalty of perjury, as follows:

1. I am employed by _____ [Contractor] and serve as the
_____ [Position with Contractor].
2. I hereby affirm that _____ [Contractor]:
 - a) is not currently engaged in and shall not, for the duration of the contract, engage
in a boycott of goods or services from the State of Israel; or
 - b) is not currently engaged in and shall not, for the duration of the contract, engage
in a boycott of goods or services from companies doing business in or with Israel
or authorized by, licensed by, or organized under the laws of the State of Israel; or
 - c) is not currently engaged in and shall not, for the duration of the contract, engage
in a boycott of goods or services from persons or entities doing business in the
State of Israel.

Further Affiant Sayeth Not.

[Contractor Agent]

STATE OF MISSOURI)
) ss.
_____ COUNTY)

Subscribed and sworn to me, a notary public, this ____ day of _____, 202_.

Notary Public

My commission expires: _____

CONTRACTUAL TERMS AND CONDITIONS ACKNOWLEDGEMENT

The undersigned Vendor/Contractor has read, understood, and accepted the Terms and Conditions as published on the Franklin County Official Website located at:

<http://www.franklinmo.org>

All terms and conditions as stated shall be adhered to by Vendor/Contractor upon acceptance of contract. Vendor/Contractor enters into this agreement voluntarily, with full knowledge of its effect.

Vendor/Contractor Signature

Date

Vendor/Contractor Name and Title

AFFIDAVIT OF WORK AUTHORIZATION

The grantee, sub grantee, contractor or subcontractor who meets the section 285.525, RSMo definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative)

as _____ (Position/Title)

first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify Federal Work Authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contractor, or subcontractor, if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name)

does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services related to _____ (Bid/Grant/Subgrant/Contract/Subcontract) for the duration of the grant, subgrant, contract, or subcontract, if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name

Title

Date

Subscribed and sworn to before me this _____ of _____ . I am

Day

Month, Year

commissioned as a notary public within the County of _____, State of _____ and my commission expires on Date _____

Signature of Notary

Date

AFFIDAVIT OF WORK AUTHORIZATION

(Continued)

CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above.

Authorized Business Entity Representative's Name (Please Print)	Authorized Business Entity Representative's Signature
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Business Entity Name	Date
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As a business entity, the grantee, sub grantee, contractor, or subcontractor must perform/provide the following. The grantee, sub grantee, contractor, or subcontractor shall check each to verify completion/submission:

- Enroll and participate in the E-Verify Federal Work Authorization Program (Website: <http://www.dhs.gov/e-verify>; Phone: 888-464-4218 Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein;

AND

- Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify Federal Work Authorization Program. Documentation shall include a page from the E-Verify Memorandum of Understanding (MOU) listing the grantee's, subgrantee's, contractor's, or subcontractor's name and the MOU signature page completed and signed, at minimum, by the grantee, subgrantee, contractor, or subcontractor and the Department of Homeland Security – Verification Division; (if the signature page of the MOU lists the grantee's, subgrantee's, contractor's, or subcontractor's name, then no additional pages of the MOU must be submitted).

PRICING FORM

2022-10 Lubricants

REQUIRED PRICING

The bidder shall complete the following pricing form and provide firm, fixed pricing necessary to meet the mandatory requirements of the solicitation.

All invoices must reflect discounts applied to final order.

Lubricants	Gallon	5 Gallon	55 Gallon Container	Bulk	Per Case	Per Tube
15W40 API CJ-4						
5W30 API Sm						
5W20						
Universal Tractor Fluid (equal to J20C)						
Allison Transynd TES- 295						
ATF D/M3						
Diesel Exhaust Fluid						
Hydraulic Oils-AW68						
Grease NLGI #2						
Gear Oil 80W90						
330 Gallon Diesel Exhaust Fluid Tote						
DELO GRS ESI HD MOLY 3% EP2-TB						

Company Name _____

Authorized Signature _____

Printed name and title _____

Franklin County reserves the right to request supporting documentation for the proposed pricing. In addition, it may be necessary to evaluate the bidder's expertise and experience in order to award a bid. Franklin County reserves the right to request reference information and/or proof of expertise if necessary.

VENDOR INFORMATION

Company Name _____

Mailing Address _____

Phone number _____

Contact Name _____

Contact Name Title _____

Email Address _____

ATTACHMENT 1
SEALED RESPONSE LABEL

PLEASE ATTACH LABEL TO OUTSIDE OF PACKAGE

SEALED BID RESPONSE ENCLOSED

DELIVER TO:
Purchasing Department
400 East Locust St, Rm 004
Union, MO 63084

SOLICITATION # 2022-10 DATE: November 18, 2021 2PM
DESCRIPTION: Lubricants

Vendor Name: _____

Vendor Address: _____

ATTACHMENT 2

VENDOR HOLD HARMLESS AGREEMENT

In consideration of your permitting us, our servants, our agents, employees and representative from time to time to enter upon or to place or maintain equipment upon premises owned or controlled by the County for the purposes of servicing our account, we agree to indemnify and hold harmless the County and its' agents and employees from and against all claims for personal injury or property damage, including claims against the County, its' agents or servants, and all losses or expenses, including attorney's fees that may be incurred by the County in defending such claims arising out of or resulting from the performance of the work and caused in whole or in part by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, under Workers' Compensations Acts, Disability Acts, or other Employee Benefit Acts.

Company

Authorized Agent Signature

Printed Name and Title

Date