



Invitation to Bid – Bulk Lubricants
July 13, 2021
Solicitation # 431-0721-04

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager’s Office, 700 North Garden St. , Columbia , Tennessee, until, but no later than **2:00 P.M. CT , August 3, 2021**, and then publicly opened and read aloud for Bulk Lubricant.

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Purchasing Agent, Kim Dale at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days.

Bid Instructions

To be considered you must:

1. Be registered as a vendor prior to award . This may be done online at <http://www.vendorregistry.com/columbia-tn-vendor-registration> or you may request a copy of the vendor registration form by calling City of Columbia 931-560-1580.
2. Submit a completed bid sheet(s) using the forms as supplied with this Invitation to Bid.
3. Submit a signed Iran Divestment Statement with the bid using the form attached hereto.
4. All forms must signed by an individual with the authority to bid the bidder.
5. All bid documents shall be returned to: Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with **Invitation to Bid Bulk Lubricants** and opening date of bid, August 3, 2021.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager’s Office. Bidders are responsible for ensuring that their bids are stamped by City Manager’s Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the bases of race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability, sexual orientation, gender identity or expression, genetic information or any other characteristic protected by law. Nor does it exclude from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

SCOPE

The City of Columbia is seeking bids to supply lubricants and petroleum based products in bulk to the City maintenance garage and other City facilities. The award will be for a one year period with the possibility for two annual renewals subject to the renewal terms as listed herein. The quantities of each product will vary over the term of the agreement and will depend upon such factors as equipment usage, type of equipment and overall size of the City fleet. The City would reserve the right to negotiate with the awarded vendor to supply additional lubricant requirements that may arise during the term of the contract.

GENERAL CONDITIONS

1. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

2. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
3. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
4. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
5. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
6. **Alternate Bids:** Alternate bids will be considered proving such items that appear on such bids meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
7. **Proposal Sheets:** Bidders shall use the proposal sheets furnished by the City. Failure to submit this sheet as required shall render the proposal invalid. Proposal sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the proposal sheet.
8. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
9. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
10. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in number fifteen (15) of these conditions.
11. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the

articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.

12. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
13. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent for the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the herein. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
14. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
15. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
16. **Multi-Year Contracts:** The City reserves the right to enter into multi –year contracts and further has the right to terminate multi year contracts due to non-appropriation of funds.
17. **Financial Statements:** Financial statements will be submitted upon request.
18. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
19. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will forward a copy of the complaint with the user department who shall provide a written reply within thirty (30) days to the Purchasing Agent who will review the response and if agreement forward the decision to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent’s response, the vendor may appeal in writing to the City Manager within 10 day from the date of the Purchasing Agents response, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager’s decision shall be final.

INSURANCE

The awarded vendor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the Vendor’s execution of

the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the vendor or his forces as enumerated above. The vendor shall furnish, a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of awarding this bid.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).
3. Automobile Insurance - Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

SPECIAL TERMS AND CONDITIONS

1. The awarded vendors will be required to supply Material Safety Data Sheets (MSDS) on all products furnished.
2. All bids shall reflect inside delivery at the designated City facility listed on the purchase order.
3. No order shall be accepted without a purchase order or blanket order furnished by the Finance Department for the City of Columbia. Invoices not supported by a purchase order will not be paid.
4. The City reserves the right to award to multiple vendors based upon product offered or any combination thereof.
5. There will be no additional charges for demurrage of drums or containers delivered.

BID AWARD

A recommendation for bid award will be made to City Council for approval on August 12, 2021. Recommendation for award will be based upon lowest responsible, responsive bidder with the ability to supply all products. Lowest bid will consider unit price bid time anticipated annual volume.

PRICE ADJUSTMENTS AND RENEWAL TERMS

Bids shall reflect fixed and firm prices for all purchases of lubricants and fluids for a period of one year from date of bid opening. This contract may be extended or renewed upon mutual agreement between the City and the awarded vendor for a period not to exceed 36 months from the date of the initial award. Price adjustments will be considered after the initial 12 month period based upon the following terms:

1. All proposed price increases shall be supported by written documentation from the manufacturer of the product reflecting the price increase. Adjustments shall not exceed the change in the producer price index (PPI) for petroleum lubricating oil and grease manufacturing as published by the Bureau of Labor Statistics. Adjustments will be based upon change in the designated PPI

from August 2021 until the date of the requested change using the most recently available PPI data.

2. Written notification of price increases must be received 30 days in advance of a proposed change. Notification shall be addressed to Purchasing Agent and mailed to the same address used to submit the bid.
3. Acceptance of any proposed price increase must be acknowledged in writing by the Purchasing Agent for the City of Columbia prior to shipment of product and invoicing.
4. Failure of the City to accept a proposed price increase shall automatically terminate any award.

SPECIFICATIONS AND REQUIREMENTS

The products currently in use are listed in order to indicate the type and quality of product required and are not used to suggest that these are the only products that will meet the City's requirements or the only manufacturer of any given product. Suitability of any substituted product will be determined by the City. Prior fiscal year purchasing volumes listed below are not guaranteed but used only to suggest the potential volume for a similar 12 month period. We have large tanks for our Oils, 10w30 & 15w40, Hydraulic Tractor Fluid and DEF, so these items will need to be delivered by pumper truck with the capability to print out an accurate pump receipt at time of delivery.

Product 1 – 10W30 motor oil. This product must be formulated for use in all type of automotive engines and meet API standards for synthetic motor oils. Oil must be compatible with other synthetic motor oils. Recent annual purchased were approximately 750 gallons.

Product 2 - Hydraulic Tractor Fluid. This product must be high quality, multifunctional fluid, specially formulated for use in transmissions, final drives, wet brakes, and hydraulic systems of tractors and other equipment employing a common fluid reservoir. Fluid must meet all major OEM standards for lubrication. Recent annual purchases were approximately 1000 gallons.

Product 3 - 15W40 motor oil . This product must serve a mixed fleet of both four stroke and diesel engines and be compliant with pre and post 2007 engine requirements. Must meet API service categories of: CJ-4, CI 4 Plus, CI-4, CH-4, CG-4, CF, SM, SL and SJ. Oil must meet manufacturer requirements of Caterpillar, Cummins, Mack and Volvo. Recent annual purchases were approximately 550 gallons.

Product 4 –Multi Vehicle Antifreeze. This product is utilized fleet wide in water cooled engines to prevent freezing. Recent annual purchases were approximately 400 gallons.

Product 5 – Diesel Exhaust Fluid (DEF). Used in fleet vehicles requiring the use of DEF. The product must comply with ISO 2224-1 standards, be API registered and meet Original Equipment Manufacturer's specifications. Recent annual purchases were approximately 2200 gallons.

7. PAYMENT – Payment will be made on the following basis

1. Invoices shall be delivered to the City Department placing the order and supported by a purchase order or blanket order issued by the Finance Department of the City of Columbia.
2. Payment will be made within 30 days of receiving a correct invoice with all required documentation.

CITY OF COLUMBIA

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VENDOR NAME: _____

Product	Unit of Measure	Brand / Product Bid	Bid Price Per Unit of Measure Delivered
Product 1 – 10W30 oil	Gallons		
Product 2 – Hydraulic Tractor Fluid	Gallons		
Product 3 – 15W40 oil	Gallons		
Product 4 – Multi Vehicle Antifreeze	Gallons		
Product 5 -DEF	Gallons		

In compliance with this Invitation for Bid for Bulk Lubricants, solicitation 431-0721-04, and subject to all conditions thereof or as otherwise amended by the vendor and attached hereto, the undersigned offers and agrees to furnish any or all items for which prices are quoted above and subject to any price increase as may be provided for in the solicitation. My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that my signature can bind the bidder and I am authorized to sign this bid.

Signature of Vendor _____

Name (type/print): _____ **Title:** _____

Date: _____

IRAN DIVESTMENT ACT

A person engages in investment activities in Iran if:

(1) The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(2) The person is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for forty-five (45) days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list, created pursuant to § 12-12-106, as a person engaging in investment activities in Iran as described in this section.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106."

Vendor Name: _____

Vendor Signature: _____ Date: _____

The City of Columbia is subject to certain governmental recordkeeping and reporting requirements for the administration of state and federal funded projects, bids and proposals. In order to comply with these laws, the City invites vendors, consultants, contractors, etc. to voluntarily self-identify their race or ethnicity, if they are a disadvantaged business enterprise, or a women owned business.

Submission of this information is voluntary and refusal to provide it will not subject you to any adverse treatment. The information obtained may only be used in accordance with the provisions of applicable laws, executive orders, and regulations, including those that require the information to be summarized and reported to the state or federal government. When reported, data will not identify any specific individual.

White _____ African American _____ American Indian/Alaskan Native _____

Native Hawaiian/Other Pacific Islander _____ Asian _____ Hispanic _____ Women Owned _____

Certified DBE _____