



NOTICE TO BIDDERS

The City of Edinburg is soliciting sealed bids to be received by the City Secretary's Office located at 415 W. University Drive, Edinburg, Texas 78541. City of Edinburg normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

Bids will be received until **3:00 p.m. Central Time**, on **Monday, AUGUST 23, 2021**, shortly thereafter all submitted bids will be gathered and taken to the Edinburg City Hall Community Room, 1st Floor, to be publicly opened and read aloud. Any bid received after the closing time will not be accepted and will be returned to the bidder unopened. It is the responsibility of the bidder to see that any bid submitted shall have sufficient time to be received by the City Secretary's Office prior to the bid opening date and time. The receiving time in the City Secretary's Office will be the governing time for acceptability of the bids. Bids will not be accepted by telephone or facsimile machine. All bids must bear original signatures and figures. The Bid shall be for:

BID NO. 2022-01 FUEL, MOTOR OIL AND LUBRICANTS

If you have any questions or require additional information regarding this bid, please contact LORENA FUENTES, PURCHASING AGENT, LOCATED AT 415 W. UNIVERSITY DRIVE, Edinburg, TX 78541 by calling (956) 388-1895 or via e-mail at: lfuentes@cityofedinburg.com. If you have any questions or require additional information regarding specifications of this bid, please contact Mr. Cesario Trejo, Streets Manager at (956) 292-2122.

If Hand-delivering Bids: 415 West University Drive,
C/o City Secretary Department (1st Floor)

If using Land Courier (i.e., FedEx, UPS): City of Edinburg
C/o City Secretary
415 West University Drive
Edinburg, Texas 78541

If Mailing Bids: City of Edinburg
C/o City Secretary
P.O. Box 1079
Edinburg, TX 78540-1079

The City of Edinburg reserves the right to refuse and reject any or all bids and to waive any or all formalities or technicalities and to accept the bid deemed most advantageous to the City, and hold the bids for a period of **60** days without taking action.

Bids must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the bid envelope with corresponding bid number and title.

CITY OF EDINBURG INSTRUCTIONS TO BIDDERS

DEVIATION FROM SPECIFICATION

Please read your specifications/requirements thoroughly and be sure that the SERVICES offered comply with all specifications/requirements. Any variation from the specifications/requirements must be clearly indicated by letter attached to your bid referencing variations on a point-by-point basis. If no exceptions are noted, and you are the successful bidder, it will be required that the SERVICES be provided as specified.

PURPOSE

1. The purpose of these specifications/requirements and bidding documents is for the purchase of **Fuel, Motor Oil and Lubricants** for the City of Edinburg for a two (2) year period at firm unit prices, commencing from the date of award and expiring two (2) years thereafter. The bid is to be awarded on a unit price only.

2. The SERVICES to be furnished under this bid shall be as specified in these bid documents. All specifications/requirements shown are minimum. There is no intention to disqualify any bidder who can meet these specifications/requirements.

SUBMITTAL OF BID

Bids will be submitted in sealed envelopes upon the blank bid form attached hereto. Submit two (2) complete sets of the bid, one (1) original marked "**ORIGINAL**," and one (1) copy marked "**COPY**". Each bid must be completely filled out and SUBMITTED IN ORIGINAL FORM, complete with all supporting documentation. Bids submitted by facsimile (fax) or electronically will **NOT** be accepted. Submittal of a bid in response to this solicitation for Bids constitutes an offer by the Bidder. Bids which do not comply with these specifications/requirements may be rejected at the option of the City. Bids must be filed with the City of Edinburg, before opening day and hour. No late Bids will be accepted. They will be returned to Bidder unopened (if properly identified).

If Hand-delivering Bids: 415 West University Drive, c/o City Secretary Department (1st Floor)
If using Land Courier (i.e., FedEx, UPS): 415 West University Drive, c/o City Secretary Department (1st Floor), Edinburg, Texas
78541
If Mailing Bids: P.O. Box 1079, Edinburg, TX 78540-1079

PREPARATION OF BID

Bids **MUST** give full firm name and address of bidder, and be manually signed. Failure to do so will disqualify your bid. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT.

Firm name and authorized signature must appear on each page that calls for this information. The legal status of the Respondent/Bidder whether corporation, partnership, or individual, shall also be stated in the bid. A corporation shall execute the bid by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent/Bidder shall give full names and addresses of all partners. All partners shall execute the bid. Partnership and Individual Respondent/Bidder shall state in the bid the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent/Bidder, or the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

ALTERATIONS/AMENDMENTS TO BID

Bids **CANNOT** be altered or amended after opening time. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. No bid may be withdrawn after opening time without acceptable reason in writing and

INSTRUCTIONS TO BIDDERS (Continued):

SALES TAX

State sales tax must not be included in the bid.

SUBSTITUTIONS

No substitutions or cancellations will be permitted without written approval of City of Edinburg.

NO BID RESPONSE

If unable to submit a bid, bidder should return inquiry giving reasons.

EXCEPTIONS

Any additions, deletions, or variations from the following specifications/requirements must be noted. The bidder shall attach to his/her bid sheet a list of any exceptions to the specifications/requirements if unable to do so, on specification sheet.

BRAND OR MANUFACTURER REFERENCE

Unless otherwise specified, any catalog or manufacturer's reference or brand name used in describing an item is merely descriptive, and not restrictive, and is used only to indicate type and style of product desired. Bids on alternate brands will be considered if they meet specification requirements. If a bidder quotes on equipment other than the one(s) specified in the bid, sufficient specifications and descriptive (pictured literature) data must accompany same to permit thorough evaluation. In the absence of these qualifications, he/she will be expected to furnish the product called for.

DELIVERY

Number of days required to deliver SERVICES after receiving order must be stated in the bid. Failure to so state will obligate bidder to complete service delivery within ONE day.

DELAY IN SERVICE DELIVERY

When delay can be foreseen, Bidder shall give prior notice to City of Edinburg. Bidder must keep City of Edinburg advised at all times of status of order. Default in promised service delivery (without acceptable reasons) or failure to meet specifications/requirements, authorizes the City of Edinburg to purchase such SERVICES elsewhere and charge increase in cost to defaulting vendor. Acceptable reasons for delayed delivery are as follows: Acts of God (floods, tornadoes, hurricanes, etc.), acts of government, fire, strikes, war; Actions beyond the control of the successful bidder.

SERVICE DELIVERED PRICING

Bids in units of quantity specified - extend and show total. In the event of discrepancies in extension, unit prices will govern. Bids subject to unlimited price increase will not be considered.

VALID BID TIME FRAME

The City may hold bids 60 days after bid opening without taking action. BIDDERS shall be required to hold their Bids firm for the same period of time.

RIGHT TO REJECT/AWARD

The City of Edinburg reserves the right to refuse and reject any or all Bids, and to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Edinburg.

INSTRUCTIONS TO BIDDERS (Continued):

MULTIPLE VENDOR CONTRACTS

Bidders are advised that the City of Edinburg may award Service Contracts to multiple vendors based on low bid per item basis. All items specified on the "Bid Form" **must** reflect the individual unit prices. The City of Edinburg reserves the right to award all items individually or in any combination thereof.

INDEMNIFICATION CLAUSE

The Bidder agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance, products or processes are used.

ADDENDA

Bidder shall carefully examine the bid forms, specifications/requirements, and instructions to Bidders. Should the bidder find discrepancies in, or omissions from bid forms, specifications/requirements, or other documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Purchasing Agent (Edinburg City Hall, 956-388-8972) and obtain clarification by addendum prior to submitting any bid. Explanations, interpretations, and supplemental instructions shall be in the form of written Addenda which shall become a part of the Contract documents. Said Addenda shall be mailed, e-mailed, hand delivered and/or faxed, to all prospective Bidders. All Addenda issued in respect to this project shall be considered official changes to the original bid documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative nor binding. It shall be the Bidder(s) responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, Bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the bidder's "recognition and compliance to" official changes as outlined by the City of Edinburg and as such are made part of the original solicitation documents. Failure of any bidder to receive any such addendum or interpretation shall not relieve such Bidder from its terms and requirements. The City may issue a written addendum no later than five calendar days prior to the date bids must be received. Addendums are available online at www.cityofedinburg.com.

PAYMENT

The City of Edinburg will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been provided and invoiced. No other method of payment will be considered.

SYNONYM

Where in this bid package ITEMS OR SERVICES is used, its meaning shall refer to the purchase of FUEL, MOTOR OIL AND LUBRICANTS as specified.

ASSIGNMENT

Neither the Bidder's contract nor payment due to an awarded vendor may be assigned to a third party without the written approval of the Purchasing Department for the City of Edinburg.

BIDDER'S EMPLOYEES

Neither the Bidder nor his/her employees engaged in fulfilling the terms and conditions of this Purchase Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INSTRUCTIONS TO BIDDERS (Continued):

INTERPRETATIONS

Any questions concerning the conditions and/or specifications/requirements with regards to this solicitation for Bids shall be directed to the designated individuals as outlined in the Request for Bids. Such interpretations, which may affect the eventual outcome of this request for Bids, shall be furnished in writing to all prospective Bidders via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Edinburg in accordance with paragraph entitled "Addenda".

STATUTORY REQUIREMENTS

It shall be the responsibility of the successful Bidder to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be included in the contract as though written out in full in the contract documents. (To include issues related to health, environmental, and safety to name a few.)

RIGHT TO WAIVE

City of Edinburg reserves the right to waive or take exception to any part of these specifications/requirements when in the best interest of the City of Edinburg.

COOPERATIVE PRICING

Bidders are advised that in addition to responding to our "local" solicitation for bids/Bids with Dealer pricing, vendors/contractors are encouraged to provide pricing on the below referenced items/products/services based on BuyBoard, TX-MAS, H-GAC and/or any other State of Texas recognized and approved cooperative which has complied with the bidding requirements for the State of Texas. If bidding other than or in addition to "dealer" pricing, kindly duplicate the bid forms for each bid being provided from a cooperative contract. Any and all applicable fees must be included. All cooperative pricing must be submitted on or before bid opening date and hour.

TIME ALLOWED FOR ACTION TAKEN

The City of Edinburg may hold bids **60** days after the opening of Bids without taking action. Bidders are required to hold their Bids firm for same period of time.

PREPARATION OF BID

The City of Edinburg shall not be held liable for any costs incurred by any bidder for work performed in the preparation of and production of a bid or for any work performed prior to execution of contract.

CONFIDENTIAL INFORMATION

Any information deemed to be confidential by the bidder should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will not be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the bidder may not be considered confidential under Texas Law, or pursuant to a Court order.

VERBAL THREATS

Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Vendor on contract.

INSTRUCTIONS TO BIDDERS (Continued):

MATHEMATICAL ERRORS

In the event that mathematical errors exist in any bid, unit prices/rates -v- totals, unit prices/rates will govern.

AUDIT

The City of Edinburg reserves the right to audit the vendor's books and records relating to the performance of this contract. The City of Edinburg, at its own expense, shall have the right at all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

PAST PERFORMANCE

Vendor's past performance shall be taken into consideration in the evaluation and award of Service Contract for the Purchase of SERVICES.

JURISDICTION

Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

VENUE

The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFLICT OF INTEREST

CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Edinburg not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ go to the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

CERTIFICATE OF INTERESTED PARTIES (Form 1295)

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a

INSTRUCTIONS TO BIDDERS (Continued):

contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016. For more information go to the Texas Ethics Commission

web page at www.ethics.state.tx.us/forms/CIQ.pdf.

HB 89

The 85th Texas Legislature approved new legislation, effective Sept. 1, 2019, which amends Texas Local Government Code Section 1. Subtitle F, Title 10, Government Code by adding Chapter 2270 which states that a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:

- 1) does not boycott Israel; and
- 2) will not boycott Israel during the term of the contract

AWARD

For purposes of this project, award will be contingent on approval of budget.

CONSIDERATION OF LOCATION OF BIDDER'S PRINCIPAL PLACE OF BUSINESS

The City may give local vendors, whose principal place of business is located within the City of Edinburg, and whose bid is within five percent (5%) of the lowest bid price preference as allowed by Section 271.9051 of the Local Government Code

SPECIAL CIRCUMSTANCES

In the event that the City of Edinburg has an immediate need for a particular service(s) that is/are on contract and the successful vendor on contract is not able to meet the special service delivery needs of the City of Edinburg, the City of Edinburg reserves the right to purchase such services elsewhere to fulfill its' immediate need.

TERMINATION OF CONTRACT

The City of Edinburg reserves the right to terminate the contract if, in the opinion of the City of Edinburg, the successful vendor's performance is not acceptable, if the City is being repeatedly over charged, improperly charged, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice. The bidder shall be afforded the same right to terminate this contract in the same manner.

QUESTIONS AND CLARIFICATIONS

Questions and clarifications that change or substantially clarify the Invitation to Bid will be affirmed in writing and copies will be provided to all firms on record responding to BID. **Any inquiries to this BID must be submitted to Ms. Lorena Fuentes, Purchasing Agent, at the following e-mail address: lfuentes@cityofedinburg.com no later than August 13, 2021 at 3:00 p.m.**

INSURANCE REQUIREMENTS

Staff may waive insurance requirements for contracts \$0 - \$4,999.99, including but not limited to contracts for food, materials, supplies, and construction. Workers' Compensation in amounts which satisfy statutory coverage shall be required for construction projects.

The following insurance requirements will be included in all City contracts of \$5,000 - \$14,999.99. In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim.

INSTRUCTIONS TO BIDDERS (Continued):

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Comprehensive General Liability (City named as additional insured) Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

The following insurance requirements will be included in all City contracts of \$15,000 or more.

- (1) The successful bidder will be required to carry the following insurance coverage and limits of coverage, as well as list the City as an additional insured to liability coverage as requested by the City. In addition, the successful bidder shall provide the City with evidence of coverage and furnish acceptable proof of payment of insurance premiums.

- (2) The successful bidder will be required to secure and/or have insurance coverage in force with an admitted property and casualty insurance company licensed by the State of Texas to conduct business in the State of Texas.

- (3) In contracts not involving building and construction projects, as that activity is defined in TEX. LABOR CODE §406.096, contractors may obtain alternative form of worker accident insurance with minimum limits of liability of \$100,000 per claim

Minimum Insurance Requirements	
Type of Coverage	Limits of Liability
Worker's Compensation	Statutory Coverage
Employer's Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$100,000 each employee/\$500,000 policy limit
Comprehensive General Liability Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
Comprehensive Auto Liability	

INSTRUCTIONS TO BIDDERS (Continued):

Bodily Injury	\$100,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits
City's Protective Liability	
Bodily Injury	\$250,000 each person/\$500,000 each occurrence
Property Damage	\$100,000 each occurrence/\$100,000 aggregate or \$500,000 combined single limits

Policies must name the City of Edinburg as an Additional Insured.

Certificates of insurance naming the CITY as an additional insured shall be submitted to the CITY for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the CITY prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence that adequate replacement coverage is provided to the CITY. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, the Contract shall automatically terminate.

BID BOND INFORMATION – CONSTRUCTION PROJECTS ONLY

If the contract amount is over twenty-five-thousand dollars (\$25,000) for construction of the project, the successful bidder shall provide a bid guarantee, give a good and sufficient bond in the full amount of the contract price for the faithful performance of such contract, executed by a surety company authorized to do business in the State of Texas, in accordance with Article 5160, Vernon's Texas Civil Statutes, and amendments thereto. A payment bond in the full amount of the contract price to assure payment shall be required by law of all persons supplying labor and material in the execution of the project provided for in the contract documents.

A bid guarantee equivalent to five percent (5%) of the bid price will be required from each bidder. The "bid guarantee" shall consist of a firm commitment, such as a bid bond, certified check or other negotiable instrument accompanying a bid as assurance that the bidder will upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

A performance bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

A payment bond on the part of the contractor for one-hundred percent (100%) of the contract price will be required. A "payment bond" is one executed in connection with a contract to assure payment, as required by law, of all persons supplying labor and material in execution of the work provided for in the contract documents.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of _____, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract.**
- 3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at <https://comptroller.texas.gov/purchasing/publications/divestment.php>**

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

TYPE/PRINT NAME AND TITLE:

DATE:

CITY OF EDINBURG

REQUEST FOR BIDS FOR FUEL, MOTOR OIL AND LUBRICANTS

BID NO. 2022-01

BID OPENING DATE: AUGUST 23, 2021 at 3:00 p.m.

I/We submit the following bid in **ORIGINAL FORM** for **Motor Oil and Lubricants** according to City of Edinburg requirements, less tax:

NOTE: In addition to responding to our “local” solicitation for bids/proposals vendors/contractors are encouraged to provide pricing on the above referenced items/products/services based on Buyboard, H-GAC, TXMAS and/or any other **State of Texas recognized and approved cooperative** which has complied with the bidding requirements for the State of Texas (**any and all applicable fees must be included**). **All cooperative pricing must be submitted on or before bid/proposal opening date and hour.**

<u>CHECK ONE</u>			
<input type="checkbox"/> BUYBOARD	<input type="checkbox"/> H-GAC	<input type="checkbox"/> TXMAS	<input type="checkbox"/> DEALER/LOCAL
<input type="checkbox"/> TX DIR	<input type="checkbox"/> TFC	<input type="checkbox"/> OTHER	_____
Specify			
CONTRACT NUMBER: _____		COMMODITY NUMBER: _____	
(If applicable)		(If applicable)	

GENERAL CONDITIONS AND MINIMUM SPECIFICATIONS MOTOR OIL & LUBRICANTS

PROPOSALS FROM PERSONS OR FIRMS NOT GENERALLY ENGAGED IN THE MOTOR OIL, OR LUBRICANTS BUSINESS WILL NOT BE CONSIDERED.

1. The City shall enter into a service contract with the successful bidder beginning October 1, 2021 and ending September 30, 2023.
2. The Bid will be awarded to the lowest responsible bidder meeting specifications.
3. The City reserves the right to award this bid on a “Per Item” basis.
4. The successful vendor shall assume the responsibility for the satisfactory performance of the product (s) delivered.
5. All oil containers shall be plainly marked with the proper S.A.E. numbers.
6. Brand Names must be specified on all products in the space provided by this document. Product specifications must be additionally included.
7. The quoted prices shall be FOB to the City’s Jasman Road Complex.
8. The City reserves the right to request random product testing by an independent testing laboratory, twice per product, during the term of the contract. All testing results shall be forwarded to the City. Should testing determine that the product being supplied does not meet minimum specifications, then the cost of such testing shall be incurred by the vendor. Furthermore, the vendor will be required to bring the product (s) to compliance, in accordance with specifications, within 24 hours thereafter.
9. Request for Fuel or Oil will be made in writing by facsimile and must be delivered within 48 hours. Request for fuel before, during or after a natural disaster, or manmade disasters, etc., will be requested by fax, by

phone or in person whichever is readily available during these periods, and must be delivered within 12 hours.

10. A representative of the city must be present during all fuel and oil deliveries. Deliveries must be scheduled by calling Orlando Garza or Velma Gomez for all city locations.
11. Oil vendor must pick up empty oil drums as they become available.

UNLEADED FUEL & DIESEL

Test:	Octane Research
Typical Inspection:	R +M/2
Test Method:	ASTM –d908
Minimum Octane Ratings:	Unleaded 87.0 Octane
Diesel:	Must meet ASTM 2d Specifications

DELIVERY METHOD AND CURRENT CAPACITIES:

Delivery shall be made by bobtail and tanker truck to the following storage:

City's Service Center	1201 N. Doolittle Road
Landfill	8601 N. Jasman Road
Airport	400 E. Hargill Road (FM 490)
Ebony Golf Course	300 W. Mark S. Peña Dr.
Los Lagos Golf Course	1720 S. Raul Longoria Road
Edinburg Police Department	100 E. Freddy Gonzalez

PRODUCT

TANK CAPACITY

Unleaded Fuel	10,000 gals.	Service Center
Unleaded Fuel	500 gals.	Los Lagos Golf Course
Unleaded Fuel	500 gals.	Ebony Golf Course
Unleaded Fuel	4,000 gals.	Edinburg Police Department
Diesel (Ultra Low Sulfur Clear)	2,000 gals.	Service Center
Diesel (Ultra Low Sulfur Clear)	6,000 gals.	Service Center
Diesel (Ultra Low Sulfur Dyed)	6,000 gals.	Service Center
Diesel (Ultra Low Sulfur Dyed)	1,000 gals.	Service Center
Diesel (Ultra Low Sulfur Dyed)	1,000 gals.	Airport
Diesel (Ultra Low Sulfur Dyed)	6000 gals.	Landfill
Diesel (Ultra Low Sulfur Dyed)	6000 gals.	Landfill
Diesel (Ultra Low Sulfur Clear)	6000 gals.	Landfill
Diesel (Ultra Low Sulfur Dyed)	500 gals.	Ebony Golf Course
Diesel (Ultra Low Sulfur Dyed)	500 gals.	Los Lagos Golf Course

SPECIFY UNLEADED FUEL BRAND NAME:

SPECIFY DIESEL BRAND NAME:

MOTOR OIL 15W-40

Products must meet MIL-L2104 C, heavy-duty lubrication oil and API Classification CI-4, CH-4, CF Gasoline & Diesel Engine, in 55 gallon drums or bulk.

SPECIFY OIL BRAND NAME:

MOTOR OIL 5W-30

Products must meet ILSAC GF-5, synthetic blend enhanced formulation lubrication oil and API SN, SM, SL, API SN Plus Gasoline Engine, in 55 gallon drums or bulk.

SPECIFY OIL BRAND NAME:

HYDRAULIC FLUID

ISO 68, Dension HF-0, Vickers M-2950-S and I-286-S, Toast (2,000 hours minimum), delivered in 55 gallon drums or bulk.

SPECIFY HYDRAULIC FLUID BRAND NAME:

DEF or DIESEL EXHAUST FLUID

Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk.

SPECIFY HYDRAULIC FLUID BRAND NAME:

MOTOR OIL: Mobil Delvac 1300 Super or Approved Equal / 15W-40	
Products must meet or exceed Lubrication Standards for extra high performance diesel engine oils for most service on and off-highway applications for modern, high-output, low emission engines, including	Yearly estimated quantity 2,750 Gallons

those with EGR Exhaust Gas Reduction and After Treatment System with Diesel Particulate Filters and Diesel Oxidation Catalysis but will also meet and exceed the requirements of the API CJ-4, CI-4 PLUS, CH-4, SM, SL, Caterpillar ECF – 3 and Cummins CES 20081*	5 gallon tote	\$	
	55 gallon barrel	\$	
	Bulk	\$	/Gallon

UNIVERSAL TRACTOR HYDRAULIC FLUID

Products must meet or exceed Lubrication Standards for an all-weather Hydraulic Oil engineered to meet the tough demands of heavy-duty, hydraulic-powered farm and commercial equipment. MUST operate over a wide range of temperatures. MUST HAVE a high viscosity index to maintain its lubricity at high operating temperatures, must meet or exceed all-weather specifications of both Case New Holland 3525 and 3526 (formerly Ford New Holland FNHA-2-C-200 & 2-C-201) and John Deere J20C & J20D, eliminating the need for seasonal oil changes.*	Yearly estimated quantity		3,900 Gallons
	5 gallon tote	\$	
	55 gallon barrel	\$	
	Bulk	\$	/Gallon

RANDON HD ISO 46

Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: -Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68) -Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	Yearly estimated quantity		500 Gallons
	5 gallon tote	\$	
	55 gallon barrel	\$	
	Bulk	\$	/Gallon

RANDON HDZ ISO 32

Products must meet or exceed Lubrication Standards AND MUST meet the requirements of: -Vickers I-286-S, M-2950-S, 35VQ-25 (ISO 32, 46, 68)	Yearly estimated quantity		500 Gallons
---	---------------------------	--	-------------

-Cincinnati Machine P-68 (ISO 32), P-70 (ISO 46), P-69 (ISO 68) -Denison HF-0/T6C, HF-2 (ISO 32, 46, 68) -ANSI/AGMA 9005-D94, Industrial Gear Lubrication, for gear lubrication as rust and oxidation inhibited gear oils (ISO 46, 68, 100, 150, 220) *	5 gallon tote	\$
	55 gallon barrel	\$
	Bulk	\$ /Gallon

DELO 400 15W-40

Delo 400 LE SAE 15W-40 formulated to meet the requirements of post-2007 low emission engines equipped with advanced emission control technologies. Providing performance with Ultra Low Sulfur Diesel and also with normal and low sulfur diesel fuels must be backward compatible and may be used in older, conventional engines and gasoline engines. *	Yearly estimated quantity	330 Gallons
	5 gallon tote	\$
	55 gallon barrel	\$
	Bulk	\$ /Gallon

Mobil Delvac Synthetic Gear Oil 75W-90 or Approved Equal

Products must meet or exceed Lubrication Standards synthetic drivetrain lubricants engineered to meet the most demanding extended drain and warranty requirements. These products are designed for use in heavy-duty drivetrains that require gear lubricants with relatively high viscosity and excellent load-carrying capability and where extreme pressures and shock loading are expected. Low and high temperature applications, protection against thermal degradation and oxidation, reduced wear and corrosion, improved shear stability, extended service capability, and excellent fuel economy. These products meet or exceed the requirements of API service MT-1/GL-5 EP gear oil service classification and are recommended. * Must meets or exceed the requirements of the following industry and builder specifications: <ol style="list-style-type: none"> 1. API GL-5/MT-1 2. SAE J2360 3. Scania STO 1:0 4. ZF TE-ML 07A/08 	Yearly estimated quantity	110 Gallons
	5 gallon tote	\$
	55 gallon barrel	\$
	Bulk	\$ /Gallon

Mobil Delvac Synthetic ATF or Approved Equal

Products must meet or exceed Lubrication Standards recommended by Allison Transmission, Inc. meeting the Allison TES-295 Specification. The fluid is designed to meet the demanding	Yearly estimated quantity	600 Gallons
---	---------------------------	-------------

<p>requirements of modern heavy duty automatic transmissions. The synthetic base oil composition enables excellent performance even in the severest of operating conditions. *</p>	5 gallon tote	\$	
	55 gallon barrel	\$	
	Bulk	\$	/Gallon

DEXRON/MERCRON-ATF (G)

<p>Dexron III / Mercon Automatic Transmission Fluid is also approved for industrial transmission requirements such as Allison C-4, Caterpillar TO-2, and Ford specifications M2C138-CJ and M2C166-H.*</p>	Yearly estimated quantity	900 Gallons
	5 gallon tote	\$
	55 gallon barrel	\$
	Bulk	\$ /Gallon

TRP - EXTENDED LIFE COOLANT PREDILUTED 50/50

<p>750,000-mile protection: CAT EC-1 Approved Specifications Reference: *</p> <ol style="list-style-type: none"> 1. TRP: EC3501 2. Chevron: 227805-497 3. Shell: 9404206021 4. CAT: 101-2844 	Yearly estimated quantity	275 Gallons
	5 gallon tote	\$
	55 gallon barrel	\$
	Bulk	\$ /Gallon

DEF or DIESEL EXHAUST FLUID

<p>Must meet or exceed the American Petroleum Institute (API) certified DEF or Diesel Exhaust Fluid is high purity automotive grade solution containing 32.5% urea and 67.5% de-ionized water used in the selective Catalytic Reduction (SCR) control systems on most newer 2010 model diesel vehicles. Delivered in 55 gallon drums or bulk.</p>	Yearly estimated quantity	2,750 Gallons
	5 gallon tote	\$
	55 gallon barrel	\$
	Bulk	\$ /Gallon

MOTOR OIL: Mobile Super Synthetic Blend or Approved Equal / 5W-30

<p>Products must meet or exceed Lubrication Standards for gasoline vehicles, SUV's, and light duty trucks. The synthetic blend protects from sludge and deposits for up to 5,00 miles. Helps to keep the engine clean with 15% extra cleaning additives, preventing sludge and deposit formation. Works to provide engine wear protection under a variety of operating conditions. Enhanced formulation (vs. Mobile basic conventional oil) helps conserve oil viscosity for easier cold starting and recommended for gasoline vehicles and light duty trucks. Must meet or exceed the requirements of ILSAC GF-5, ILSAC GF-6A, API SN Plus, API SN, SM, SL, and SJ and all previous SLSAC categories. FORD WSS-M2C946-A, FORD WSS-M2C946-B1, Ford WSS-M2C929-A, FORD WSS-M2C961-A1, GM 6094M, Chrysler MS-6395. *</p>	Yearly estimated quantity	2,750 Gallons
	5 gallon tote	\$
	55 gallon barrel	\$
	Bulk	\$ /Gallon

***All Approved Equals must be certified by the Department of Solid Waste Management prior to submittal for use on this Bid.**

PLEASE USE THE FOLLOWING TO ESTABLISH THE UNIT PRICE FOR FUEL*

**Base price shall be the OPIS rack average, from the Edinburg Terminal for July 5, 2021

	Unleaded (87)	Diesel Ultra Low Sulfur Clear	Diesel Ultra Low Sulfur Dyed
*Base Price			
Delivery Profit Margin			
Federal Taxes			
State Taxes			
Lust Fee			
OSITF Fee			
**Other Charges			
Delivered Price			
*Other Charges			
Less than 2,500			
2,500 but less than 5,000			
5,000 but less than 8,000			
8,000 but less than 10,000			
10,000 or more, per 5,000 gal. increment			

**Petroleum Product Delivery Fee Fill Out Table and Attach Fee Schedule. The fee is a delivery state tax.

(*The above table must be filled out completely to be considered a full fuel bid)

The undersigned hereby agrees, unless hereinafter stated otherwise, to furnish all materials shown and outlined in the specifications. The bidder further agrees that the City reserves the right to accept or reject any or all bids, waive formalities in bidding, accepted the bid deemed most advantageous to the City, and to hold the bids for a period of 60 days without taking action thereon.

Date: _____

By: _____
Signature

Printed Name/Title

Company Name

*Note: The prices noted above apply to all locations. No additional delivery charges shall be assessed to Emergency Generators owned by the City of Edinburg or "Water Plant Tank Locations".

All Addenda issued in respect to this project shall be considered official changes to the original bidding documents. It shall be the Bidder(s) responsibility to ensure that all Addenda have been received. Furthermore, bidders are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their Bid Submittal. Bidder(s) signature on Addenda shall be interpreted as the vendor's "recognition and compliance to" official changes as outlined by the City of Edinburg and as

such are made part of the original bidding documents.

Respectfully submitted this ____ day of _____, 2021.

SIGNATURE: _____

TYPE/PRINT NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE NO.: _____

FAX NO.: _____

EMAIL: _____