

Patricia A. Peshka
Purchasing Agent



Frank J. Picozzi
Mayor

City of Warwick
Purchasing Division
(Mailing Address)
3275 Post Road
Warwick, Rhode Island 02886
Tel (401) 738-2013
Fax (401) 737-2364

The following notice is to appear on the City of Warwick's website Wednesday, October 12, 2022. The website address is <http://www.warwickri.gov/bids>.

**CITY OF WARWICK
BIDS REQUESTED FOR**

**Bid2023-210 Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear
Lube**

Specifications

Specifications are available in the Purchasing Division, located at 65 Centerville Road, Monday through Friday, 8:30 AM until 4:30 PM on or after Wednesday, October 12, 2022.

Submissions

Sealed bids will be received by the Purchasing Division no later than 11:00 AM, Tuesday, October 25, 2022. The bids will be opened publicly commencing at 11:00 AM on the same day at 65 Centerville Road, Suite D.

Delivery

All bids must be sealed. If delivering in person or sent by delivery service (FedEx/UPS/DHL etc..) use physical address 65 Centerville Road, Warwick, RI 02886, Suite D. If sent via United States Postage Service use mailing address 3275 Post Road Warwick, Rhode Island 02886.

Awards

Awards will be made on the basis of the lowest evaluated or responsive bid price. Please note that no bids can be accepted via email or fax. Individuals requesting interpreter services for the hearing impaired must notify the Purchasing Division at 401-738-2013 at least 48 hours in advance of the bid opening date.

Original Signature on File

Patricia A. Peshka
Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

Acknowledgement of Addendum (if applicable)

Addendum Number	Signature of Bidder
_____	_____
_____	_____

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY ADDRESS: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME (PRINT): _____

TITLE: _____ TEL. NO.: _____

EMAIL ADDRESS: _____*

*Please include your email address. Future bids will be emailed, unless otherwise noted.

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II. AWARD AND CONTRACT:

The CITY OF WARWICK, acting as duly authorized through its Purchasing Agent/Finance Director/Mayor, accepts the above bid and hereby enters into a contract with the above party to pay the bid price upon completion of the project or receipt of the goods unless another payment schedule is contained in the specifications. All terms of the specifications, both substantive and procedural, are made terms of this contract.

DATE: _____

Bid2023-210

Purchasing Agent

PLEASE COMPLETE THIS PAGE & SUBMIT WITH YOUR BID

CERTIFICATION & WARRANT FORM*

**This form must be completed and submitted with sealed bid.
Failure to do so will result in automatic rejection.**

Any and all bids shall contain a certification and warrant that they comply with all relevant and pertinent statues, laws, ordinances and regulations, in particular, but not limited to Chapter 16- Conflicts of Interest, of the Code of Ordinances of the City of Warwick. Any proven violation of this warranty and representation by a bidder at the time of the bid or during the course of the contract, included, but not limited to negligent acts, either directly or indirectly through agents and/or sub-contractors, shall render the bidder's contract terminated and the bidder shall be required to reimburse the City for any and all costs incurred by the City, including reasonable attorney fees, to prosecute and/or enforce this provision.

Signature

Date

Company Name

Address

Address

***This form cannot be altered in any way**

**CITY OF WARWICK
NOTICE TO BIDDERS**

**Bid2023-210 Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear
Lube**

If you received this document from our homepage or from a source other than the City of Warwick Purchasing Division, please check with our office prior to submitting your bid to ensure that you have a complete package. The Purchasing Division cannot be responsible to provide addenda if we do not have you on record as a plan holder.

Bids received prior to the time of the opening will be securely kept, unopened. No responsibility will be attached to an officer or person for the premature opening of a bid not properly addressed and identified. No bids will be accepted via facsimile or email.

The opening of bids will be in the order established by the posted agenda and the agenda will continue uninterrupted until completion.

Once an item has been reached and any bids on that item has been opened, no other bids on that item will be accepted and any such bid will be deemed late.

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap for any position for which the employee or applicant is qualified and that in the event of non-compliance the City may declare the contractor in breach and take any necessary legal recourse including termination or cancellation of the contract.

A bidder filing a bid thereby certifies that no officer, agent, or employee of the City has a pecuniary interest in the bid or has participated in contract negotiations on the part of the City, that the bid is made in good faith without fraud, collusion, or connection of any kind with any other bidder for the same call for bids, and that the bidder is competing solely in his own behalf without connection with, or obligation to, any undisclosed person or firm.

All bids should be submitted with one (1) original and three (3) copies in a sealed envelope, which should read: *YOUR COMPANY NAME* plainly marked on the exterior of the envelope as well as "Bid2023-210 Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube."

All proposals submitted become the property of the City and will not be returned. If the company intends to submit **confidential or proprietary information** as part of the proposal, **any limits on the use or distribution of that material should be clearly delineated in writing. This information should be submitted in a sealed envelope, clearly labeled confidential** and where it should be submitted in the response. Please be advised of the Freedom of Information Act as it may pertain to your submittal.

Should you have any questions, please contact Jamie Vangyzen, Automotive, DPW, 925 Sandy Lane, Warwick, RI at 401-921-9609 or Michael Grant, Warwick Police Department, 99 Veterans Memorial Dr., Warwick, RI at 401-468-4362.

All bids should be written in ink or typed. If there is a correction with whiteout, the bidder should initial the change.

Negligence on the part of the bidder in preparing the bid confers no rights for the withdrawal of the bid after it is open.

Any deviation from the specifications must be noted in writing and attached as part of the bid proposal. The bidder will indicate the item or part with the deviation and indicate how the bid will deviate from specifications.

The IRS Form W-9 available on www.warwickri.gov should be completed and submitted with the bid if the bidder falls under IRS requirements to file this form.

For a bid to be awarded to a corporation, limited liability company or other legal entity, prior to commencing work under the awarded bid, that corporation, company or legal entity may be required to provide to the Purchasing Agent a **Certificate of Good Standing** dated no more than thirty (30) days prior to the date upon which the bid approval was made.

The successful bidder will provide said **Certificate of Good Standing** (if required) within ten (10) calendar days after notification or the City reserves the right to rescind said award.

Prices to be held firm December 11, 2022 through December 10, 2023. Term contracts may be extended for one (1) additional term upon mutual agreement unless otherwise stated.

The contractor must carry sufficient liability insurance and agree to indemnify the city against all claims of any nature, which might arise as a result of his operations or conduct of work.

The City is exempt from the payment of the Rhode Island Sales Tax under the 1956 General Laws of the State of Rhode Island, 44-18-30, Paragraph I, as amended.

The Purchasing Agent reserves the right to reject any and all bids, to waive any minor deviations or informalities in the bids received, and to accept the bid deemed most favorable to the interest of the City.

The successful bidder must comply with all Rhode Island Laws applicable the public works projects, including, but not limited to provisions of Chapter 13 of Title 37 of the Rhode Island General Laws, pertaining to prevailing wage rates, and all other applicable local, state and federal laws.

The City reserves the right to terminate the contract or any part of the contract in the best interests of the City, upon 30-day notice to the contractor. The City will incur no liability for materials or services not yet ordered if it terminates in the best interests of the City. If the City terminates in the interests of the City after an order for materials or services have been placed, the contractor will be entitled to compensation upon submission of invoices and proper proof of claim, in that proportion which its services and products were

satisfactorily rendered or provided, as well as expenses necessarily incurred in the performance of work up to time of termination.

No extra charges for delivery, handling or other services will be honored. All claims for damage in transit will be the responsibility of the successful bidder. Deliveries must be made during normal working hours unless otherwise agreed upon.

All costs directly or indirectly related to the preparation of a response to this solicitation, or any presentation or communication to supplement and/or clarify any response to this solicitation which may be required or requested by the City of Warwick will be the sole responsibility of and will be borne by the respondent.

If the respondent is awarded a contract in accordance with this solicitation and if the respondent fails or refuses to satisfy fully all of the respondents obligations thereunder, the City of Warwick will be entitled to recover from the respondent any losses, damages or costs incurred by the City as a result of such failure or refusal.

The City reserves the right to award in part or full and to increase or decrease quantities in the best interest of the City.

Any quantity reference in the bid specifications are estimates only, and do not represent a commitment on the part of the City of Warwick to any level of billing activity. It is understood and agreed that the agreement will cover the actual quantities ordered during the contract period.

The City reserves the right to rescind award for non-compliance to bid specifications.

The successful bidder must adhere to all City, State and Federal Laws, where applicable.

**CITY OF WARWICK
SPECIFICATIONS FOR MOTOR, HYDRAULIC AND
TRANSMISSION FLUIDS, CHASSIS GREASE AND GEAR LUBE**

- | | |
|---|--------------------------------------|
| 1. Heavy Duty Motor Oil (Delo 400 LE 15w40) Or Equal | <hr/> Compliance
(Yes/No) |
| Must meet CJ-4/ SM specifications
Mack EO-O
Caterpillar ECF - 3 | |
| 2. Heavy Duty Motor Oil (Shell Rotella "T" 30 Motor Oil) Or Equal | <hr/> Compliance
(Yes/No) |
| Must meet API Specifications – CF – 2/SL | |
| 3. Heavy Duty Motor Oil (Shell Rotella "T" 40 Motor Oil) Or Equal | <hr/> Compliance
(Yes/No) |
| Must meet API Specifications – CF – 2/SL | |
| 4. Heavy Duty Motor Oil (Formula Shell 5w-20 Motor Oil) Semi- Synthetic Or Equal | <hr/> Compliance
(Yes/No) |
| 5. Heavy Duty Motor Oil (Formula Shell 5w-30 Motor Oil) Semi- Synthetic Or Equal | <hr/> Compliance
(Yes/No) |
| 6. Heavy Duty Motor Oil (Formula Shell 10w-30 Motor Oil) Or Equal | <hr/> Compliance
(Yes/No) |
| 7. Heavy Duty Motor Oil (formula Shell 20w-50 Motor Oil) or Equal | <hr/> Compliance
(Yes/No) |

HEAVY DUTY MOTOR OILS

**Compliance
(Yes/No)**

MUST HAVE THE FOLLOWING QUALITIES:

1. Suitable for use in municipal fleet vehicles.
2. Must meet specifications for Caterpillar, Cummins and Detroit Diesel Engines to cover warranty.
3. Naturally aspirated and supercharged.

4. Lab tested as to specifications.
5. Name brand with factory sealed drums on delivery.
6. Bidder must submit to the City a listing of product properties.

8. Hydraulic Oil (ISO 46)

Compliance
(Yes/No)

9. Hydraulic Oil (ISO 100)

Compliance
(Yes/No)

10. Chevron 1000 Thf Hydraulic Fluid

Tractor Hydraulic Fluid – 55 gallon drum

Compliance
(Yes/No)

11. Synthetic Transmission Fluid

Compliance
(Yes/No)

The approved fluid must be TES-295 approved and have the Allison TES-295 approval number or the Allison approved logo.

TES-295 Approved Fluids

<u>Approval Number</u>	<u>Approved Marketer</u>	<u>Brand Name</u>
AN-011001	Castrol Heavy Duty Lubricants	TranSynd
AN-031002	BP	Autran Syn 295
AN-031003	Cognis Corporation	Emgrad 2805
AN-031004	International Truck & Engine Co.	Fleetrite Synthetic ATF

* 55 gallon drums delivered (approximately three barrels per year).

12. Transmission Fluid - Dextron III Or Equal

Compliance
(Yes/No)

**13. Automatic Transmission Fluid – Mercon “LV” Or Equal
 Ford Spec. XT-10-QLV/Mercon LV**

Compliance
(Yes/No)

MUST HAVE THE FOLLOWING QUALITIES:

1. Outstanding resistance to oxidation, sludge and varnish deposits.
2. Flow freely at 40 below zero.
3. High viscosity.
4. Suitable for use in municipal fleet vehicles.
5. Lab tested as to specifications.
6. Name brand with factory sealed drums on delivery.

7. Must meet approval for all passenger car and light truck automatic transmissions, and must be Dextron III approved , Allison C-4 approved.

- | | |
|--|--|
| 14. Gear Oil – 120 Lb Nat'l 80w90 GI-5
API SPEC MT-1 | <hr/> Compliance
(Yes/No) |
| 15. Chassis Grease – Industrial Li-Plex Hd#2

120 Lb Drum (NO EXCEPTIONS) Timken Rating 55 | <hr/> Compliance
(Yes/No) |
| 16. Synthetic Gear Lube – 5 Gal Pail Nat'l 75W90

Full Synthetic Road Range/Eaton Approved | <hr/> Compliance
(Yes/No) |
| 17. Synthetic Gear Lube – 5 Gal Pail Nat'l 75W140
Rear Axle Lubricant
Ford Spec. Xy-75 W 140 –QI/Wsl – M2c192-A

Full Synthetic Road Range/Eaton Approved | <hr/> Compliance
(Yes/No) |
| 18. Diesel Exhaust Fluid (Def)

API Certified, ISO Standard 22241
Must be EPA current Tier technology | <hr/> Compliance
(Yes/No) |
| 19. AW-68 Hydraulic Oil | <hr/> Compliance
(Yes/No) |

DELIVERY

Compliance
(Yes/No)

HYDRAULIC AND TRANSMISSION FLUID

Deliver approximately four (4) - 55 gallon drums – each delivery.
Approximately five (5) deliveries annually.
Delivery will be made within seventy-two (72) hours after receiving purchase order.

SYNTHETIC TRANSMISSION FLUID

55 gallon drums delivered approximately three (3) barrels per year.

HEAVY DUTY MOTOR OILS

Approximately five (5) – (seven) 7 - 55 gallon drums each delivery.
Approximately ten (10) deliveries annually.
Delivery will be made within seventy-two (72) hours after receiving purchase order.

The bid shall cover a 1-year period.
All prices are to be firm throughout this time period.

DIESEL EXHAUST FLUID (DEF)

Approximately 300 gallons per month.
Delivery will be made within seventy-two (72) hours after receiving purchase order.

CITY OF WARWICK

BID AND CONTRACT FORM

TITLE OF SPECIFICATION: Bid2023-210 Motor Oil, Hydraulic & Transmission Fluids,
Chassis Grease & Gear Lube

I. BID:

WHEREAS, the CITY OF WARWICK has duly asked for bids for performance of services and/or supply of goods in accordance with the above-indicated specifications.

The person or entity does irrevocably offer to perform the services and/or furnish the goods in accordance with the specifications, which are hereby incorporated by reference in exchange for the bid price.

This offer will remain open and irrevocable until the CITY OF WARWICK has accepted this bid or another bid on the specifications or abandoned the project.

The bidder agrees that acceptance by the CITY OF WARWICK will transform the bid into a contract. This bid and contract will be secured by Bonds, if required by the specifications.

Pricing as Follows

Continued next page

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

(PRICING SHEET MAY NOT BE CONFIDENTIAL)

Bid2023-210 Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube

VENDOR NAME: _____

<u>Item #</u>	<u>Description</u>	<u>Price</u>	<u>RI Dispose Fee Per Gallon (if applicable)</u>
1	Delo 400 LE (or equal)		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
2	Shell Rotella T30		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
3	Shell Rotella T40		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
4	Formula Shell 5W20		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
	Bulk Delivery Price/Gallon*		
5	Formula Shell 5W30		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
	Bulk Delivery Price/Gallon*		
6	Formula Shell 10W30		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
	Bulk Delivery Price/Gallon*		
7	Formula Shell 20W50		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
	Bulk Delivery Price/Gallon*		

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

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Bid2023-210 Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube

VENDOR NAME: _____

<u>Item #</u>	<u>Description</u>	<u>Price</u>	<u>RI Dispose Fee Per Gallon (if applicable)</u>
8	Hydraulic ISO 46		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
	Bulk Delivery Price/Gallon		
9	Hydraulic ISO 100		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
10	Chevron 1000 THF Hydraulic Fluid		
	Brand		
	Price 55 gallon drum		
	Drum Deposit Charge		
11	Synthetic Transmission Fluid		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
12	Transmission Dextron III		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
	continued next page		
13	Mercon LV -Transmission Fluid		
	Brand		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		
14	Gear Oil – 120 lb Nat’l 80W90 GL-5		
15	Chassis Grease – Industrial LI-PLEX HD#2 120lb drum - NO EXCEPTIONS		

PLEASE COMPLETE THIS PAGE AND SUBMIT WITH YOUR BID

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Bid2023-210 Motor Oil, Hydraulic & Transmission Fluids, Chassis Grease & Gear Lube

VENDOR NAME: _____

<u>Item #</u>	<u>Description</u>	<u>Price</u>	<u>RI Dispose Fee Per Gallon (if applicable)</u>
16	Synthetic Gear Lube – 5 gal pail Nat’l 75W90		
17	Synthetic Gear Lube – 5 gal pail Nat’l 75W140		
18	Diesel Exhaust Fluid (Def)*		
	Brand		
	2.5 gallon containers		
	Brand		
	Bulk Delivery Price/Gallon (DPW)		
	*must include tank monitoring and automatic delivery		
19	AW-68 Hydraulic Oil		
	Brand		
	Bulk Delivery Price/Gallon		
	Price 55 Gallon Drum Delivered		
	Drum Deposit Charge		