

# **CONTRACT DATA SHEET**

Monroe County Division of Purchasing 200 County Office Building, Rochester NY 14614

TITLE:

**Automotive Lubricants** 

**CONTRACT #:** 

1107-21 (7700000100)

**CONTRACT DATES:** 

12/01/2021 - 11/30/2022

BUYER:

Susan Archacki

PHONE:

585-753-1110

FAX:

585-753-1104

**VENDOR(S):** 

Deckman Oil Company

9 Norton Street

Honeoye Falls, New York 14472

Ph: 585-624-1630

Fax: 585-624-2142

Susan Archacki

Buyer

XC: BP FILE BUYER VENDOR B. SITTER

# **TERMS AND CONDITIONS**

**BID ITEM:** 

**Automotive Lubricants** 

FOR:

**Fleet Maintenance** 

PURCHASING CONTACT:

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Susan Archacki Monroe County Division of Purchasing 200 County Office Building 39 West Main Street Rochester, NY 14614

Phone: 585-753-1110

Email: susanarchacki@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Standard Time) on **November 15, 2021**.

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **November 17, 2021**.

**DUPLICATE COPIES:** 

PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.

**BID INFORMATION:** 

At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.** 

All bidders must submit proof that they have obtained the required Workers' Compensation and Disability Benefits Insurance coverage or PROOF that they are exempt. (Visit www.wcb.ny.gov for forms.)

# SPECIFICATION ALTERATIONS:

Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. Only formal written addenda can materially alter this set of specifications. No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

# **QUANTITIES:**

The quantities listed are the estimated <u>annual</u> requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

### **BRAND REFERENCE:**

References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

## **QUALIFIED BIDDER:**

Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to, an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform. Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

# METHOD OF AWARD:

Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the TOTAL. <u>Bidder must bid on all items in order to be considered.</u> The County reserves the right to reject any and all bids if the Purchasing Manager deems said action to be in the best interest of the County.

### **CONTRACT TERM:**

Contract will start with the date of the contract award and run through November 30, 2022, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

#### **PRICE CHANGES:**

Price changes may be proposed by either party on a quarter annual basis no less than (30) days prior to the end of such quarter year, or no less than (30) days prior to the end of contract term, based upon manufacturer or supplier price changes that must be supported with specific documentation justifying the change. Should proposed price changes not be acceptable to both parties, the contract may be terminated by either party at the end of the quarter year or contract term.

#### MINIMUM ORDER:

No minimum order is specified for this contract. Agencies must be able to order as needed. <u>Political subdivisions and others authorized by law may participate in this contract</u>.

## **DELIVERY:**

All deliveries to be F.O.B. Monroe County to agency as specified by a Purchase Order. Delivery costs must be built into the unit prices bid. Deliveries must be made within **one (1) week** after receipt of purchase order number. The County reserves the right to terminate the contract in the event the specified delivery time is not met.

# SECURITIES AND INSURANCE:

Any Certificates of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm, on that day.

# PURCHASE ORDER ISSUANCE:

Delivery of services may be directed by the receipt of a Purchase Order only. Items that are not part of this bid will not be paid for by Monroe County. As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

# BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. ALL INVOICES MUST BE MARKED WITH THE <u>PURCHASE ORDER NUMBER</u>. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.

# WARRANTY/ GUARANTEE:

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

# UNCONTEMPLATED PURCHASES:

Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

#### SUBCONTRACT:

The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

### **RELATED ITEMS:**

The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

# REPORT OF PURCHASE:

The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

# **OTHER AGENCIES:**

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any other political subdivision or district. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

# INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

# EQUAL PAY CERTIFICATION:

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Terms & Conditions-Term Contract-Commodity-Single Award.doc (09/20)

#### BP#1107-21, Automotive Lubricants

#### **Specifications**

#### **MOTOR OILS:**

# Heavy Duty Diesel API CK-4/SN 5W-40:

Must be of pure nature, re-refined is not acceptable

Must be full synthetic

Must be available in bulk and 55 gallon drum as needed

Must have a viscosity index of 168

Must have a cold cranking viscosity of 6290 cp @ -30 C / -22 F

Must have a borderline pumping viscosity of 24780 cp @ -35 C / -31 F

Must be OEM approved by the following manufacturers:

Allison Transmission TES 439

Cummins CES 20086

Detroit Diesel DFS 93K222

Ford WSS-M2C171-F1

Mack EOS-4.5

Renault Trucks RLD-3

Volvo VDS-4.5

Must Meet Specifications of:

ACEA E7, E9

Caterpillar ECF-3, TO-2

"Suitable for Use" products will not be accepted

# Passenger Car API GF-6A/SP 0W-20:

Must be of pure nature, re-refined is not acceptable

Must be DEXOS1 Gen 2 approved

Must be full synthetic

Must be API Licensed GF-6A/SP

Must be OEM approved and licensed by the following manufacturer:

General Motors D10380HG024

Must Meet Specifications of:

#### Ford WSS-M2C962-A1

"Suitable for Use" products will not be accepted

Must be available in bulk and 55 gallon drums as needed

# Passenger Car API GF-6A/SP 5W-30:

Must be of pure nature, re-refined is not acceptable

Must be DEXOS1 Gen 2 approved

Must be full synthetic

Must be API Licensed GF-6A/SP

Must be OEM approved and licensed by the following manufacturer:

General Motors D10381HG024

Must Meet Specifications of:

Ford WSS-M2C961-A1

"Suitable for Use" products will not be accepted

Must be available in bulk and 55 gallon drums as needed

# **DIESEL EXHAUST FLUID:**

Must be an API Certified and Licensed Diesel Exhaust Fluid (DEF)

Must meet certification requirements and standard of ISO 22241 for DEF

Must have boiling point >212 degrees Fahrenheit

Must have crystallization point of 12 degrees Fahrenheit

Must have a vapor density of 0.6 H20>1

Must be a clear colorless liquid

Must be 100% water soluble

Must have little to no odor

Evaporation rate of <1 required

Must be available in bulk and 55 gallon drums as needed

## **COOLANTS:**

# **Heavy Duty Diesel Coolant Organic Acid Technology (OAT)**

All coolant must be pure, no repurposed coolant will be accepted

Must be nitrate Free, phosphate free, silicate free and borate free

Must be formulated to incorporate non 2-EH OAT inhibitors

Must meet or exceed the following requirements:

**ASTM D6210** 

ASTM D3306

CAT EC-1

**CUMMINS CES 14603** 

**DEUTZ DQC CB-14** 

**DETROIT DIESEL 93K217** 

MAN 324 TYPE SNF

MERCEDES DBL 7700, 326.3

**MTU MTL 5048** 

**NAVISTAR MPAP5 B-1 TYPE IIIA** 

PACCAR

VOLVO/MACK

**TMC RP 329** 

Must be safe for engines with EGR and SCR systems

Must be 50/50 Pre-Diluted

Must be in 55 gallon drum capacity

#### **Universal Automotive Coolant**

All coolant must be pure, no repurposed coolant will be accepted

Must be 2-EHA free, silicate free, borate free and amine free.

Must be compatible with any color antifreeze/coolant (yellow in appearance)

Must be designed for use in all domestic and foreign cars, light/medium duty trucks

Meets the performance requirements of ASTM D3306 and D4985

Must be 50/50 Pre-Diluted

Specific gravity of 1.077

Boiling point of 229 degrees Fahrenheit

pH, 50 vol 8.3%

Ash content, mass % <2.5

Chloride ppm <25

Must be available in 55 gallon drums

#### **UNIVERSAL TRACTOR TRANSMISSION OIL:**

Must be a synthetic blend fluid that meets current and older OEM specifications

Must have a Kinematic Viscosity: cSt @ 40 degrees C / SUS @ 100 degrees F: 46.9/239

Must have a Kinematic Viscosity: cSt @ 100 degrees C / SUS @ 210 degrees F: 8.3/54.0

Must have a viscosity index of 152

Must have a pour point of -51 degrees C / -60 degrees F

Must have a Total Base Number (TBN) of 10.3

Must be recommended for use for these current OEM specifications:

John Deere JDM J20D

Case New Holland & Case IH MS-1209/MAT 3505, MS-1210/JIC-145/MAT 3506, MS-1230/CNH MAT 3509, ESN-M2C134-D/MAT 3525

Kubota UDT2

Komatsu KES 07.866

On transmission applications, must be suitable for use:

Allison Type C-4 and C-3 Fluids

Caterpillar TO-2

Must be available in bulk and 55 gallon drum as needed

#### **HEAVY DUTY TRANSMISSION FLUID:**

Must be full synthetic

Must be an approved OEM fluid for Allison transmission service fill - TES 295

Must be on the current Allison TES-295 & TES-468 approval list

Must be available in bulk and 55 gallon drum as needed

#### **LIGHT DUTY AUTOMOTIVE TRANSMISSION FLUID:**

Must be full synthetic

Must be OEM approved with the following manufacturer requirements:

General Motors Dexron VI

Ford Mercon LV

Must be available in bulk and 55 gallon drum as needed

#### **GEAR OILS:**

#### 80W-90 AND 85W-140:

Mineral based recommended for use where API GL-5 or MT-1 fluid is specified

Suitable for use requiring a Meritor 0-76-A and O-76D, Mack GO-H and GO-J, MIL-PRF-2105E, and Navistar B-22

Must be available in pails, kegs or drums as needed

#### 75W-90:

Must be full synthetic and approved for manual transmission applications

Recommended for use where API GL-5 or MT-1 fluid is specified

Must be formulated with a limited slip additive (LS)

Suitable for use for extended drain requiring a Meritor 0-76-N, Eaton PS-163, PS-037, PS-109, Mack GO-J Plus, MIL-PRF-2105E, and Navistar TMS 681

Must be available in pails, kegs or drums as needed

#### **GREASE:**

#### **MOLY BASED GREASE:**

Must be a Lithium Complex EP grease with 5% Moly and fortified with a tackifier

Must be suitable for use in severe environments meeting the requirements of Caterpillar, Terex, Komatsu, Dresser and others

Base viscosity cSt at 40 degrees C: 460 and cSt at 100 degrees C: 34

Dropping point: 260 degrees C, 500 degrees F

Worked penetration (60 strokes): 265-295

Oxidation stability, 100 hours psi (kPa): 5 (34.5)

Timken OK load, lbs: 55

Must be a high load carrying capacity

Must be available in tubes, pail, or drums as needed

#### **POLYUREA BASED GREASE:**

Must be a Polyurea EP grease for long service life developed with a non-soap thickener

Must be compounded with a non-sulfur-phosphorus EP additive

Must be suitable for use in severe environments meeting the requirements of John Deere and others

NLGI GC-LB certified

Base viscosity cSt at 40 degrees C: 104 and cSt at 100 degrees C: 10.

Dropping point: 260 degrees C, 500 degrees F

Worked penetration (60 strokes): 265-295

Oxidation stability, 100 hours psi (kPa): 5 (34.5)

Timken OK load, lbs: 60

Must be available in tubes, pail, or drums as needed

				Price 3/22
1029865	DA DIESEL OIL 40W	ALTERNATE = ARGUARD	DR	\$620.95
1029872	BLUE RIBBON GEAR LUB 80W/90 400W		DR	\$768.00
1029874	BLUE RIBBON AUTOMATIC TRANSMISSION FLUID		GAL	\$8.36
1029878	P66 MEGAPLEX XDS 120#/PAIL	ALTERNATE = POLYTAC EP#2, KEG	PL	\$379.20
1029879	P66 MEGAPLEX XD5 GREASE, 14 OZ TUBE		EΑ	\$3.95
1029880	DA AUTOTRAN SUPER LV 55/GAL	ALTERNATE = PETROCAN DURADRIVE	DR	\$797.50
1029881	VALVOLINE SYNTHETIC 75W/90 OIL	ALTERNATE = KENDALL	CS	\$107.64
1029882	VALVOLINE SYNTHETIC 75W/140 OIL	ALTERNATE = KENDALL	CS	\$107.64
1029883	BLUE RIBBON 85W/140 GEAR LUBE 400#		DR	\$768.00
1029884	KENDALL SUPER BLU L-427 GREASE, 10/CS		CS	\$43.50
NEW	P66 POLY-TEC EP#2 10/14OZ TUBE		CS	\$39.50
1029887	WINDSHIELD WASHER FLUID		DR	\$128.70
NEW	PETRO CANADA DURA-TRAN XL TRACTOR HYD		DR	\$654.50
NEW	PETRO CANADA DURA-TRAN XL TRACTOR HYD		GAL	\$11.90
1029889	DEF DIESEL EXHAUST FLUID		DR	\$193.05
1045975	DEF DIESEL EXHAUST FLUID BULK		GAL	\$3.00
1035173	KENDALL SUPER BLU L-427 12/1LB/CS		CS	\$41.40
1038889	PETRO CANADA SUP. SYN 5W/30 55 GAL		DR	\$610.50
1045971	PETRO CANADA SUP. SYN 5W/30 BULK		GAL	\$11.10
1045972	PETRO CANADA SUP. SYN 0W/20 55 GAL DRUM		DR	\$610.50
	PETRO CANADA SUP. SYN 0W/20 BULK		GAL	\$11.10
1041953	P66 TRITON HD SYNTHETIC ATF 5 GAL PAIL		EA	\$151.85
1045977	FEAR FINAL CHARGE NE RED 30/30 A/F		DR	\$520.30
1044650	PENNGRADE BLUE SNOWPLOW OIL 12/1/QT		CS	\$42.60
1045974	PETRO CANADA DURON UHP SYN 5W/40 55 BULK		GAL	\$17.04
1045976	PEAK LONG LIFE YELLOW 50/50 A/F 55/GAL		DR	\$360.80
NEW	PEAK SUPERIOR LONG LIFE YELLOW 50/50 COOLANT		DR	\$360.80
1045978	KENDALL SHP GREASE 120#		EA	\$397.20
NEW	PHILLIPS 66 TRITON 295 FULL SYNTHETIC ATF BULK		GAL	\$27.03
NEW	PHILLIPS 66 TRITON 295 FULL SYNTHETIC ATF 55/GAL		DR	\$1,486.65