FRESNO AREA EXPRESS

FORMAL BID SPECIFICATIONS
PRODUCT REQUIREMENTS CONTRACT FOR:

TRANSIT BUS OIL

BID FILE NO. 12601827

SCHEDULED BID OPENING:

TUESDAY, MAY 19, 2026

PROCUREMENT SPECIALIST: TAMRA TORRENCE

Purchasing@fresno.gov

(559) 621-1153

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DIVISION I

INTRODUCTION

NOTICE INVITING BIDS
PRODUCT REQUIREMENTS CONTRACT FOR
TRANSIT BUS OIL

BID FILE NUMBER: 12601827

Electronic bids will be received at the office of the Purchasing Manager of the City of Fresno, all in accordance with the plans and/or specifications, delivered F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, to CITY OF FRESNO, FAX Maintenance 2223 G St, Fresno Ca 93706.

This request is for a one (1) year contract with four (4) one-year extensions.

Specifications can be downloaded at the City's online website at:

http://www.fresno.gov/Purchasing**, select "Bid Opportunities"**

Bids must be submitted electronically via Planet Bids only.

Bid Proposals must be filed electronically using Planet Bids prior to the bid opening at 3:00 P.M. on Tuesday, May 19, 2026, when the bids will be publicly opened and recorded. Electronically filed is defined as by means of electronic equipment or devices. Join the bid opening meeting at https://fresno.zoomgov.com/j/1619517892 or call (669) 254-5252, meeting ID 161 951 7892.

All proposals must be made on the Bid Proposal Form provided by the Purchasing Manager. A Bid Deposit, which can be provided separately, in the amount of **ONE THOUSAND DOLLARS ($1,000)** (or, in bids with Add Alternates, the highest possible combination of the Base Bid Plus Add Alternates) in the form of a certified or cashier's check, an irrevocable letter of credit, or a certificate of deposit or a bidder's bond executed by a corporate surety, admitted by the California Insurance Commissioner to do business in California, payable and acceptable to the City of Fresno; or the Bidder shall have registered with the Purchasing Manager of the City an annual bid bond sufficient to provide coverage in such amount. Bid Deposits will be refunded after a Contract has been executed with the successful Bidder or all bids have been rejected. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

The City of Fresno hereby notifies all Bidders that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or on any other basis prohibited by law.

The City reserves the right to reject any and all bids at its sole discretion.

INSTRUCTIONS TO BIDDERS
PRODUCT PURCHASE CONTRACT FOR
Product Requirements Contract for Transit Bus Oil

BID FILE NUMBER: 12601827

BID PROPOSALS WILL BE CONSIDERED FOR AWARD ONLY IF THE BIDDER HAS COMPLIED WITH THE FOLLOWING:

SUBMITTAL

Bid Proposals shall be submitted on the forms furnished herein, with all documents listed on the Bidder's Checklist, completely filled out, properly signed by the Bidder, and electronically filed utilizing Planet Bids prior to the date and time specified in the Notice Inviting Bids, when all bids will be publicly opened and recorded. Bids received at 3:00 p.m. or after will **not** be accepted. The time stamp in the Purchasing Division will be the official clock for documenting the time of filing. Electronically filed is defined as by means of electronic equipment or devices. Failure to submit all forms required herein may deem the bidder non-responsive at City's sole discretion.

BID DEPOSIT

A Bid Deposit has been made in accordance with either paragraph (1) or paragraph (2). **A bid without a proper Bid Deposit will be automatically rejected**.

Note: Company Checks are NOT acceptable

1. **BID DEPOSIT.** Bidders must submit a Bid Deposit, which may be provided separately, in the amount of **ONE THOUSAND DOLLARS ($1,000)** of the Total Net Bid Amount (or, in bids with Add Alternates, the highest possible combination of the Base Bid plus Add Alternates) with their Bid Proposal. Such Bid Deposit shall be in the form of a certified or cashier's check, an irrevocable letter of credit or a certificate of deposit payable to the City of Fresno, or a bidder's bond executed by a corporate surety, admitted by the California Insurance Commissioner to do business in California, payable and acceptable to the City of Fresno. Such Deposit shall be retained by the City of Fresno as a guarantee that the Bidder, if awarded all or part of the Contract, will within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. No Bid Deposits will be returned to Bidders until either a Contract has been executed for all items awarded, or all bids have been rejected. Bid bonds will not be returned, except upon Bidder's written request. Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

Certified or cashier's checks must be mailed, shipped, or hand delivered to:

City of Fresno - Purchasing Division
2101 G. Street, Bldg. A
Fresno, CA 93706

2. **ANNUAL BIDDERS BOND**. If the Bidder contemplates submitting bids from time to time during a period of one (1) year for the furnishing of certain materials, supplies or services to the City of Fresno, the Bidder may cover all such bids by a single Annual Bidder's Bond instead of a separate bond for each bid. If such an Annual Bidder's Bond is registered with the Purchasing Manager of the City of Fresno, and is currently valid, it shall be deemed to accompany each and every bid submitted, provided such bond is in a sufficient amount to provide the required Deposit for all of the Bidder's proposals then outstanding. It shall be stated upon the Bid Proposal that such an Annual Bidder's bond is registered with the Purchasing Manager of the City of Fresno.

3. **NOTARIAL ACKNOWLDGEMENT.** Each bid must be accompanied by a Bid Bond executed by a surety authorized to do business in the State of California. The bond must be originally signed by both the Principal and the Surety. Notary acknowledgments for both the Principal and the Surety must be attached if corporate seal is not visible on the bid bond. If signed by an Attorney-in-Fact, a certified and effectively dated Power of Attorney must be included with the bond. Failure to provide properly notarized signatures or visible corporate seal will render the bid non-responsive.

CONTRACT DEFINITIONS

Attention of Bidders is especially directed to all provisions of the Contract Documents as defined in the GENERAL CONDITIONS.

QUESTIONS, CLARIFICATIONS, AND CONCERNS

Any questions or concerns relating to these Specifications shall be directed in writing to the designated Procurement Specialist as shown on the cover or may be submitted electronically by utilizing the Questions and Answers field on Planet Bids.

Questions will be accepted only up to five (5) working days prior to the bid opening date to allow the City, if necessary, to issue an addendum to all bidders stating revisions, deletions, or additions to be made to the Specifications as a result of any questions**.** If questions arise after the deadline, please contact the Procurement Specialist, but the City will not guarantee a response.

The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or their designee.

ADA

<u>Accessibility Requirements</u>: Supplier warrants that it complies with California and federal disabilities laws and regulations; and the Services will conform to the accessibility requirements of WCAG 2.0AA. Supplier agrees to promptly respond to and resolve any complaint regarding accessibility of its Services. The City may require bidder to comply with these accessibility requirements if they are awarded a contract.

APPROVED EQUALS

For equipment and material purchases, where brand name/model are specified, the City reserves the right to evaluate any product or type of equipment offered on the Bid Proposal and to determine acceptability as an "approved equal."

1. All Bid Proposals must be accompanied with pertinent information that provides sufficient technical data to evaluate the item(s) offered. The information may consist of manufacturer's literature, specifications, drawings (to scale), sketches (to proportion) performance data, etc., as is necessary to completely describe the product.

2. The decision of acceptability as an "approved equal" shall be within the sole discretion of the City. If approval as an equal is denied by the City, Bidder shall provide one of the manufacturers/brands listed in the Specifications without change in the Contract price.

3. Bidder shall contact the Procurement Specialist in the Purchasing Division and submit Appendix D at least seven (7) days prior to the scheduled bid opening.

EXCEPTIONS

Any exceptions taken at the time of or after bid submittal, may render the bid nonresponsive. Attachments by Bidders which include legal terms and conditions that conflict with the GENERAL CONDITIONS may be considered an exception, and Bidder may, therefore, be considered nonresponsive.

CONTACTS WITH CITY STAFF

Before an award is made, any contact with City staff, other than the Purchasing Manager or designee(s), without prior written authorization is strictly prohibited and may render the Bidder non-responsible.

REGULATED COMMUNICATIONS IN CITY PROCUREMENT PROCESS ORDINANCE

The Regulated Communications in City Procurement Process Ordinance (Article 6, Chapter 4 of the Fresno Municipal Code) became effective May 7, 2004. With certain specified exceptions, the Ordinance provides that no Respondent, Bidder, Proposer (as the case may be) shall initiate, engage in, or continue any communication to or with any City elected official concerning or touching upon any matter which is the subject of this competitive procurement process.

Any Respondent, Bidder, Proposer or elected official (as the case may be) who initiates, engages in, continues in, or receives any regulated communication shall file the written disclosure required by the Regulated Communications in City Procurement Process Ordinance.

Any Respondent, Bidder, or Proposer violating the Regulated Communications in City Procurement Process Ordinance may be disqualified from participating in this procurement process and/or determined to be non-responsible. Additionally, the City may set aside the award of a contract, prior to its execution, to a party found to have violated the Ordinance.

Note: The full text of the Fresno Municipal Code, Chapter 4, Article 6 may be viewed on the City's website at, http://www.fresno.gov/Purchasing, select "Municipal Code".

DEBARMENT

A Bidder may be debarred from bidding or proposing upon or being awarded any contract with the City, or from being a subcontractor or supplier at any tier upon such contract, in accordance with the procedures in Fresno Municipal Code Section 4-104 adopted by Council on May 17, 2018. The initial period of any such debarment shall not be less than one year and may be permanent depending on the violation. A Bidder may request a hearing, in accordance with Fresno Municipal Code Section 4-104, upon receipt of a notice of proposed debarment from the City Manager or designee. A copy of the Ordinance may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, California 93721.

BID APPEAL PROCEDURE

The City has an appeal procedure in place as adopted by the City Council on April, 29, 2003 in Resolution No. 2003-129. Any bidder wishing to file an appeal should refer to that Resolution. A copy of the Resolution may be obtained from the City Clerk's Office, 2600 Fresno Street, Fresno, CA 93721.

Once City staff has reviewed and evaluated the bid proposals received and has determined the lowest responsible Bidder for award, that determination will be posted on the City's website www.fresno.gov, *Departments, General Services, Purchasing Division, Anticipated Formal Bid Award*, a minimum of 5 working days prior to Council action to award a Contract for the project/purchase. It is the sole responsibility of interested bidders to seek this information from either of these sources.

Should bidders wish to appeal the staff determination, appeals must be received in writing within 5 working days from the time the determination is posted and conform to the requirements under Resolution No. 2003-129. "Working day" means a City of Fresno regular business day. In no event will appeals be accepted later than 5:00 p.m. on the day before Council is scheduled to take action on the Contract award. Appeals must be submitted to following:

City of Fresno Purchasing Division
2101 G. Street, Bldg. A
Fresno, CA 93706
Fax number (559) 457-1564

Letters of appeal must clearly state why it is felt the staff's determination of bid award is to someone other than the lowest responsive and responsible Bidder, or outside the procedural requirements for the submission and opening of bids.

Appeals not submitted within the stated time will not be honored and the City will proceed to award the Contract.

DIVISION II

BIDDING DOCUMENTS

BIDDER'S NAME:__________________________
(Submit with Bid Proposal)

BIDDER'S CHECKLIST
PRODUCT PURCHASE CONTRACT FOR
Transit Bus Oil

BID FILE NUMBER: 12601827

SUBMIT THIS BIDDER'S CHECKLIST WITH YOUR BID DOCUMENTS.

Bidders shall complete and submit all documents marked with an "X" in the "REQUIRED" column. Documents required on the checklist but not included may render your bid nonresponsive and ineligible for award. Bids received by the City by the scheduled bid opening time will be opened and publicly read but are subject to verification that all the required documents have been submitted.

Copies of Bid Deposits may be submitted electronically and separate from other bid documents, with the exception of a cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

REQUIRED

[X] 1. **BID PROPOSAL,** pages 9 - 11
[X] 2. **BID DEPOSIT**, page 14
Included with Bid Proposal:

[ ] Certified Check	[ ] Bidder's Bond
[ ] Cashier's Check	[ ] Irrevocable Letter of Credit
[ ] Certificate of Deposit	[ ] Annual Bidder's Bond

Note: Company Checks are NOT acceptable

[X] 3. **BUSINESS LOCATION AND BUSINESS LICENSE**, page 15
[X] 4. **DISCLOSURE OF CONFLICT OF INTEREST**, page 16
[X] 5. **ACCEPTANCE OF INDEMNIFICATION & INSURANCE,** page 17
[X] 6. **SIGNATURE PAGES**, pages 18 and 19
[X] 7. **SAMPLE CERTIFICATION,** page 20
[X] 8. **ADDENDA** - Signature page of all Addenda issued, if applicable.

SUBMITTED BY:
Name of Company ____________________________ Contact Name____________________

Address _______________________ City ______________ State ______ Zip _______

Phone No ______________________________ Fax No ________________________________

E-mail Address ____

BIDDER'S NAME:______________________
(Submit with Bid Proposal)

BID PROPOSAL
PRODUCT PURCHASE CONTRACT FOR
Product Requirements Contract for Bus Transit Oil

BID FILE NUMBER: 12601827

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

TERM OF CONTRACT The Contract shall be in effect for one (1) year with four (4) one-year optional extensions from the date of the Notice to Proceed. The Contract may be extended in accordance with the provisions set forth in the Special Conditions of these Specifications.

TO: THE PURCHASING MANAGER OF THE CITY OF FRESNO

The undersigned Bidder hereby proposes to furnish to the City of Fresno, in accordance with the Specifications annexed hereto and made a part hereof, the following item(s) delivered F.O.B. Destination, Freight Prepaid & Allowed, to the jobsite(s) as specified in the Special Conditions of these Specifications, and at the prices set forth in the following bid item(s):

ITEM	ESTIMATED QUANTITY (ANNUAL)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1.	8,000	Gallon	CNG Engine Oil SAE 15W-40 15W-40 (Cummins CES 20092) Bulk Delivery	$____________	$__________________
2	2,000	Gallon	CNG Engine Oil SAE 15W-40 15W-40 (Cummins CES 20092)Tote Delivery	$____________	$__________________
3.	1,700	Gallon	Automatic Transmission Fluid – Allison TES 668	$____________	$__________________
4.	3,000	Gallon	Gear Oil - GL-5 SAE 80W-90	$____________	$__________________

(Continued)

BIDDER'S NAME:______________________
(Submit with Bid Proposal)

Subtotal: $______________

Sales Tax (8.35%) $______________

Total Net Bid Amount: $______________

The Total Net Bid Amount ______________________________________ Dollars and ________________Cents.

All unit process shall include all cost associated with:

- Delivery to the City of Fresno FAX Facility
- Transportation and freight
- Fuel
- Pumping, transfer and offloading into city storage
- Labor and equipment required for delivery

The quantities listed are estimates for evaluation purposes only and do not represent guaranteed purchase.

Pricing submitted shall apply to the initial one (1) year term only. Option year pricing shall be subject to the CPI based adjustment provisions set forth in Appendix A – Special Conditions.

BIDDER'S NAME:______________________
(Submit with Bid Proposal)

Completion of Bid Proposal Form to be Eligible for Award. Bidders must bid all bid items within a section (including any Alternates). The Bidder may be deemed non-responsive and ineligible for award in the event Bidder fails to initial this paragraph on the line provided and completely fill in the Bid Proposal Form including, without limitation, all dollar amounts and information called for on this Bid Proposal Form. By its initials to the right hereof, Bidder represents he/she has read and understands the consequences of not completely filling in this Bid Proposal Form.

____
Initial

The City reserves the right to reject any and/or all bids.

BIDDER'S NAME:______________________________
(Submit with Bid Proposal)

AWARD will be made to the lowest responsive and responsible bidder as determined at City's sole discretion.

ADDENDA The City makes a concentrated effort to ensure any addenda issued relating to these specifications are distributed to all interested parties. It shall be the Bidder's responsibility to inquire as to whether any addenda to the Specifications have been issued. Upon issuance by the City, all Addenda are part of the Bid Proposal. Signing the Bid Proposal on the signature page thereof shall also constitute signature on all Addenda.

CONTRACT QUANTITIES:

The quantities listed below represent the City's projected lubricant usage based on historical consumption and operational forecasts. These quantities are provided for bid evaluation purposes only and do not represent a guaranteed purchase amount.

This Contract is a one (1) year agreement with four (4) optional one-year extensions, for a potential total contract term of five (5) years.

The City anticipates purchasing lubricants within the following estimated minimum and maximum quantities over the full five (5) year contract term

• Heavy Duty Engine Oil – SAE 15W-40, API CK-4, Cummins CES 20092 (Bulk Delivery)
Estimated Minimum: 2,000 gallons
Estimated Maximum: 50,000 gallons

• Automatic Transmission Fluid – Allison TES 668 (Bulk Delivery)
Estimated Minimum: 4,000 gallons
Estimated Maximum: 10,000 gallons

• Gear Oil – GL-5 SAE 80W-90 (55-gallon drums)
Estimated Minimum: 7,500 gallons
Estimated Maximum: 20,000 gallons

Actual quantities ordered may vary depending on fleet maintenance needs, vehicle mileage, and available funding.

City reserves the right to increase or decrease quantities in accordance with available funds as appropriated by the City Council. If the City Council has not appropriated funds or sufficient funds are not available to complete the purchase, the City reserves the right to decrease quantities to stay within the budget limitations.

QUANTITIES FOR BIDDING PURPOSES The quantities listed on the Bid Proposal page are shown for bidding purposes only. The actual requirement of the City may be more or less than the specified estimated quantities. The City will acquire its needs from the successful Bidder during the term of the Contract and will pay for only those quantities it actually orders and receives.

PRECEDENCE OF BID PRICES In the event of discrepancies between the bid total, summaries of totals and unit price extensions, the unit price correctly extended will control over the summaries of totals, and the summaries of totals correctly added will control over the total, whether the summaries of totals are extended unit prices or lump sums.

RIGHT TO REJECT ANY AND/OR ALL BIDS The City reserves the right to reject any and/or all bids.

TIME PERIOD TO AWARD/REJECT BIDS The undersigned Bidder agrees that the City may have **NINETY <u>(90) DAYS</u>** from the date bids are opened to accept or reject this Bid Proposal. It is further understood that if the Bidder to whom any award is made fails to enter into a Contract as provided in the Specifications, award may be made to the next lowest responsive and responsible Bidder, who shall be bound to perform as if he/she had received the award in the first instance. No Bid Proposal may be withdrawn prior to award within that time.

MINOR IRREGULARITIES The City of Fresno reserves the right to waive any informality or minor irregularity that does not have a monetary consideration when it is in the best interest of the public and of the City to do so. A discrepancy that offers a Bidder an unfair advantage will cause the bid to be nonresponsive.

TIEBREAKER In the event a tiebreaker is needed to establish the lowest responsive and responsible Bidder, the City shall, unless otherwise agreed upon by all participating parties, utilize a coin toss as a tiebreaker to be administered by a third party chosen by mutual consent of the participants. Such coin toss shall take place within 7 working days from the date of bid opening. If the City determines that a tiebreaker is necessary, each applicable Bidder agrees to participate or to indemnify the City in any litigation resulting from the utilization of the tiebreaker. If a Bidder refuses to timely participate, the City shall conduct the coin toss in a manner determined by the City to be fair to all and the results of such coin toss shall be final.

BIDDER'S NAME:________________________________
(Submit with Bid Proposal)

BID DEPOSIT

Accompanying this bid proposal is a Bid Deposit in the amount of **One Thousand Dollars ($1,000.00)** in the following form:

[___] Certified Check	[__] Bidder's Bond
[___] Cashier's Check	[___] Irrevocable Letter of Credit
[___] Certificate of Deposit	[___] Annual Bidder's Bond

Copies of Bid Deposits may be submitted electronically, with the exception of a certified or cashier's check, which must be brought to the Purchasing Manager's office and labeled accordingly with bid number prior to the bid opening.

Certified or cashier's checks must be mailed, shipped, or hand delivered to:
City of Fresno Purchasing Division
2101 G. Street, Bldg. A
Fresno, CA 93706

Note: Company Checks are NOT acceptable

Bid Deposit is deposited by the undersigned Bidder with the City of Fresno as a guarantee that the Bidder, if awarded all or part of the Contract, will, within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date the Notice of Award is mailed to the Bidder, execute and return a Contract furnished by the City. If the Deposit is in the form of an Annual Bidder's Bond, the bond must be heretofore registered with the Purchasing Manager and must be in the amount of **One Thousand Dollars ($1,000.00)**.

Such Deposit is made with the understanding that failure to execute such Contract will result in damage to the City, that the amount of such damage would be difficult to determine and that in the event of such default said Deposit shall become the property of the City; or, if a Bidder's Bond is deposited, the amount of the obligation thereof, but not more than the above stated amount, shall thereupon be due and payable to the City of Fresno as liquidated damages for such default, payment of said amount to be the joint and several obligation of the Bidder and the corporate surety.

A bid without a proper Bid Deposit will be automatically rejected.

BIDDER'S NAME:______________________
(Submit with Bid Proposal)

BUSINESS LOCATION

( ) The undersigned Bidder does not maintain a place of business in the City of Fresno.

( ) The undersigned Bidder maintains a place of business in the City of Fresno at:

___________________ Fresno, CA ______.

BUSINESS LICENSE

( ) The undersigned bidder has a current City of Fresno Business License Number: ___________________.

Note: Businesses not located within the City of Fresno do not need a business license to supply products to the City of Fresno

BIDDER'S NAME______________________________
(Submit with Bid Proposal)

DISCLOSURE OF CONFLICT OF INTEREST

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☐
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☐
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☐
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☐
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☐
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☐
* If the answer to any question is yes, please explain in full below.			

Explanation:____________________________
____
____
____
____
____
____
____
____

☐ Additional page(s) attached.

____
Signature

____
Date

____
Name

____
Company

____
Address

____
City, State, ZIP

BIDDER'S NAME:_______________________
(Submit with Bid Proposal)

STATEMENT OF ACCEPTANCE OF THE INDEMNIFICATION AND INSURANCE REQUIREMENTS

The Bidder shall sign below that the Bidder accepts in whole the Indemnification and Insurance Requirements set forth in these Specifications.

☐ **ACCEPT**
☐ **DO NOT ACCEPT**

____
Signature of Authorized Person

____
Type or Print Name of Authorized Person

BIDDER'S NAME: ____________________
(Submit with Bid Proposal)

SIGNATURE PAGE

By my signature on this Bid Proposal I certify, under penalty of perjury, that the foregoing statements, and those contained herein are true and correct.

BID SUBMITTED BY:
(Please follow the instructions for each line, as explained below.)

(1) ____
Bidding Firm   Area Code/Telephone No.   Fax. No.

____
(Corp)   (Individual)   (Partner)   (Other)

(2) ____
Business Address

____
City   State   Zip Code

(3) ____
Signature of Authorized Person   Date

____
Type or Print Name of Authorized Person   Title

INSTRUCTIONS FOR SIGNATURE PAGE

LINE 1: The name of the Bidder must be the same as that under which a license is issued, if a license is required. If the Bidder is a corporation, enter the exact name of the corporation under which it is incorporated; if Bidder is an individual, enter name; if Bidder is an individual operating under a trade name, enter name and dba (trade name in full); if a partnership, enter the correct trade style of the partnership; if a joint venture, enter exact names of entities joining in the venture.

LINE 2: Identify here the character of the name shown under (1), i.e., corporation (including state of incorporation), individual, partnership, or joint venture.

LINE 3: Enter the address to which all communications and notices regarding the Bid Proposal and any Contract awarded thereunder are to be addressed.

LINE 4: (a) If the Bidder is a corporation, the Bid Proposal must be signed by an officer or employee authorized to sign Contracts on behalf of the corporation evidenced by inclusion of one of the following certified by the secretary of the corporation, authorizing the officer or employee to sign contracts (sample certification attached): a copy of the Articles of Incorporation, a copy of the Bylaws, a copy of the Board Resolution or Minutes authorizing the officer or employee to sign Contracts.

(b) If Bidder is an individual, he/she must sign the Bid Proposal, or if the Bid Proposal is signed by an employee or agent on behalf of the Bidder, a copy of a power of attorney must be on file with the City of Fresno prior to the time set for the opening of the bids or must be submitted with the Bid Proposal.

(c) If the Bidder is a partnership, the Bid Proposal must be signed by all general partners; or by a general partner(s) authorized to sign Contracts on behalf of the partnership evidenced by inclusion of either a copy of the Partnership Agreement or a recorded Statement of Partnership.

(d) If the Bidder is a joint venture, the Bid Proposal must be signed by all joint venturers; or by a joint venturer(s) authorized to sign Contracts on behalf of the joint venture evidenced by inclusion of either a copy of the Joint Venture Agreement or a recorded Statement of Joint Venture; and if the joint venturer(s) is a corporation or a partnership signing on behalf of the Joint Venture, then Paragraphs (a) and c) above apply respectively.

Where Bidder is a partnership or a corporation, the names of all other general partners, or the names of the president and secretary of the corporation, and their business addresses must be typewritten below:

NAME	ADDRESS
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________
______________________________	______________________________

NOTE: All addresses must be complete with street number, City, State and Zip Code.

BIDDER'S NAME: ________________________
(Submit with Bid Proposal)

SAMPLE CERTIFICATION

I, ____, certify that I am the secretary
Name
of the corporation named herein; that _________________________________ who signed this
Name
Bid Proposal on behalf of the corporation, was then _________________________________ of
Title
said corporation; that said Bid Proposal is within the scope of its corporate powers and was duly signed for and on behalf of said corporation by authority of its governing body, as evidenced by the attached true and correct copy of the ___________________________
Name of Corporate Document

By: ____

Name: ____

Title: Secretary

Date: ____

DIVISION III

GENERAL CONDITIONS

GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Specifications, including the Instructions to Bidders and the Bid Proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

(a) "Bidder" shall mean and refer to each person or other entity submitting a bid proposal, whether or not such person or entity shall become a Seller by virtue of award of a Contract by the City.

(b) "City," "Buyer," "Owner," "Vendee" and "City of Fresno" shall each mean and refer to the City of Fresno, California.

(c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Bidders, the Bid Proposal and any addenda thereto, the Agreement and other standard Specifications, City's Specifications and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.

(d) "Contractor," Seller," "Supplier" and "Contractor" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the City to furnish the goods or services, or both, to be furnished under the Contract.

(e) "Council" and "City Council" shall each mean and refer to the Council of the City.

(f) "Goods" and "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under the Contract.

(g) "Purchasing Manager" shall mean and refer to the Purchasing Manager of the City.

(h) "Specifications" shall mean and refer to all of the Contract Documents.

(i) "Working day" shall mean and refer to City regular business day.

2. PRODUCTS LIABILITY INSURANCE: If these Specifications are for equipment with moving parts, the Contractor shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of $1,000,000 on said Bid Item(s) equipment.

3. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), Contractor shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in Contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by City, Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. Contractor's obligations

under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

If Contractor should subcontract all or any portion of the work to be performed under this Contract, Contractor shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

4. WORKMANSHIP GUARANTY: The workmanship of the goods or services provided to the City by the Contractor will be in accordance with generally accepted standards.

5. WARRANTY: For the purchase of equipment and material, the Contractor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to cities and consumers of the product. The Contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

6. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this purchase; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Technical Specifications.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

7. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents (which will include the "Contract," a sample of which is included in these Specifications) to the Purchasing Manager, 2101 G. Street, Bldg. A, Fresno, California 93706 in a form acceptable to the City of Fresno within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the Contractor's bid deposit and initiate a departmental recommendation to the Council to award the Contract to the next lowest responsive and responsible Bidder.

8. ASSIGNMENT OF PAYMENT: Contractor hereby agrees it will not assign the payment of any monies due it from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Contractor directly to Contractor.

9. PATENTS: For the purchase of equipment and material, the Contractor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment or supplies purchased by the City pursuant to these Specifications,

and Contractor agrees, by submission of a proposal hereunder, to defend the City, at Contractor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if the City is named as a defendant in any such action or suit.

10. OSHA COMPLIANCE: For the purchase of equipment and material, the items covered by this Contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, pursuant to the California Occupational Safety and Health Act, and the Federal Standards established by the Occupational Safety and Health Act of 1970, and their present and future amendments during the term of this Contract. In the event of a conflict between such Safety Orders and Federal Standards, the items shall conform to the respective Order or Standard which is more restrictive.

11. RECYCLING PROGRAM: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

(i) Immediately establish and maintain a viable and ongoing recycling program, approved by City’s Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City’s Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

(ii) Immediately contact City’s Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(iii) Cooperate with and demonstrate to the satisfaction of City’s Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

12. DELIVERY AND EXTENSIONS: Unless otherwise provided in the Specifications, delivery shall be made F.O.B. the specified place of delivery within the City of Fresno or environs.

If Contractor is delayed making delivery by any conditions or events beyond the reasonable control of Contractor and without its fault or negligence such as acts of God or the public enemy, acts of City in its contractual capacity or otherwise, illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, illegal general lockouts or other defensive action by employers, whether general or by organizations of employers, fires, floods, epidemics, quarantine restrictions, and delays of common carriers; Contractor shall have no claim for damages against City for any such cause of delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to said City Manager for such extension; provided, that no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event. Contractor shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence. The decision of said City

Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, shall be given in writing to Contractor.

13. PAYMENT: Unless otherwise provided in the Specifications, payment of the Contract price shall be made by City to Contractor in lawful money of the United States by warrant of City issued and delivered to Contractor in the ordinary course of City business promptly after completion of delivery of the specified item(s) and their acceptance by City.

14. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract upon 60 calendar days' prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

15. TERMINATION FOR NON-PERFORMANCE: If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within 5 calendar days after written notice by the City specifically describing the breach; the City Manager or designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such items or service to be furnished which have not been delivered or accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or designee, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Bid Proposal or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

The Contractor may terminate this Contract if City materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within 30 calendar days after written notice by the Contractor specifically describing the breach. Such termination shall be effective upon receipt by City of written notice of termination from Contractor, which notice shall be deemed to have been received by City, if mailed, within forty-eight hours to City's address as contained on the signature page of the Contract or, if personally delivered, upon the delivery thereof to the authorized representative of City or to City's said address.

16. NOTICES: Except as otherwise expressly provided in the Specifications, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Bid Proposal in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

17. BINDING: Subject to the following section, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective

heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

18. ASSIGNMENT: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale, or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

19. COMPLIANCE WITH LAW: In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

20. WAIVER: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

21. HEADINGS: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

22. SEVERABILITY: The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

23. INTERPRETATION: The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

24. ATTORNEY'S FEES: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

25. EXHIBITS: Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

26. CUMULATIVE REMEDIES: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. NO THIRD PARTY BENEFICIARIES: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the

event that the State of California is funding the purchase hereunder, that the State of California be a third party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.

28. FUNDING: This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.

29. GOVERNING LAW AND VENUE: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall be Fresno County, California.

30. EXTENT OF CONTRACT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

31. MODIFICATIONS AND CHANGE ORDERS: This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract including, without limitation, the Special Conditions and Technical Specifications. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor.

32. INCORPORATED APPENDICES: The following documents are appended to this contract and are incorporated by reference:

Appendix A – Special Conditions
Appendix B – Insurance Requirements
Appendix C - Technical Specifications
Appendix D – Approved Equal Request Form

DIVISION IV

APPENDICES

APPENDIX A

SPECIAL CONDITIONS

SPECIAL CONDITIONS

TERM OF CONTRACT

This Contract shall be in effect for an initial term of one (1) year from the date of the Notice to Proceed. The Contract may be extended, exercisable at the sole discretion of the City for four (4) optional one-year increments with price increases/decreases in accordance with the pricing provisions set forth in the Special Conditions. All other terms and conditions specified herein remaining the same. If either the City or Contractor elects not to extend the Contract, or upon expiration of the final one-year extension term, the Contractor shall aid the City in continuing, uninterruptedly, the requirements of the Contract, by continuing to perform on a temporary basis, when specifically requested to do so in writing by the Purchasing Manager, for a specified term not to exceed twelve (12) months. Such continuance shall be subject to price increases/decreases in accordance with the provisions set forth herein, and all other terms and conditions remaining the same as if the contract had been extended for such a temporary period by an amendment hereto.

PRICING CONDITIONS

Pricing shall remain firm and fixed at the bid proposal pricing for the initial one (1) year term of the Contract. For each option year, the Contractor may submit a price adjustment based on the Consumer Price Index (CPI), U.S. City Average Energy Commodities (Fuel Oil) as published by the U.S. Bureau of Labor Statistics (BLS). Any adjustment shall be limited to a maximum increase of five percent (5%) per year and must be supported by appropriate documentation.

All adjustments are subject to review and approval by the City of Fresno.

CHANGE ORDERS

The City of Fresno reserves the right to add, modify or delete items from the Contract or Special Conditions or Technical Specifications. Any changes shall be made only by means of a formal Change Order signed by both the City and the contractor.

DELIVERY

Except as otherwise expressly provided herein, deliveries shall be made seventy-two (72) hours from the City notification or release of goods against this Contract. The Contractor shall make commercially reasonable efforts to meet the delivery timeframe specified herein, In the event the Contractor is unable to meet the seventy-two (72) hour delivery requirement, the Contractor shall promptly notify the City in writing, identify the reason for delay and propose a revised delivery schedule for City approval. Failure to deliver within the required timeframe without prior City approval may constitute a breach of contract and requirement to expedite delivery at no additional cost to the City.

The contractor shall deliver lubricants and related products to the City of Fresno Department of Transportation (FAX) Maintenance Facility located at:

City of Fresno – FAX Maintenance Facility
2223 G Street
Fresno, CA 93706

Deliveries shall occur between 7:00 am and 5:00 pm. Monday through Friday, excluding City-recognized holidays, unless otherwise authorized by the FAX Maintenance Shop Supervisor.

City of Fresno Department of Transportation is closed for the following holidays:

- Thanksgiving Day
- Christmas Day

NON-DELIVERY

If the Contractor fails to meet delivery requirements, the City may, but is not obligated to, procure the goods from another source and recover any loss occasioned thereby (including, without limitation, any increase in cost for Contractor's delay up to date of delivery and acceptance by City of goods from another source), from any unpaid balance due the Contractor or through reduction of future invoices. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City. The price paid by the City shall be considered the prevailing market price at the time purchase is made. City will notify Contractor of any decision to procure the goods from another source. Such notification may be by telephone, electronic mail, or facsimile to Contractor or Contractor's authorized representative.

PAYMENT

The Contractor shall be eligible for progress payments upon delivery and acceptance of any number of items.

The Contractor must invoice the correct department in the City of Fresno, in order to initiate the payment process. Invoices shall be supplied in duplicate and conspicuously displayed with the City of Fresno Purchase Order Number and shall be sent to:

City of Fresno FAX Maintenance Facility
ATTN: FAX Maintenance Shop Supervisor
2223 G Street
Fresno, CA 93706

APPENDIX B
INSURANCE REQUIREMENTS
AND
SAMPLE CONTRACT

SAMPLE PRODUCT PURCHASE CONTRACT

This Contract is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and [CONTRACTOR NAME], [Legal Identity] (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Bids," "Instructions to Bidders," "Bid Proposal," and the "Specifications" including "General Conditions", "Special Conditions" and "Technical Specifications" for the following: [Title] (Bid File No. [Number]) [Alternates (if any)] copies of which are annexed hereto, together with all the drawings, plans, and documents specifically referred to in said annexed documents, and are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of [WRITTEN $ AMOUNT] DOLLARS AND [WRITTEN CENTS AMOUNT] CENTS ($[Dollar Amount]), as set forth in the Bid Proposal, the Contractor promises and agrees to furnish or cause to be furnished, in a new and working condition, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the items as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Bid Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. The Contractor agrees to accept payment from the City.

4. INDEMNIFICATION: To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), the Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. The Contractor's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or by the willful misconduct, of the City or any of its officers, officials, employees, agents, or volunteers.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

5. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Contractor's, and this Contract shall be binding and effective upon execution by both parties.

[CONTRACTOR NAME],
[Legal Identity]

By: ______________________________

Name: ____________________________

Title: ____________________________
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

Dated: ___________________________

By: ______________________________

Name: ____________________________

Title: ____________________________
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Dated: ___________________________

CITY OF FRESNO,
a California municipal corporation

By: ______________________________
Melissa Perales, Purchasing Manager
General Services Department

Dated: ___________________________

ATTEST:
AMY ALLER
Interim City Clerk

By: ______________________________
Deputy Date

No signature of City Attorney required. Standard Document **#FIN-S Formal Bid Contract – Product (05-2022)** has been used without modification, as certified by the undersigned.

By: ______________________________
[City Certifier Name]
[City Certifier Title]
General Services Department

City address:

City of Fresno
Attention: [Name],
[Title]
[Street Address]
Fresno, CA [Zip]

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, CONTRACTOR or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONTRACTOR of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

1. <u>PRODUCTS LIABILITY INSURANCE</u>: CONTRACTOR shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of $1,000,000 by providing a certificate of insurance on said Bid Item(s) equipment. Certificates shall be issued by an insurance company meeting the requirements to conduct business in the state of California. City of Fresno is required to be an additional insured with primary and non- contributory coverage in favor of the City on this General Liability Policy.

<u>If scope of work includes delivery or install, the requirements below apply in addition to the above requirements.</u>

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall procure and maintain for the duration of the contract insurance with limits of liability not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY**
   - (i) $1,000,000 per occurrence for bodily injury and property damage;
   - (ii) $1,000,000 per occurrence for personal and advertising injury;
   - (iii) $2,000,000 aggregate for products and completed operations; and,
   - (iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY**

$1,000,000 per accident for bodily injury and property damage.

3. **<u>Workers' Compensation Insurance as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:</u>**

   (i) $1,000,000 each accident for bodily injury;

   (ii) $1,000,000 disease each employee; and,

   (iii) $1,000,000 disease policy limit.

<u>UMBRELLA OR EXCESS INSURANCE</u>

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

<u>DEDUCTIBLES AND SELF-INSURED RETENTIONS</u>

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any self-insured retentions must be declared on the Certificate of Insurance, and approved by, the CITY'S Risk Manager or his/her designee. At the option of the CITY'S Risk Manager or his/her designee, either:

(i) The insurer shall reduce or eliminate such self-insured retentions as respects CITY, its officers, officials, employees, agents and volunteers; or

(ii) CONTRACTOR shall provide a financial guarantee, satisfactory to CITY'S Risk Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall CITY be responsible for the payment of any deductibles or self-insured retentions.

<u>OTHER INSURANCE PROVISIONS/ENDORSEMENTS</u>

(i) *<u>All policies of insurance</u>* required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to CITY, except ten (10) days for nonpayment of premium. CONTRACTOR is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(ii) The Commercial General and Automobile Liability insurance policies shall be written on an occurrence form.

(iii) The Commercial General and Automobile Liability insurance policies shall be endorsed to name City, its officers, officials, agents, employees and volunteers as an additional insured. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations under the Commercial General Liability policy by use of ISO Forms or an executed manuscript insurance company endorsement providing additional insured status. The Commercial General endorsements must be as broad as that contained in ISO Forms: GC 20 10 11 85 or both CG 20 10 & CG 20 37.

(iv) The Commercial General and Automobile Liability insurance shall contain, or be endorsed to contain, that the CONTRACTORS' insurance shall be primary to and require no contribution from the City. The Commercial General insurance policy is required to include primary and non contributory coverage in favor of the City for both the ongoing and completed operations coverage. These coverages shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. If CONTRACTOR maintains higher limits of liability than the minimums shown above, City requires and shall be entitled to coverage for the higher limits of liability maintained by CONTRACTOR.

(v) Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

(vi) For any claims related to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, agents, employees and volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

(vii) The Workers' Compensation insurance policy shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

(viii) The Commercial General and Automobile Liability insurance policies shall contain, or be endorsed to contain, a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

PROVIDING OF DOCUMENTS - CONTRACTOR shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required herein **All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences.** All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONTRACTOR shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

All subcontractors working under the direction of CONTRACTOR shall also be required to provide all documents noted herein.

SUBCONTRACTORS - If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, CONTRACTOR will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

APPENDIX C

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

Scope of Work: Transit Bus Oil Supply

1. Objective
The purpose of this Contract is to provide a reliable and continuous supply of engine oil and transmission fluid to support the operational requirements of the Fresno Area Express (FAX) transit bus fleet.

2. Products Required
The Contractor shall supply the following products:

Item	Item Description
1	CNG Engine Oil: SAE 15W-40 15W-40 (Cummins CES 20092) Bulk Delivery
2	CNG Engine Oil: SAE 15W-40 15W-40 (Cummins CES 20092)Tote Delivery
3	Automatic Transmission Fluid (ATF): Allison Approved TES 668
4	Gear Oil: GL-5 SAE 80W-90

The engine oil supplied under this contract shall be the same product specification regardless of delivery location. Deliveries may be made to different storage systems, including underground storage tanks and above-ground storage tanks, as designated by Fresno Area Express maintenance staff.

All products supplied shall meet or exceed the listed specifications and applicable OEM approvals current at the time of delivery.

3.Estimated Usage

a) Projected lubricants consumption is based on historical information, previous orders, actual consumption, actual mileage, and the Short-Range Transit Plan projected bus mileage.
b) FAX does not guarantee the amount of consumption or minimum usage shown below. Quantities are estimates only and are based on historical information.

Item Description	Lubricant Type	Estimated Annual Usage (Gallons)
CNGEngine Oil	CNG Engine Oil 15W40 Cummins Approved CES 20092	8,000
CNG Engine Oil	CNG Engine Oil 15W40 Cummins Approved CES 20092 – (Supplied in small bulk deliveries in tear drop	2,000

	above ground tank)	
Automatic Transmission Fluid	Allison Approved TES 668	1,700
Gear Oil	GL-5 SAE 80W-90	3,000

4. Packaging:

a) Products shall be delivered in either bulk tanker delivery or in 55-gallon drums as requested by FAX Maintenance. Deliveries shall not exceed City's available storage tank capacity or anticipated operational needs.

b) The Contractor shall be responsible for unloading and transferring lubricants into the City's designated storage tanks or containers. Prior to transferring product, the Contractor shall verify the correct tank with FAX Maintenance to ensure the proper lubricants is delivered to the correct storage location.

c) Contractor shall use appropriate pumping equipment and procedures to prevent cross-contamination of lubricants.

d) Any contamination or incorrect product transfer resulting from Contractor actions shall be corrected by the Contractor at no cost to the City.

e) Contractor shall coordinate delivery quantities with FAX Maintenance staff to prevent overfilling of storage tanks.

5. Delivery Location and Hours:

City of Fresno, FAX Maintenance Building 2223 G St. Fresno, CA 93706.
Delivery shall be made between 7:00 a.m. – 5:00 p.m., Monday - Friday, unless otherwise authorized by FAX Maintenance Shop Supervisor.

6.Delivery Requirements

The Contractor shall deliver lubricants to Fresno Area Express maintenance facilities as requested.

- Bulk delivery to underground storage tanks
- Bulk delivery to above-ground storage tanks
- Drum deliveries (55-gallon drums) when requested

The Contractor shall coordinate delivery scheduling with Fresno Area Express maintenance staff to ensure continuous fleet operations.

Tank Capacities (Underground)

Item Description	Lubricant Type	Capacity (In Gallons)
Heavy Duty Engine Oil	15W-40 CNG Engine Oil Cummins Approved CES 20092	7,000
Automatic Transmission Fluid	Allison approved TES 668	6,000

7. Quality Assurance

The Contractor Shall:

a) Ensure lubricants are free from contaminants and meet quality standards.
b) Ensure all products meet OEM specifications
c) Replace any contaminated, incorrect, or non-conforming product within five (5) business days of notification at no additional cost to the City.
d) Arrange transportation and deliver oil to the specified location as requested by FAX Equipment Supervisor and FAX Storekeepers.
e) Supplier shall deliver and transfer lubricants into correct underground storage tanks.
f) Notify FAX of any known delays or quality issues within twenty-four (24) hours of identification.
g) Upon request, the Contractor shall provide product data sheets, Safety Data Sheets (SDS) and documentation demonstrating compliance with required specifications.
h) Invoices shall be sent via email to FAX Maintenance for payment processing.

FAX Responsibilities:

a) Provide accurate demand forecasts and delivery schedules.
b) Ensure access to delivery site and proper storage facilities.
c) Inspect deliveries within 3 business days and report any discrepancies.
d) The City of Fresno (FAX) is responsible for storage after delivery acceptance.

Joint Responsibilities:

a) Maintain open communication to resolve issues related to quality, delivery, or contract compliance.

Environmental and Spill Compliance

a) The contractor shall comply with all applicable federal, state and local laws and regulations governing the transportation, handling, and delivering of petroleum based lubricants.

b) The contractor shall ensure that all deliveries are conducted in a matter that prevents spills, leaks, or contamination of City property or the environment.
   In the event of a spill or release occurring during delivery operations, the Contractor shall immediately notify the City and take all appropriate corrective actions in accordance with applicable regulatory requirements. Any cleanup required as a result of Contractor delivery operations shall be the responsibility of the Contractor at no cost to the City.

8. Acceptance Criteria

a) All delivered product shall be subject to inspection by FAX Maintenance staff at the time of delivery.
b) Product Quality: Lubricants meet specifications.
c) Delivery: Oil is delivered in specified quantities, undamaged, and on schedule.
d) Documentation: SDS are provided and meet regulatory requirements.
e) Packaging: Drums are properly sealed, labeled, and free from leaks or damage.

Acceptance shall be based on verification of correct product. Quantities, packaging condition, and absence of visible damage or contamination.

9. Exclusions

a) The Contractor shall not be responsible for oil disposal or recycling services
b) Contaminated or Non-Conforming Product; If prior to acceptance, any oil product is found through visual observation at the time of delivery to be contaminated, or non-conforming due to the Contractor’s manufacturing packaging or delivery, the Contractor shall, at no cost to the City replace the affected product.
c) FAX shall be responsible for storage and handling of lubricants after delivery acceptance.

APPENDIX D

APPROVED EQUAL REQUEST FORM

BIDDER'S NAME: ______________________________

**APPROVED EQUAL
REQUEST FORM**

If you are requesting an approved equal, Bidder's must contact the designated Procurement Specialist in the Purchasing Division and **<u>submit this form at least seven (7) days prior to the scheduled bid opening</u>**. Reference the materials and explain any deviation below. If approved, an addendum will be issued to all prospective bidders stating revisions, deletions, or additions to be made to the Specifications as a result of any inquiries. The City will not be responsible for verbal responses made by parties other than the Purchasing Manager or their designee.

REFERENCE	REMARKS