

**MEMORANDUM**

**TO: Judge Robert Hebert  
County Judge**

**FROM: Debbie Kaminski  
Assistant Purchasing Agent**

**SUBJECT: Please sign the attached contracts approved in Commissioners Court  
on 09/08/09. Thank you.**

**DATE: September 15, 2009**

**RETURN TO: Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg**

9-8-09  
**AGENDA ITEM**  
# 22

9-16-09 orig. ret. to Cheryl at Purchasing

**Fort Bend County, Texas  
Invitation for Bid**



**Term Contract for the Purchase of Oil and Lubricants  
for Fort Bend County  
BID 10-019**

**SUBMIT BIDS TO:**

Fort Bend County  
Purchasing Department  
Rosenberg Annex  
4520 Reading Road, Suite A  
Rosenberg, TX 77471

**\*\*NOTE:**

All correspondence must include the term  
"Purchasing Department" in address to assist in  
proper delivery

**SUBMIT NO LATER THAN:**

~~Thursday, August 13, 2009~~  
**1:30 PM (Central)**

**MARK ENVELOPE:**

**BID 10-019  
Oil and Lubricants**

**ALL BIDS MUST BE RECEIVED IN COUNTY PURCHASING OFFICE  
BEFORE RECEIVING DATE AND TIME SPECIFIED.  
BIDS RECEIVED WILL THEN BE OPENED AND PUBLICLY READ.  
BIDS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED  
UNOPENED.**

Results will not be given by phone.  
Results will be provided to bidders in writing  
after Commissioners Court award.

Fort Bend County is always conscious  
and extremely appreciative of your effort  
in the preparation of this bid. Requests for  
information must be in writing and directed  
to:  
Debbie Kaminski, CPPB  
Assistant County Purchasing Agent  
[kaminskd@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or  
Fax:281-341-8645

**Fort Bend County Specification Download Acknowledgment**



**Invitation for Bid  
Term Contract for Purchase of Oil and Lubricants  
BID 10-019**

**VENDORS MUST IMMEDIATELY RETURN THIS FORM BY FAX TO 281-341-8645**

**Vendor Responsibilities:**

- Vendors are responsible to download and complete any addendums.  
(Addendums will be posted on the Fort Bend County Website no later than 48 hours prior to Bid Opening)
- Vendors will submit responses in accordance with requirements stated on cover of document.
- Vendors may not submit responses via email or fax.

B-W Industrial Supply Corp.  
Legal Name of Contracting Company

Richard Webb  
Contact Person

P.O. Box 91170, Houston, TX 77291  
Complete Mailing Address

281-445-2000 Telephone Number      281-445-2141 Facsimile Number

bwindustrial@sbcglobal.net  
Email Address

R. Webb Signature      08/13/09 Date

**Vendor Information**

B-W Industrial Supply Corp.  
Legal Name of Contracting Company



\_\_\_\_\_  
Federal ID Number (Company or Corporation) or Social Security Number (Individual)

281-445-2000  
Telephone Number

281-445-2141  
Facsimile Number

P.O. Box 91170  
Complete Mailing Address (for Correspondence)

Houston, TX 77291  
City, State and Zip Code

\_\_\_\_\_  
Complete Remittance Address (if different from above)

\_\_\_\_\_  
City, State and Zip Code

Richard Webb President  
Authorized Representative and Title (printed)

bwindustrial@sbcglobal.net  
Authorized Representative's Email Address

  
Signature of Authorized Representative

Initials of Bidder: RW

**1.0 GENERAL REQUIREMENTS:**

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Form Completion: Fill out, sign, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder must sign the Contract Sheet. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is not acceptable and may result in the disqualification of bid. If an error is made, vendor must draw a line through error and initial each change.
- 1.5 Bid Returns: Bidders must return all completed bids to the Fort Bend County Purchasing Department at 4520 Reading Road, Suite A, Rosenberg, Texas no later than 1:30 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Rosenberg Annex, 4520 Reading Road, Suite A, Rosenberg, Texas 77471.
- 1.6 Governing Forms: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.
- 1.7 Addendums: When specifications are revised, the Fort Bend County Purchasing Department will issue an addendum addressing the nature of the change. Bidders must sign and include it in the returned bid package.

Initials of Bidder: RW

- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 **Waiver of Subrogation:** Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 **Severability:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 **Bonds:** If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.
- 1.12 **Taxes:** Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.
- 1.13 **Fiscal Funding:** A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.

Initials of Bidder: RW

- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

Initials of Bidder: RW

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

Initials of Bidder: RW

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder: RW

- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities, within Fort Bend County, may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.

Initials of Bidder: RW

- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Commissioners Court. Price increase will be the amount increased to the vendor from his supplier. Written documentation of the increase must be provided to the Purchasing Agent. No application for a price increase may be submitted within the first four (4) months of this contract. Increases of more than 25% of the original bid price will not be considered.

**2.0 TERMS AND CONDITIONS:**

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

Initials of Bidder: RW

2.7 Invoices and Payments:

2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.

2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.

2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.

2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's quote or bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: RW

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.

Initials of Bidder: RW

- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors. In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

Initials of Bidder: RW

- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

### 3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide oils and lubricants to Fort Bend County, which meet or exceed the specifications contained herein.

Initials of Bidder: RW

**4.0 PERIOD OF CONTRACT:**

This contract is for the period **1 October 2009 through 30 September 2010**, renewable annually for four (4) years (through 30 September 2014) under the same terms and conditions if mutually agreeable by both parties. This contract may be terminated by either party for any reason by giving thirty (30) days written notice of the intent to terminate.

**5.0 BID FORM COMPLETION:**

**Fill out, initial each page, SIGN CONTRACT SHEET, and return to the Fort Bend County Purchasing Department ONE (1) complete bid form. An authorized representative of the bidder MUST sign the contract sheet.** The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of liquid paper is **NOT** acceptable and may result in the disqualification of bid. If an error is made, vendor **MUST** draw a line through error and initial each change.

**6.0 QUALITY CONTROL:**

Fort Bend County reserves the right to catch samples and test products at time of delivery for specification compliance. Costs for tests shall be borne by the Contractor in the event product fails to meet specs. Samples may be taken from delivery truck at time of delivery in the presence of the driver or vendors representative. **Repackaged product will not be accepted.**

**7.0 DELIVERY:**

- 7.1 Vendor must complete delivery within two (2) working days after receipt of purchase order.
- 7.2 Vendor must have the ability to make two-hour deliveries in the event of an emergency.
- 7.3 The successful bidder shall not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.
- 7.4 Successful bidder shall not deliver products or services in excess of those authorized and under no circumstances will Fort Bend County be liable for payment of products or services, which exceed the amounts authorized by the Purchase Order.
- 7.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday thru Friday.
- 7.6 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 7.7 **No minimum orders**, dollar amount or quantity.

Initials of Bidder: RW

- 7.8 Vendor must pick up and dispose of empty oil pails and drums. No drum deposits.
- 7.9 Manufacturers Safety Data Sheets (MSDS) must be provided for each product ordered at time of delivery.
- 7.10 Price to include any and all state, federal charges, etc.

**8.0 VENDOR SELECTION:**

This contract will be awarded to the lowest and best bid per item, with the exception of section 3 which will be awarded to the lowest and best bid per subsection.

**9.0 POINT OF CONTACT:**

Point of contact will be Debbie Kaminski, CPPB, Assistant County Purchasing Agent at (281) 341-8643 or kaminskid@co.fort-bend.tx.us.

**10.0 PRODUCT REQUIREMENTS:**

**Section 1: Chevron Products.**

**SAE 5W-20 SM,GF-4 Energy Conserving Supreme Motor Oil**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
1 gallon containers	\$ <u>N/A</u> /gl
55 gallon drums	\$ <u>7.27</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.62</u> /gl

**SAE 5W-30 SM,GF-4 Energy Conserving Supreme Motor Oil**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
1 gallon containers	\$ <u>N/A</u> /gl
55 gallon drums	\$ <u>7.27</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.62</u> /gl

Initials of Bidder: RW

**SAE 10W-30 SM,GF-4 Energy Conserving II**

	<b><u>Bid Price</u></b>
Quart containers	\$ <u>N/A</u> /qt
1 gallon containers	\$ <u>N/A</u> /gl
55 gallon drums	\$ <u>7.27</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.62</u> /gl

**SAE 10W-40 SM,GF-4 Supreme**

	<b><u>Bid Price</u></b>
Quart containers	\$ <u>N/A</u> /qt
1 gallon containers	\$ <u>N/A</u> /gl
55 gallon drums	\$ <u>7.27</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.62</u> /gl

**SAE 15W-40 CJ-4 Delo 400**

	<b><u>Bid Price</u></b>
Quart containers	\$ <u>N/A</u> /qt
1 gallon containers	\$ <u>N/A</u> /gl
5 gallon pail	\$ <u>10.22</u> /gl
55 gallon drums	\$ <u>9.25</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>8.47</u> /gl

**SAE 15W-40 CI-4+ Delo 400**

	<b><u>Bid Price</u></b>
Quart containers	\$ <u>N/A</u> /qt
1 gallon containers	\$ _____ /gl
5 gallon pail	\$ _____ /gl
55 gallon drums	\$ _____ /gl
Bulk delivery, 250 gallons or more	\$ _____ /gl

Initials of Bidder: RW

**SAE 10W Delo 400**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
5 gallon pails	\$ <u>8.46</u> /gl
55 gallon drums	\$ <u>7.49</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.84</u> /gl

**SAE 30 Delo 400**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
5 gallon pails	\$ <u>8.46</u> /gl
55 gallon drums	\$ <u>7.49</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.84</u> /gl

**SAE 40 Delo 400**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
5 gallon pails	\$ <u>8.46</u> /gl
55 gallon drums	\$ <u>7.49</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.84</u> /gl

**SAE 50 Delo 400**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
5 gallon pails	\$ <u>N/A</u> /gl
55 gallon drums	\$ <u>7.49</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>N/A</u> /gl

Initials of Bidder: RW

**SAE 50 Heavy Duty Drive Train**  
**(Meets Cat's requiring TO-4 fluids)**

**Bid Price**

5 gallon pails	\$ <u>8.46</u> /gl
55 gallon drums	\$ <u>7.49</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.84</u> /gl

**SAE 50 Heavy Duty Drive Train(Eaton Roadranger PS-164 Rev 7)**

**Bid Price**

5 gallon pails	\$ <u>N/A</u> /gl
55 gallon drums	\$ _____ /gl
Bulk delivery, 250 gallons or more	\$ _____ /gl

**Dexron IIIE Automatic transmission fluid**

**Bid Price**

Quart containers	\$ _____ /qt
5 gallon pails	\$ <u>7.88</u> /gl
55 gallon drums	\$ <u>6.95</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>6.36</u> /gl

**Mercon V Automatic transmission fluid**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
5 gallon pails	\$ <u>N/A</u> /gl
55 gallon drums	\$ <u>10.31</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>N/A</u> /gl

Initials of Bidder: RW

**Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)**

5 gallon pails

**Bid Price**

\$ 7.90 /gl RW

55 gallon drums

\$ 7.05 /gl RW

Bulk delivery, 250 gallons or more

\$ 6.40 /gl RH

**Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)**

**Bid Price**

5 gallon pails

\$ 7.90 /gl RW

55 gallon drums

\$ 7.05 /gl RW

Bulk delivery, 250 gallons or more

\$ 6.40 /gl RW

**TDH Hydraulic/Tractor Fluid Case MS-1207, John Deere J20C)**

**Bid Price**

5 gallon pails

\$ N/A /gl

55 gallon drums

\$ \_\_\_\_\_ /gl

Bulk delivery, 250 gallons or more

\$ \_\_\_\_\_ /gl

**Grease Ultra-Duty EP2**

**Bid Price**

Per tube, in case lots

\$ N/A /tube

35# pail

\$ 70.50 /pail

120# keg

\$ 239.80 /keg

**Gear Oil 85-140 GL-5**

**Bid Price**

5# pail

\$ N/A /pail

35# pail

\$ 52.50 /pail

**Hi Temp Multi-Purpose EP Lithium Grease NLGI GC-LB**

**Bid Price**

Per tube, in case lots

\$ N/A /tube

Initials of Bidder: RW

**Section 2**

**SAE 5W-20 SM, GF-4 76 Super Synthetic Blend Motor Oil**

Quart containers

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ N/A /qt

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

**SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil**

Quart containers

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ N/A /qt

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

**SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil**

Quart containers

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ N/A /qt

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

**SAE 10W-40 SM76 Super Motor Oil**

Quart containers

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ N/A /qt

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

**SAE 15W-40 CI-4+ 76 TX5 15-40**

Quart containers

1 gallon containers

5 gallon pail

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ N/A /qt

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

Initials of Bidder: RW

**SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
1 gallon containers (CS = 4 1/1 gal)	\$ <u>10.55</u> /gl
5 gallon pail	\$ <u>9.07</u> /gl
55 gallon drums	\$ <u>8.27</u> /gl
Bulk delivery, 250 gallons or more	\$ <u>7.50</u> /gl

**SAE 10W 76 T5X 10**

**Bid Price**

5 gallon pails	\$ <u>N/A</u> /gl
55 gallon drums	\$ <u>      </u> /gl
Bulk delivery, 250 gallons or more	\$ <u>      </u> /gl

**SAE 30 76 T5X 30**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
5 gallon pails	\$ <u>      </u> /gl
55 gallon drums	\$ <u>      </u> /gl
Bulk delivery, 250 gallons or more	\$ <u>      </u> /gl

**SAE 40 76 T5X 40**

**Bid Price**

Quart containers	\$ <u>N/A</u> /qt
5 gallon pails	\$ <u>      </u> /gl
55 gallon drums	\$ <u>      </u> /gl
Bulk delivery, 250 gallons or more	\$ <u>      </u> /gl

Initials of Bidder: RW

**SAE 50 T5X 50**

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ N/A /gl

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

**SAE 50 HD Drive Train 76 HT-4 50**  
**(Meets Cat's TO-4 Specification)**

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ N/A /gl

\$ \_\_\_\_\_ /gl

\$ \_\_\_\_\_ /gl

**Synthetic Transoil 50 GL-1/MP-1 (Eaton Roadranger PS-164 Rev 7)**

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ 27.10 /gl

\$ 27.20 /gl

\$ N/A. /gl

**Super ATF(Dexron III/Mercon type) Automatic transmission fluid**

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

**Bid Price**

\$ 2.41 /qt

\$ 9.09 /gl

\$ 8.28 /gl

\$ 7.40 /gl

Initials of Bidder: RW

**Mercon V Automatic transmission fluid**

**Bid Price**

Quart containers \$ N/A /qt  
5 gallon pails \$ N/A /gl  
55 gallon drums \$ 13.85 /gl  
Bulk delivery, 250 gallons or more \$ N/A. /gl

**Hydraulic Oil ISO-46 Denison HF-2, Vickers I-286 S)**

**Bid Price**

5 gallon pails \$ 7.02 /gl  
55 gallon drums \$ 6.98 /gl  
Bulk delivery, 250 gallons or more \$ 6.20 /gl

**Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)**

**Bid Price**

5 gallon pails \$ 7.02 /gl  
55 gallon drums \$ 6.98 /gl  
Bulk delivery, 250 gallons or more \$ 6.20 /gl

**TDH Oil, Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)** **Bid Price**

*Power train*  
5 gallon pails \$ 8.18 /gl  
55 gallon drums \$ 7.38 /gl  
Bulk delivery, 250 gallons or more \$ 6.64 /gl

Initials of Bidder: RW

**Grease NLGI GC-LB calcium sulfonate**

**Bid Price**

Per tube, in case lots 10/14 02

\$ 2.38 /tube

35# pail

\$ 89.85 /pail

120# drum

\$ 291.46 /drum

**Gear Oil 85-140 GL-5/MP-1 76 MP Gear Lube**

**Bid Price**

5# pail

\$ N/A /pail

35# pail

\$ 46.37 /pail

120# drum

\$ 161.28 /pail

Initials of Bidder: RW

**Section 3: Other:**

**Subsection 3.1**

List brand 1<sup>st</sup> Priority Brand

<u>SAE 5W-20 SM/GF-4 Motor Oil</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ <u>N/A</u> /qt	960	\$ <u>N/A</u>
5 gallon pails	\$ <u>6.16</u> /gl	1	\$ <u>30.80</u>
55 gallon drums	\$ <u>5.78</u> /gl	1	\$ <u>317.90</u>
Bulk delivery, 250 gallons or more	\$ <u>4.76</u> /gl	1	\$ <u>1,190.00</u>
		<b>Total</b>	\$ <u>1,538.70</u>

**Subsection 3.2**

List brand 1<sup>st</sup> Priority Brand

<u>SAE 5W-30 SM/GF-4 Motor Oil</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ <u>N/A</u> /qt	960	\$ <u>N/A</u>
5 gallon pails	\$ <u>6.16</u> /gl	1	\$ <u>6.16</u>
55 gallon drums	\$ <u>5.78</u> /gl	1	\$ <u>5.78</u>
Bulk delivery, 250 gallons or more	\$ <u>4.76</u> /gl	1	\$ <u>4.76</u>
		<b>Total</b>	\$ <u>16.70</u>

Initials of Bidder: RW

**Subsection 3.3**

List brand 1<sup>st</sup> Priority Brand

<u>SAE 10W-30 SM/GF-4</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ <u>N/A</u> /qt	720	\$ <u>N/A.</u>
5 gallon pails	\$ <u>5.61</u> /gl	1	\$ <u>5.61</u>
55 gallon drums	\$ <u>5.34</u> /gl	1	\$ <u>5.34</u>
Bulk delivery, 250 gallons or more	\$ <u>4.35</u> /gl	1	\$ <u>4.35</u>
		<b>Total</b>	\$ <u>15.30</u>

**Subsection 3.4**

List brand \_\_\_\_\_

<u>SAE 10W-40 SM</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ <u>N/A</u> /qt	1	\$ <u>N/A</u>
5 gallon pails	\$ <u>5.72</u> /gl	1	\$ <u>5.72</u>
55 gallon drums	\$ <u>5.45</u> /gl	1	\$ <u>5.45</u>
Bulk delivery, 250 gallons or more	\$ <u>4.50</u> /gl	1	\$ <u>4.50</u>
		<b>Total</b>	\$ <u>15.67</u>

Initials of Bidder: RW

**Subsection 3.5**

List brand 1<sup>st</sup> Priority Brand

<u>SAE 15W-40 SM/CJ-4</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ <u>N/A</u> /qt	1200	\$ <u>N/A</u>
5 gallon pails	\$ <u>6.88</u> /gl	500	\$ <u>3,440.00</u>
55 gallon drums	\$ <u>6.49</u> /gl	1100	\$ <u>7,139.00</u>
Bulk delivery, 250 gallons or more	\$ <u>5.40</u> /gl	2500	\$ <u>13,500.00</u>
		<b>Total</b>	\$ <u>24,079.00</u>

**Subsection 3.6**

List brand \_\_\_\_\_

<u>SAE 15W-40 CI-4+</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ <u>N/A</u> /qt	1200	\$ <u>N/A</u>
5 gallon pails	\$ <u>6.83</u> /gl	500	\$ <u>3,415.00</u>
55 gallon drums	\$ <u>5.45</u> /gl	1100	\$ <u>5,995.00</u>
Bulk delivery, 250 gallons or more	\$ <u>5.17</u> /gl	2500	\$ <u>12,925.00</u>
		<b>Total</b>	\$ <u>22,335.00</u>

**Subsection 3.7**

List brand \_\_\_\_\_

<u>SAE 10W</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ _____ /gl	200	\$ <u>N/A</u>
55 gallon drums	\$ _____ /gl	1100	\$ _____
Bulk delivery, 250 gallons or more	\$ _____ /gl	1	\$ _____
		<b>Total</b>	\$ _____

Initials of Bidder: RW

**Subsection 3.8**

List brand 1<sup>st</sup> Priority Brand

<u>SAE 30</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	48	\$ <u>N/A</u>
5 gallon pails	\$ _____/gl	200	\$ _____
55 gallon drums	\$ _____/gl	220	\$ _____
Bulk delivery, 250 gallons or more	\$ _____/gl	1	\$ _____
		<b>Total</b>	\$ _____

**Subsection 3.9**

List brand \_\_\_\_\_

<u>SAE 40</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	1	\$ <u>N/A</u>
5 gallon pails	\$ _____/gl	100	\$ _____
55 gallon drums	\$ _____/gl	110	\$ _____
Bulk delivery, 250 gallons or more	\$ _____/gl	1	\$ _____
		<b>Total</b>	\$ _____

Initials of Bidder: RW

**Subsection 3.10**

List brand \_\_\_\_\_

<u>SAE 50</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	1	\$ <u>N/A</u>
5 gallon pails	\$ _____/gl	100	\$ _____
55 gallon drums	\$ _____/gl	110	\$ _____
Bulk delivery, 250 gallons or more	\$ _____/gl	1	\$ _____
		<b>Total</b>	\$ _____

**Subsection 3.11**

List brand \_\_\_\_\_

<u>SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specification)</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ _____/gl	250	\$ <u>N/A</u>
55 gallon drums	\$ _____/gl	220	\$ _____
Bulk delivery, 250 gallons or more	\$ _____/gl	1	\$ _____
		<b>Total</b>	\$ _____

**Subsection 3.12**

List brand \_\_\_\_\_

<u>SAE 50 Heavy Duty Drive Train (Meets Eaton Roadranger PS-164 Rev 7)</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ _____/gl	250	\$ <u>N/A</u>
55 gallon drums	\$ _____/gl	220	\$ _____
Bulk delivery, 250 gallons or more	\$ _____/gl	1	\$ _____
		<b>Total</b>	\$ _____

Initials of Bidder: RW

**Subsection 3.13**

List brand 1<sup>st</sup> Priority Brand

<u>Dexron IIIE ATF</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ <u>N/A</u> /qt	120	\$ <u>N/A.</u>
5 gallon pails	\$ <u>5.85</u> /gl	50	\$ <u>292.50</u>
55 gallon drums	\$ <u>5.40</u> /gl	1	\$ <u>296.45</u>
		<b>Total</b>	\$ <u>588.95</u>

**Subsection 3.14**

List brand \_\_\_\_\_

<u>Mercon V ATF</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____ /qt	120	\$ <u>N/A</u>
5 gallon pails	\$ _____ /gl	50	\$ _____
55 gallon drums	\$ _____ /gl	1	\$ _____
		<b>Total</b>	\$ _____

**Subsection 3.15**

List brand \_\_\_\_\_

<u>ATF + 4</u>	<u>Bid Price</u>
Quart containers	\$ <u>N/A</u> /quart

Initials of Bidder: RW

**Subsection 3.16**

List brand 1<sup>st</sup> Priority Brand

<u>Gear Oil 85-140 GL-5</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5# Pail	\$ <u>N/A</u> /pail	5	\$ <u>N/A</u>
35# Pail	\$ <u>41.25</u> /pail	10	\$ <u>412.50</u>
		<b>Total</b>	\$ <u>412.50</u>

**Subsection 3.17**

List brand \_\_\_\_\_

<u>Gear Oil Syn 75w-140</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
35# Pail	\$ <u>N/A</u> /pail	10	\$ <u>N/A</u>

**Subsection 3.18**

List brand 1<sup>st</sup> Priority Brand

<u>Hydraulic Oil-ISO 46 (Denison HF-2, Vickers I-286-S)</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ <u>6.45</u> /gl	500	\$ <u>3,225.00</u>
55 gallon drums	\$ <u>4.95</u> /gl	1100	\$ <u>5,445.00</u>
Bulk delivery, 250 gallons or more	\$ <u>4.50</u> /gl	1	\$ <u>1,125.00</u>
		<b>Total</b>	\$ <u>9,795.00</u>

Initials of Bidder: RW

**Subsection 3.19**

List brand 1<sup>st</sup> Priority Brand

<u>Hydraulic Oil AW68 (Denison HF-2, Vickers I-286-S)</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ <u>6.55</u> /gl	500	\$ <u>3,275.00</u>
55 gallon drums	\$ <u>5.05</u> /gl	1100	\$ <u>5,550.00</u>
Bulk delivery, 250 gallons or more	\$ <u>4.60</u> /gl	1	\$ <u>1,150.00</u>

**Subsection 3.20**

List brand 1<sup>st</sup> Priority Brand

<u>Universal Tractor Hydraulic Oil (Must meet Allison C-3/C-4 specifications, and all tractor hydraulic systems and transmissions)</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ <u>5.95</u> /gl	500	\$ <u>2,975.00</u>
55 gallon drums	\$ <u>5.66</u> /gl	1100	\$ <u>6,226.00</u>
Bulk delivery, 250 gallons or more	\$ <u>4.76</u> /gl	1000	\$ <u>4,760.00</u>
<b>Total</b>			\$ <u>13,961.00</u>

**Subsection 3.21**

List brand Zerex G-05 Antifreeze (Green)

<u>Antifreeze</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
1 gallon containers	\$ <u>8.49</u> /gl	100	\$ <u>849.00</u>
55 gallon drums	\$ <u>9.47</u> /gl	220	\$ <u>2,083.40</u>
<b>Total</b>			\$ <u>2,932.40</u>

Initials of Bidder: RW

**Subsection 3.22**

List brand Zerex Dexcool

<u>Dex-Cool Antifreeze</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
1 gallon containers	\$ <u>8.97</u> /gl	100	\$ <u>897.00</u>
55 gallon drums	\$ <u>8.33</u> /gl	110	\$ <u>916.30</u>
		<b>Total</b>	\$ <u>1,813.30</u>

**Subsection 3.23**

List brand \_\_\_\_\_

<u>Multi-vehicle Antifreeze</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
1 gallon containers	\$ _____ /gl	100	\$ <u>N/A</u>
55 gallon drums	\$ _____ /gl	110	\$ _____
		<b>Total</b>	\$ _____

**Subsection 3.24**

List brand \_\_\_\_\_

<u>Grease Ultra-Duty EP2</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Per tube, in case lots	\$ _____ /tb	1000	\$ <u>N/A</u>
35# pail	\$ _____ /pail	50	\$ _____
120# drum	\$ _____ drum	1	\$ _____
		<b>Total</b>	\$ _____

Initials of Bidder: RW

**Subsection 3.24**

**List brand** \_\_\_\_\_

**Grease NLGI GC-LB calcium sulfonate**

**Bid Price**

Per tube, in case lots

\$ N/A /tube

35# pail

\$ \_\_\_\_\_ /pail

120# drum

\$ \_\_\_\_\_ /drum

Initials of Bidder: RW

CONTRACT SHEET

THE STATE OF TEXAS  
COUNTY OF FORT BEND

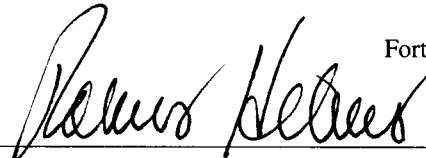
This memorandum of agreement made and entered into on the 8th day of September 2009, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and BW Industrial Supply Corp.  
(company name)  
(hereinafter designated contractor).

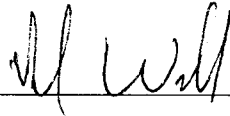
WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Oil and Lubricants** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items set out and described; the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 8th day of September 2009.

By:  Fort Bend County, Texas  
County Judge

By:   
Signature of Contractor

By: Richard webb / President  
Printed Name and Title

# LUBEMARK



## **1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W40, SAE 20W-50**

### **PRODUCT DESCRIPTION**

**1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40 and SAE 20W-50 (SM)** engine oils are formulated to help improve fuel economy and provide excellent all weather engine protection.

### **APPLICATIONS**

**1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40 and SAE 20W-50 (SM)** engine oils meet or exceed all automobile and light duty truck warranty requirements for gasoline and turbocharged engines where an API SM SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40 or SAE 20W-50 engine oil is recommended. **1<sup>ST</sup> PRIORITY™** engine oils SAE 5W-20, SAE 5W-30 and SAE 10W-30 meet or exceed all requirements for ILSAC GF-4. **1<sup>ST</sup> PRIORITY™** engine oils contain select viscosity index improvers to provide easier cold weather starting and better high temperature protection demanded by modern high out-put engines. Follow manufacturer's recommendations for viscosity grade and API service category.

### **FEATURES AND BENEFITS**

**1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40, SAE 20W-50 (SM)** provide the following qualities:

- Meet or exceed all automobile and light duty truck warranty requirements for gasoline and turbocharged engines where an API SM (and prior categories) SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40 or SAE 20W-50 engine oil is recommended
- **1<sup>ST</sup> PRIORITY™** engine oils SAE 5W-20, SAE 5W-30, and SAE 10W-30 are energy conserving and meet ILSAC GF-4 specifications
- **1<sup>ST</sup> PRIORITY™** engine oils are formulated to help improve fuel economy and provide excellent all weather engine protection.
- **1<sup>ST</sup> PRIORITY™** engine oils contain select viscosity index improvers to provide easier cold weather starting and better high temperature protection demanded by modern high out-put engines

**1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40, SAE 20W-50**

**TYPICAL PHYSICAL AND CHEMICAL PROPERTIES**

<b>SAE Viscosity Grade</b>	<b>5W-20</b>	<b>5W-30</b>	<b>10W-30</b>	<b>10W-40</b>	<b>20W-50</b>
<b>Test</b>					
API Gravity @ 60 °F	32.84	32.60	31.37	31.30	29.40
Viscosity @ 40 °C	46.28	66.16	69.04	96.95	158.32
Viscosity @ 100 °C	8.16	10.75	10.5	14.0	17.63
Viscosity Index	151	153	138	147	122
Flash Point, °F	420	420	430	430	460
Pour Point, °C	-33	-30	-30	-33	-30
CCS Viscosity,					
cP, Max, 6600@	-30°C	-30°C			
cP, Max, 7000@			-25°C	-25°C	
cP, Max, 9500@					-15°C
MRV	-35°C	-35°C	-30°C	-30°C	-20°C
Viscosity, cP Max	40,000	40,000	50,000	60,000	60,000

**Product Codes**

**Bulk**

7777-24-SM5W20      7777-24-SM5W30      7777-24-SM10W30      7777-24-SM10W40      7777-SM20W50

REVISED 4-28-09

# LUBEMARK

## **1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W40, SAE 20W-50**

### **PRODUCT DESCRIPTION**

**1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40 and SAE 20W-50 (SM)** engine oils are formulated to help improve fuel economy and provide excellent all weather engine protection.

### **APPLICATIONS**

**1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40 and SAE 20W-50 (SM)** engine oils meet or exceed all automobile and light duty truck warranty requirements for gasoline and turbocharged engines where an API SM SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40 or SAE 20W-50 engine oil is recommended. **1<sup>ST</sup> PRIORITY™** engine oils SAE 5W-20, SAE 5W-30 and SAE 10W-30 meet or exceed all requirements for ILSAC GF-4. **1<sup>ST</sup> PRIORITY™** engine oils contain select viscosity index improvers to provide easier cold weather starting and better high temperature protection demanded by modern high out-put engines. Follow manufacturer's recommendations for viscosity grade and API service category.

### **FEATURES AND BENEFITS**

**1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40, SAE 20W-50 (SM)** provide the following qualities:

- Meet or exceed all automobile and light duty truck warranty requirements for gasoline and turbocharged engines where an API SM (and prior categories) SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40 or SAE 20W-50 engine oil is recommended
- **1<sup>ST</sup> PRIORITY™** engine oils SAE 5W-20, SAE 5W-30, and SAE 10W-30 are energy conserving and meet ILSAC GF-4 specifications
- **1<sup>ST</sup> PRIORITY™** engine oils are formulated to help improve fuel economy and provide excellent all weather engine protection.
- **1<sup>ST</sup> PRIORITY™** engine oils contain select viscosity index improvers to provide easier cold weather starting and better high temperature protection demanded by modern high out-put engines

**1<sup>ST</sup> PRIORITY™ SAE 5W-20, SAE 5W-30, SAE 10W-30, SAE 10W-40, SAE 20W-50**

**TYPICAL PHYSICAL AND CHEMICAL PROPERTIES**

<b>SAE Viscosity Grade</b>	<b>5W-20</b>	<b>5W-30</b>	<b>10W-30</b>	<b>10W-40</b>	<b>20W-50</b>
<b>Test</b>					
API Gravity @ 60 °F	32.84	32.60	31.37	31.30	29.40
Viscosity @ 40 °C	46.28	66.16	69.04	96.95	158.32
Viscosity @ 100 °C	8.16	10.75	10.5	14.0	17.63
Viscosity Index	151	153	138	147	122
Flash Point, °F	420	420	430	430	460
Pour Point, °C	-33	-30	-30	-33	-30
CCS Viscosity,					
cP, Max, 6600@	-30°C	-30°C			
cP, Max, 7000@			-25°C	-25°C	
cP, Max, 9500@					-15°C
MRV	-35°C	-35°C	-30°C	-30°C	-20°C
Viscosity, cP Max	40,000	40,000	50,000	60,000	60,000

**Product Codes**  
**Bulk**

7777-24-SM5W20      7777-24-SM5W30      7777-24-SM10W30      7777-24-SM10W40      7777-SM20W50

REVISED 4-28-09

# LUBEMARK



## **1<sup>ST</sup> PRIORITY™ SAE 15W-40 CJ-4**

### **PRODUCT DESCRIPTION**

**1<sup>ST</sup> PRIORITY™ SAE 15W-40 CJ-4** is a premium quality, heavy-duty multi-grade oil for all season use in diesel and gasoline engines. Formulated with a premium additive package it is recommended especially for all on-highway service applications, and is also recommended for off-highway applications, especially where all-season use is desired.

### **APPLICATIONS**

#### **1<sup>ST</sup> PRIORITY™ SAE 15W-40 CJ-4**

- Recommended for North American trucks with turbo and non-turbo charged engines; for new EGR and low emission engines as well as older models
- Suited for use in heavy construction and mining equipment from leading makers such as Caterpillar and Komatsu
- Recommended for diesel powered equipment including those powered by DDC 93K218, Caterpillar ECF-3, Cummins CES 20081, John Deere, Detroit Diesel Power Guard 93K218, Mack EO-N Premium Plus 03, Mercedes-Benz, International, and MB 228.31 Formulation Approval engines in all types of service

### **FEATURES AND BENEFITS**

**1<sup>ST</sup> PRIORITY™ SAE 15W-40 CJ-4** provides the following qualities:

- Extended drain capabilities demonstrated by meeting the requirements of API CJ-4, CI-4, CH-4, Mack EO-N Premium Plus 03, EO-M Plus, Cummins CES 20078/20077/20076, Volvo and backwards compatible with API CI-4 +
- Outstanding wear protection and bearing corrosion control helps maximize engine life
- Product is warranted against defect and meets US and European equipment manufacturer's engine oil warranty requirements minimizing operator's risk
- Reduced fuel consumption compared to single grade oils can help lower operating costs
- Improved deposit and oil consumption control, and better oxidation stability for the operator; this could mean lower oil cost and extended overhaul life expectancy and increased flexibility

**1<sup>ST</sup> PRIORITY™ SAE 15W-40 CJ-4**

**TYPICAL PHYSICAL AND CHEMICAL PROPERTIES**

**SAE Viscosity Grade**

**15W-40 CJ-4**

**Test**

API Gravity @ 60 °F	29.4
Viscosity @ 40 °C, cSt	130
Viscosity @ 100 °C, cSt	15.5
Viscosity Index	124
Flash Point, °F	425
Pour Point, °C	-33
TBN	4.6

**Product Code**

**Bulk**

**7777-24-CJ415W40**

*REVISED 6/2/09*

# LUBEMARK



## **1<sup>ST</sup> PRIORITY™ SAE 15W-40 CI-4 PLUS**

### **PRODUCT DESCRIPTION**

**1<sup>ST</sup> PRIORITY™ SAE 15W-40 CI-4 Plus** is a premium quality, heavy-duty multi-grade oil for all season use in diesel and gasoline engines. It is recommended especially for all on-highway service applications, and is also recommended for off-highway applications, especially where all-season use is desired.

### **APPLICATIONS**

#### **1<sup>ST</sup> PRIORITY™ SAE 15W-40 CI-4 Plus**

- Recommended for North American trucks with turbo and non-turbo charged engines; for new EGR and low emission engines as well as older models
- Suited for use in heavy construction and mining equipment from leading makers such as Caterpillar and Komatsu
- Recommended for diesel powered equipment including those powered by Caterpillar, Cummins, John Deere, Detroit Diesel, Mack, Mercedes-Benz, International, and Volvo engines in all types of service

### **FEATURES AND BENEFITS**

**1<sup>ST</sup> PRIORITY™ SAE 15W-40 CI-4 Plus** provides the following qualities:

- Extended drain capabilities demonstrated by meeting the requirements of API CI-4 PLUS, CI-4, CH-4, Mack EO-N Premium Plus 03, EO-M Plus, Cummins CES 20078/20077/20076, Volvo
- Outstanding wear protection and bearing corrosion control helps maximize engine life
- Product is warranted against defect and meets all US and European equipment manufacturer's engine oil warranty requirements, minimizing operator's risk
- Reduced fuel consumption compared to single grade oils can help lower operating costs
- Improved deposit and oil consumption control, and better oxidation stability for the operator; this could mean lower oil cost and extended overhaul life expectancy and increased flexibility.

# 1ST PRIORITY™ SAE 15W-40 CI-4 PLUS

## TYPICAL PHYSICAL AND CHEMICAL PROPERTIES

**SAE Viscosity Grade**

**15W-40 CI-4 Plus**

**Test**

API Gravity @ 60 °F	27.9
Viscosity @ 40 °C, cSt	118
Viscosity @ 100 °C, cSt	15.7
Viscosity Index	141
Flash Point, °F	415
Pour Point, °C	-33
TBN	11.5

**Product Code**

**Bulk**

**7777-24-CI4P15W40**

*REVISED 5-22-09*

# LUBEMARK

## Material Safety Data Sheet

For Compliance with OSHA 29 CFR 1910.1200 and ANSI Z400.1-1998

1. Product and Company Identification	
Product Name 1st Priority Passenger Car Motor Oil - All Grades	MSDS Code Number 7777-001
Trade Name & Synonyms	Date of Last Revision 2/1/2009
Chemical Name Petroleum Hydrocarbon	Manufacturer LubeMark
C.A.S. Number Mixture	Address P.O. Box 5360, Houston, TX 77325-5360
Grades or Minor Variant Identities 5W-20 SM, 5W-30 SM, 10W-30 SM, 10W-40 SM, 20W-50 SM, SAE 30, SAE 40	Information Telephone Number 281-426-8800
	Foreign Emergency Telephone Number +1 888-375-5336 - Safety-Kleen
Product Use (for Canada) Motor Oils	Emergency Telephone Number 888-375-5336 - Safety-Kleen

2. Composition/Information on Ingredients		
Ingredients	C.A.S. Number	%
Base Oil - Highly Refined Hydrotreated Heavy Paraffinic distillate	64742-54-7	75 - 95
Additive Package	mixture	5 - 25
OSHA Regulatory Status This product is <b>NOT HAZARDOUS</b> according to OSHA 29 CFR 1910.1200		

3. Hazards Identification				
<b>Emergency Overview</b> CAUTION: Contains Petroleum Lubricant. May cause eye, skin, and / or respiratory tract irritation. Avoid contact with eyes, skin, and clothing. Avoid breathing vapor or mist. Keep container closed. Use with adequate ventilation. Wash thoroughly after handling. Prolonged or repeated contact can defat the skin and lead to irritation, cracking, and / or dermatitis.				
Routes of Exposure	Signs and Symptoms	Severity (Mild, Moderate, Severe)	Potential Health Effects	Target Organ(s)
Eye	stinging, tearing, redness	Mild	May cause mild eye irritation	No Data
Skin	redness, burning of the skin	Mild	May cause mild skin irritation	No Data
Inhalation	burning of the nose, throat, and airways	Mild	May cause mild irritation of the nose, throat and airways	No Data
Ingestion	nausea, vomiting, diarrhea	Mild	May cause upset stomach or intestinal discomfort	No Data

Other			
<b>Medical Conditions Aggravated by Exposure</b>			
None identified			
<b>Carcinogenicity (OSHA, IARC, NTP)</b>			
Product contains no materials currently classified as carcinogenic per the Annual Report of the National Toxicology Program (NTP), OSHA Hazard Communication Standard, or the International Agency for Research on Cancer (IARC, Groups 1,2A, or 2B)			
<b>Potential Environmental Effects</b>			
Harmful to aquatic organisms, may cause long-term adverse effects in the aquatic environment.			

#### 4. First Aid Measures

Routes of Exposure	First Aid Instructions	Immediate Medical Attention	Delayed Effects
Eye	Flush with clear water for at least 15 minutes or until any irritation subsides.	If irritation occurs, get medical assistance.	none identified
Skin	Remove contaminated clothing and wash before reuse. Wash exposed areas with soap and water.	If irritation occurs, get medical assistance.	none identified
Inhalation	Move the person to fresh air if necessary.	Seek immediate medical attention if irritation, nausea,	none identified
Ingestion	Do NOT induce vomiting unless directed by medical personnel.	Seek medical assistance if discomfort occurs.	none identified
Other			

Note to Physicians (Treatment, Testing, and Monitoring)

#### 5. Fire Fighting Measures

<b>Flashpoint</b>	>400°F	<b>Flammable (Explosive) Limits in Air</b>		<b>Autoignition</b>	°F	<b>Other</b>
<b>Method</b>	COC	LEL	ND	UEL	ND	
<b>Flame Propagation or Burning Rate (for solids)</b>		<b>Properties Contributing to Fire Intensity</b>		<b>Flammability Classification</b>		
<b>Extinguishing Media</b>		<b>Extinguishing Media to Avoid</b>		<b>Reactions to Extinguishing Media</b>		
CO2, dry chemical, foam and water fog		water jets				

**Protection and Procedures for Firefighters**

Evacuate area. Firefighters should use standard protective equipment and self-contained breathing apparatus (SCBA). Prevent runoff from fire control or dilution from entering streams, sewers, or drinking water supply.

**Unusual Fire and Explosion Hazards**

Non-explosive in the presence of the following conditions: open flames, sparks and static discharge, heat and shocks, and mechanical impacts. Hazardous combustion products may include smoke, fumes, aldehydes, sulfur oxides, and carbon oxides.

#### 6. Accidental Release Measures

<b>Spill/Leak Clean-up Procedures and Equipment</b> Immediately contact emergency personnel. Wear proper protective equipment. Stop source of leak or spill if at all possible. For small spills, use absorbent (such as clay sand, or other suitable material), scoop up and store in a closed container, dispose of properly. For large spills, dike spilled material and contain to prevent runoff from reaching waterways. Place spilled material in an appropriate closed container to be disposed of properly.
<b>Special Instructions</b>
<b>Reporting Requirements</b> In the event of a spill or accidental release, notify relevant authorities in accordance with all applicable regulations. The National Response Center (NRC) can be reached at (800) 424-8802.

<b>7. Handling and Storage</b>
<b>Handling Practices and Warnings</b> Avoid contact with skin and clothing. Avoid contact with eyes. Use only with adequate ventilation. Avoid breathing vapors or mist. Wash thoroughly after handling.
<b>Storage Practices and Warnings</b> Keep container tightly closed, in a cool, well ventilated area. Empty containers may contain harmful, flammable / combustible or explosive residue or vapors. Do not cut, grind, drill, weld, reuse or dispose of containers unless adequate precautions are taken against these hazards.

<b>8. Exposure Control/Personal Protection</b>		
<b>Ventilation</b> Use in a well ventilated area	<b>Other Engineering Controls</b>	
<b>Routes of Entry:</b>	<b>Personal Protective Equipment (PPE) for Normal Use:</b>	<b>PPE for Emergencies:</b>
Eye/Face	No special eye protection is normally required. Where splashing is possible, wear safety glasses with side shields as a good safety practice.	
Skin	No special protective clothing is normally required. Precautions should be taken to avoid skin contact as a good safety practice.	
Inhalation	No respiratory protection is normally required.	
<b>General Hygiene Considerations and Work Practices</b> Always observe good safety practices and good personal hygiene measures, such as washing after handling the material and before eating, drinking, and / or smoking. Routinely wash work clothing and protective equipment to remove contaminants. Discard contaminated clothing and footwear that cannot be cleaned. Practice good housekeeping.		
<b>Other Protective Measures and Equipment</b> No other special requirements under ordinary conditions of use and with adequate ventilation.		

<b>9. Physical and Chemical Properties</b>			
<b>Appearance</b> Clear, amber		<b>Odor</b> Petroleum odor	
<b>Normal Physical State:</b>	<b>Boiling Point</b>	ND	☒
<input checked="" type="checkbox"/> Liquid	<b>Melting Point</b>	ND	☒
<input type="checkbox"/> Gas	<b>Freezing Point</b>	ND	☒
<input type="checkbox"/> Solid	<input type="checkbox"/> _____ (Other)		

Specific Gravity or Density (H2O = 1) 0.87	Solubility in Water Negligible	pH N/A
Vapor Pressure (mm Hg.) ND	Vapor Density (AIR = 1) ND	Evaporation Rate (Butyl Acetate = 1) ND
Other		

## 10. Stability and Reactivity

Incompatibility (Materials to Avoid) Strong oxidizers			
Hazardous Products Produced During Decomposition Carbon oxides, nitrogen oxides, sulfur oxides, phosphorous oxides, metal oxides			
Hazardous Polymerization?	<table border="0"> <tr> <td>May Occur</td> <td><input type="checkbox"/> Will Not Occur</td> </tr> </table>	May Occur	<input type="checkbox"/> Will Not Occur
May Occur	<input type="checkbox"/> Will Not Occur		
Stability?	<table border="0"> <tr> <td><input checked="" type="checkbox"/> Stable</td> <td><input type="checkbox"/> Unstable</td> </tr> </table>	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Unstable
<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Unstable		
Conditions to Avoid	Excessive heat		
Conditions to Avoid	High energy sources of ignition		

## 11. Toxicological Information

**Toxicity Data, Epidemiology Studies, Carcinogenicity, Neurological Effects, Genetic Effects, Reproductive Effects, or Structure Activity Data**  
This product contains petroleum base oils which may be severely refined. None of the oils requires a cancer warning under the OSHA Hazard Communication Standard (29 CFR 1900.1200). These oils have not been listed in the National Toxicology Program (NTP) Annual Report nor have they been classified by the International Agency for Research on Cancer (IARC) as: carcinogenic to humans (Group 1), probably carcinogenic to humans (Group 2A, or possibly carcinogenic to humans (Group 2B). These oils have not been classified by the American Conference of Governmental Industrial Hygienists (ACGIH) as: confirmed human carcinogen (A1), suspected human carcinogen (A2), or confirmed animal carcinogen with unknown relevance to humans (A3). During use in engines, contamination of oil with low levels of cancer-causing combustion products may occur.

## 12. Ecological Information

**Toxicity, Environmental Fate, Physical/Chemical Data, or Other Data Supporting Environmental Hazard Statements**  
The information provided is based on data available for the components of the material and similar materials.  
This material may cause long-term adverse effects in the aquatic environment.  
The base oil component has a low solubility and floats, and is expected to migrate from water to land.

## 13. Disposal Considerations

**Regulations**  
Dispose of waste material in an approved (hazardous) waste treatment/disposal facility in accordance with applicable local, state, and federal regulations. Do not dispose of waste with normal garbage, or to sewer system.

**Properties (Physical/Chemical) Affecting Disposal**

**NOTE:** State or local requirements may differ from federal regulations. Processing or using this product may make the information here inapp responsible for waste classification, transport, and disposal.

## 14. Transport Information

Not classified as hazardous for transport (DOT, TDG, IMO/IMDG, IATA/ICAO)

## 15. Regulatory Information

<b>Federal Regulations (OSHA, TSCA, CERCLA, FIFRA, EPCRA, CAA, CWA, SDWA, CPSA, DEA, FDA/USDA, etc.)</b>	
TSCA (Toxic Substance Control Act) Status TSCA (United States) The intentional ingredients of this product are listed.	
CERCLA RQ - 40 CFR 302.4 None	
SARA 302 Components - 40 CFR 355 Appendix A None	
Section 311/312 hazard Class - 40 CFR 370.2 Immediate (X) Delayed ( ) Fire ( ) Reactive ( ) Sudden release of Pressure ( )	
SARA 313 Components - 40 CFR 372.65	
<b><u>Component</u></b>	<b><u>Reporting Threshold</u></b>
Zinc dialkyl dithiophosphate	1.0%
<b>State Regulations</b>	
California Proposition 65 None	
New Jersey RTK Label Information Distillates (Petroleum), Hydrotreated Heavy Paraffinic / CAS# 64742-54-7	
Pennsylvania RTK Label Information Distillates (Petroleum), Hydrotreated Heavy Paraffinic / CAS# 64742-54-7	
<b>International Regulations</b>	
All components comply with the following chemical inventory requirements: AICS (Australia), DSL (Canada), EINECS (European Union), IECSC (China), KECI (Korea), PICCS (Philippines), ENCS (Japan)	
Other	

## 16. Other Information

<b>Label Text, Hazard Rating Systems, Key Legend, or Other</b>			
<b>NFPA RATINGS:</b>	Health: 0	Flammability: 1	Reactivity: 0
<b>HMIS RATINGS:</b>	Health: 1	Flammability: 1	Reactivity: 0
(0-Least, 1-Slight, 2-Moderate, 3-High, 4-Extreme, PPE:- Personal Protective Equipment Index recommendation, *- Chronic Effect Indicator). These values are obtained using the guidelines or published evaluations prepared by the National Fire Protection Association (NFPA) or the National Paint and Coating Association (for HMIS ratings).			

**The above information is based on the data of which we are aware and is believed to be correct as of the date hereof. Since this information may be applied under conditions beyond our control and with which we may be unfamiliar and since data made available subsequent to the date hereof may suggest modifications of the information, we do not assume any responsibility for the results of its use. This information is furnished upon condition that the person receiving it shall make his own determination of the suitability of the material for his particular purpose.**

# LUBEMARK



## **1<sup>ST</sup> PRIORITY Multi-Purpose ATF DM III (Dexron® III H/Mercon® Performance)**

### **PRODUCT DESCRIPTION**

**1<sup>ST</sup> PRIORITY Multi-Purpose ATF DM III** is a premium automatic transmission fluid for use in both passenger cars and light trucks requiring a fluid that meets General Motors Corporation Transmissions where a Dexron®-III product is specified and in Ford Motor Company Transmissions where a Mercon® product is specified. Multi-Purpose ATF DM III is recommended in Allison C-4 applications and Caterpillar TO-2 applications

### **FEATURES AND BENEFITS**

- Multi-Purpose ATF DM III include improved cold weather operating characteristics
- Superior stability and excellent friction and wear capabilities.
- Multi-Purpose ATF DM III has excellent rust and corrosion resistance
- Provides good seal compatibility, wear protection, and smoother shifting

### **APPROVALS AND RECOMMENDATIONS**

- General Motors DEXRON III and Ford MERCON Approval
- Meets Requirements for Allison C-4
- Recommended for power steering units specifying either type of fluid
- Meets Allison Powershift transmission or other torque converters requiring an Allison C-3 fluid
- Always check your owners manual to determine the correct automatic transmission fluid for your vehicle.

**TYPICAL PHYSICAL AND CHEMICAL PROPERTIES  
MULTI-PURPOSE ATF DM III**

**Test:**

Gravity, °API @60°F		32.5
Viscosity, cSt @ 40°C		34.4
Viscosity, cSt @ 100°C		7.23
Viscosity Index		182
Flash point, °F		395
Brookfield Viscosity , cP @ -40°C		17,200
Pour Point, °F		-57
Seq I tendency/stability, ml	20/0	Limits 100/0 max
Seq II tendency/stability, ml	20/0	Limits 100/0 max
Seq III tendency/stability, ml	10/0	Limits 100/0 max
Color		Red

**PRODUCT CODES:**

**Bulk**

**7777-24-ATFDM**

# LUBEMARK



## **1<sup>ST</sup> PRIORITY PREMIUM AW HYDRAULIC OIL ISO AW 32, 46, 68 & 100**

### **PRODUCT DESCRIPTION**

**1<sup>ST</sup> Priority Premium AW 32, 46, 68 & 100** are high performance hydraulic oils blended with hydrotreated base oils to meet the requirements of the most demanding hydraulic systems. The use of Group II base oils results in *outstanding thermal stability* even in systems that operate under conditions of high loads and temperature.

### **APPLICATIONS**

- Mobile hydraulic systems
- Circulating oil systems
- General Machine lubrication
- Industrial hydraulic systems

### **FEATURES AND BENEFITS**

- Excellent oxidation stability
- Capable to extend the oil drain interval
- Good sludge and particulate control
- Improved filterability
- Improved protection of critical components with tight tolerances
- Superior wear protection for maximum equipment life
- Greater energy saving potential
- Excellent hydrolytic stability

### **LUBEMARK 1<sup>ST</sup> PRIORITY PREMIUM AW OILS MEET THE REQUIREMENTS OF:**

- Denison Parker HF-O, HF-1, HF-2
- Eaton Vickers M-2950-S, I-286-S3
- Cincinnati Lamb P-68, P-69 and P-70
- DIN 51524 (Part II, III) (2006)
- ANSI / AGMA 9005-E02-RO
- ASTM D 6158 (HM, HV)
- GM LS-2
- AIST 126, 127
- Bosch RE 90, 220
- SEB 181222
- ISO 11158 (HM, HV)

# 1<sup>ST</sup> PRIORITY PREMIUM AW 32, 46, 68 & 100

## TYPICAL PHYSICAL AND CHEMICAL PROPERTIES

TEST:	AW 32	AW 46	AW 68	AW 100
API Gravity,	30.2	29.5	28.1	27.3
Viscosity @ 40°C cSt	32.0	46.0	68.0	100
Viscosity @ 100°C cSt	5.47	6.8	8.7	11.1
Viscosity Index	106	102	99	96
Flash Point, °F	405	420	430	450
Pour Point, °F	-35	-25	-25	-20

## PRODUCT CODES:

BULK	7777-24-PREMAW32	7777-24-PREMAW46	7777-24-PREMAW68	7777-24-PREMAW100
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REVISED 3-31-09

# LUBEMARK



## **1<sup>ST</sup> PRIORITY PREMIUM AW HYDRAULIC OIL ISO AW 32, 46, 68 & 100**

### **PRODUCT DESCRIPTION**

**1<sup>ST</sup> Priority Premium AW 32, 46, 68 & 100** are high performance hydraulic oils blended with hydrotreated base oils to meet the requirements of the most demanding hydraulic systems. The use of Group II base oils results in *outstanding thermal stability* even in systems that operate under conditions of high loads and temperature.

### **APPLICATIONS**

- Mobile hydraulic systems
- Circulating oil systems
- General Machine lubrication
- Industrial hydraulic systems

### **FEATURES AND BENEFITS**

- Excellent oxidation stability
- Capable to extend the oil drain interval
- Good sludge and particulate control
- Improved filterability
- Improved protection of critical components with tight tolerances
- Superior wear protection for maximum equipment life
- Greater energy saving potential
- Excellent hydrolytic stability

### **LUBEMARK 1<sup>ST</sup> PRIORITY PREMIUM AW OILS MEET THE REQUIREMENTS OF:**

- Denison Parker HF-O, HF-1, HF-2
- Eaton Vickers M-2950-S, I-286-S3
- Cincinnati Lamb P-68, P-69 and P-70
- DIN 51524 (Part II, III) (2006)
- ANSI / AGMA 9005-E02-RO
- ASTM D 6158 (HM, HV)
- GM LS-2
- AIST 126, 127
- Bosch RE 90, 220
- SEB 181222
- ISO 11158 (HM, HV)

# 1<sup>ST</sup> PRIORITY PREMIUM AW 32, 46, 68 & 100

## TYPICAL PHYSICAL AND CHEMICAL PROPERTIES

TEST:	AW 32	AW 46	AW 68	AW 100
API Gravity,	30.2	29.5	28.1	27.3
Viscosity @ 40°C cSt	32.0	46.0	68.0	100
Viscosity @ 100°C cSt	5.47	6.8	8.7	11.1
Viscosity Index	106	102	99	96
Flash Point, °F	405	420	430	450
Pour Point, °F	-35	-25	-25	-20

## PRODUCT CODES:

BULK	7777-24-PREMAW32	7777-24-PREMAW46	7777-24-PREMAW68	7777-24-PREMAW100
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