

9-16-10 origs. ret. to Cheryl at Purchasing

Court Date September 7, 2010

| Agenda Item | Bid # | # of Bids |
|-------------|--------|-----------|
| 29B | 11-010 | 6 |
| 29C | 11-009 | 5 |
| 29D | 11-008 | 5 |
| 29E | 11-007 | 1 |
| 29F | 11-006 | 1 |
| 29G | 11-005 | 1 |
| 29H | 11-004 | 1 |
| 29I | 11-003 | 1 |
| 29J | 11-002 | 1 |
| 29K | 11-001 | 1 |
| 29L | 10-121 | 1 |
| 29M | 10-117 | 3 |

Vendor Information

Johnson Oil Company
Legal Name of Contracting Company

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

800-284-2432 830-672-3298
Telephone Number Facsimile Number

PO Drawer 1959
Complete Mailing Address (for Correspondence)

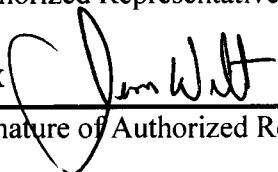
Gonzales, Texas 78629
City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Jim Wilt
Authorized Representative and Title (printed)

jwilt@joc-tigertote.com
Authorized Representative's Email Address

X 
Signature of Authorized Representative

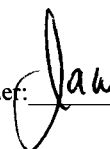
1.0 GENERAL REQUIREMENTS:

- 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- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.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.

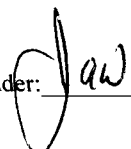
- 1.8 **Hold Harmless Agreement:** Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, 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.

- 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: _____



- 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: 

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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.

- 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.

- 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.

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.

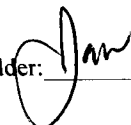
2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become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

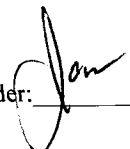
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling 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: _____



- 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: _____

A handwritten signature in black ink, appearing to be 'Jan', is written over a horizontal line.

- 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.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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.

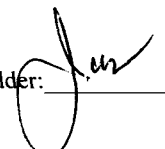
6.0 QUALITY CONTROL:

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: _____



- 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.

BID at 11/01/11 not chevron

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

Bid Price

| | |
|---|----------------------|
| Quart containers Mobil Superflo 5w20 | \$ <u>2.6510</u> /qt |
| 1 gallon containers No Product in package size | \$ <u>No Bid</u> /gl |
| 55 gallon drums Mobil Clean 5w20 | \$ <u>8.3380</u> /gl |
| Bulk delivery, 250 gallons or more Mobil Clean 5w20 | \$ <u>7.5573</u> /gl |

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

Bid Price

| | |
|---|----------------------|
| Quart containers Mobil Superflo 5w30 | \$ <u>2.6098</u> /qt |
| 1 gallon containers No Product in package size | \$ <u>No Bid</u> /gl |
| 55 gallon drums Mobil Clean 5w30 | \$ <u>8.3160</u> /gl |
| Bulk delivery, 250 gallons or more Mobil Clean 5w30 | \$ <u>7.5358</u> /gl |

Initials of Bidder: *Jaw*

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

Bid Price

| | |
|--|----------------------|
| Quart containers Mobil Superflo 10w30 | \$ <u>2.5823</u> /qt |
| 1 gallon containers No product in package size | \$ <u>No Bid</u> /gl |
| 55 gallon drums Mobil Clean 10w30 | \$ <u>8.2280</u> /gl |
| Bulk delivery, 250 gallons or more Mobil Clean 10w30 | \$ <u>7.4498</u> /gl |

SAE 10W-40 SM,GF-4 Supreme

Bid Price

| | |
|--|-----------------------|
| Quart containers Mobil Superflo 10w40 | \$ <u>2.5823</u> /qt |
| 1 gallon containers No Product in package size | \$ <u>No Bid</u> /gl |
| 55 gallon drums Mobil Clean 10w40 | \$ <u>10.5160</u> /gl |
| Bulk delivery, 250 gallons or more Mobil Clean 10w40 | \$ <u>10.2770</u> /gl |

SAE 15W-40 CJ-4 Delo 400

Bid Price

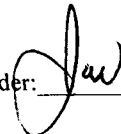
| | |
|--|-----------------------|
| Quart containers Delvac 1300 Super 15w40 | \$ <u>3.0443</u> /qt |
| 1 gallon containers Delvac 1300 Super 15w40 | \$ <u>11.4950</u> /gl |
| 5 gallon pail Delvac 1300 Super 15w40 | \$ <u>11.1100</u> /gl |
| 55 gallon drums Delvac 1300 Super 15w40 | \$ <u>10.6700</u> /gl |
| Bulk delivery, 250 gallons or more Delvac 1300 Super 15w40 | \$ <u>10.0650</u> /gl |

SAE 15W-40 CI-4+ Delo 400

Bid Price

| | |
|--|-----------------------|
| Quart containers Delvac MX 15w40 | \$ <u>2.6923</u> /qt |
| 1 gallon containers Delvac MX 15w40 | \$ <u>10.6590</u> /gl |
| 5 gallon pail Delvac MX 15w40 | \$ <u>9.4820</u> /gl |
| 55 gallon drums Delvac MX 15w40 | \$ <u>9.0420</u> /gl |
| Bulk delivery, 250 gallons or more Delvac MX 15w40 | \$ <u>8.4370</u> /gl |

Initials of Bidder: _____



SAE 10W Delo 400

| | <u>Bid Price</u> |
|--|-------------------------|
| Quart containers No Product in package size | \$ <u>No Bid</u> /qt |
| 5 gallon pails Mobil Hydraulic 10w | \$ <u>9.8120</u> /gl |
| 55 gallon drums Mobil Hydraulic 10w | \$ <u>9.3720</u> /gl |
| Bulk delivery, 250 gallons or more Mobil Hydraulic 10w | \$ <u>8.7670</u> /gl |

SAE 30 Delo 400

| | <u>Bid Price</u> |
|--|-------------------------|
| Quart containers Delvac 1230 | \$ <u>2.6153</u> /qt |
| 5 gallon pails Delvac 1230 | \$ <u>9.7460</u> /gl |
| 55 gallon drums Delvac 1230 | \$ <u>9.3060</u> /gl |
| Bulk delivery, 250 gallons or more Delvac 1230 | \$ <u>8.7010</u> /gl |

SAE 40 Delo 400

| | <u>Bid Price</u> |
|--|-------------------------|
| Quart containers Delvac 1240 | \$ <u>2.8408</u> /qt |
| 5 gallon pails Delvac 1240 | \$ <u>9.7460</u> /gl |
| 55 gallon drums Delvac 1240 | \$ <u>9.3060</u> /gl |
| Bulk delivery, 250 gallons or more Delvac 1240 | \$ <u>8.7010</u> /gl |

SAE 50 Delo 400

| | <u>Bid Price</u> |
|--|-------------------------|
| Quart containers No Product in package size | \$ <u>No Bid</u> /qt |
| 5 gallon pails Delvac 1250 | \$ <u>11.1430</u> /gl |
| 55 gallon drums Delvac 1250 | \$ <u>10.1530</u> /gl |
| Bulk delivery, 250 gallons or more Delvac 1250 | \$ <u>9.4160</u> /gl |

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

Bid Price

| | |
|--|-----------------------|
| 5 gallon pails MobilTrans HD 50w | \$ <u>11.3410</u> /gl |
| 55 gallon drums MobilTrans HD 50w | \$ <u>10.4830</u> /gl |
| Bulk delivery, 250 gallons or more MobilTrans HD 50w | \$ <u>10.0760</u> /gl |

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

Bid Price

| | |
|---|--------------------------|
| 5 gallon pails Delvac Syn Trans Fluid 50 | \$ <u>28.9163/1b</u> /gl |
| 55 gallon drums Delvac Syn Trans Fluid 50 | \$ <u>28.0088/1b</u> /gl |
| Bulk delivery, 250 gallons or more Delvac Syn Trans Fluid 50 Note:bill UOM is lb-pricing provided in Gal@7.5gal/lb | \$ <u>28.0088/1b</u> /gl |

Dexron IIIE Automatic transmission fluid

Bid Price

| | |
|--|----------------------|
| Quart containers Mobil ATF D/M | \$ <u>2.5795</u> /qt |
| 5 gallon pails Mobil ATF D/M | \$ <u>9.1410</u> /gl |
| 55 gallon drums Mobil ATF D/M | \$ <u>8.7010</u> /gl |
| Bulk delivery, 250 gallons or more Mobil ATF | \$ <u>8.0960</u> /gl |

Mercon V Automatic transmission fluid

Bid Price

| | |
|--|-----------------------|
| Quart containers Mobil Multi-Vehicle ATF | \$ <u>3.6740</u> /qt |
| 5 gallon pails No Product in package size | \$ <u>No Bid</u> /gl |
| 55 gallon drums Mobil Multi-Vehicle ATF | \$ <u>13.7060</u> /gl |
| Bulk delivery, 250 gallons or more Mobil Multi-Vehicle ATF | \$ <u>13.7060</u> /gl |

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

Bid Price

5 gallon pails Nuto H 46 \$ 8.4810 /gl
 55 gallon drums Nuto H 46 \$ 8.0410 /gl
 Bulk delivery, 250 gallons or more Nuto H 46 \$ 7.4360 /gl

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

Bid Price

5 gallon pails Nuto H 68 \$ 8.4810 /gl
 55 gallon drums Nuto H 68 \$ 8.0410 /gl
 Bulk delivery, 250 gallons or more Nuto H 68 \$ 7.4360 /gl

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

Bid Price

5 gallon pails MobilFluid 424 \$ 9.4710 /gl
 55 gallon drums MobilFluid 424 \$ 9.0310 /gl
 Bulk delivery, 250 gallons or more MobilFluid 424 \$ 8.4260 /gl

Grease Ultra-Duty EP2

Bid Price

Per tube, in case lots MobilGrease XHP 222 \$ 2.1761/1b /tube
 35# pail MobilGrease XHP 222 \$ 81.3780/1b /pail
 120# keg MobilGrease XHP 222 \$ 272.0250/1b /keg
 Note:Bill in 1b-Pricing provided per 14.1oz tube,pail,120lb/keg

Gear Oil 85-140 GL-5

Bid Price

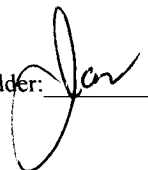
5# pail No Product in package size \$ No Bid /pail
 35# pail MobilLube HD+ 85w140 \$ 75.0519/1b /pail

Note:Bill in 1b-Pricing provided for 381b pail

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

Bid Price

Per tube, in case lots Ronex MP \$ 1.9146/1b /tube
 Note:Bill in 1b-Pricing provided per 14oz.tube

Initials of Bidder: 

Section 2: Conoco/Phillips Products:

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

Bid Price

| | | |
|------------------------------------|---------------------------|----------------------|
| Quart containers | No Product | \$ <u>No Bid</u> /qt |
| 55 gallon drums | Lubriguard Syn Blend 5w20 | \$ <u>8.1510</u> /gl |
| Bulk delivery, 250 gallons or more | Warren Syn Blend 5w20 | \$ <u>5.9690</u> /gl |

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

Bid Price

| | | |
|------------------------------------|---------------------------|----------------------|
| Quart containers | No Product | \$ <u>No bid</u> /qt |
| 55 gallon drums | Lubriguard Syn Blend 5w30 | \$ <u>8.1510</u> /gl |
| Bulk delivery, 250 gallons or more | Warren Syn Blend 5w30 | \$ <u>6.0278</u> /gl |

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

Bid Price

| | | |
|------------------------------------|----------------------------|----------------------|
| Quart containers | No Product | \$ <u>No Bid</u> /qt |
| 55 gallon drums | Lubriguard Syn Blend 10w30 | \$ <u>7.7990</u> /gl |
| Bulk delivery, 250 gallons or more | Warren Syn Blend 10w30 | \$ <u>5.8515</u> /gl |

SAE 10W-40 SM 76 Super Motor Oil

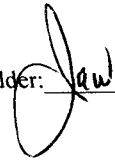
Bid Price

| | | |
|------------------------------------|------------------|----------------------|
| Quart containers | Lubriguard 10w40 | \$ <u>7.4877</u> /qt |
| 55 gallon drums | Lubriguard 10w40 | \$ <u>7.0620</u> /gl |
| Bulk delivery, 250 gallons or more | Warren 10w40 | \$ <u>5.8515</u> /gl |

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

Bid Price

| | | |
|------------------------------------|-----------------------------------|----------------------|
| Quart containers | No Product | \$ <u>-0-</u> /qt |
| 1 gallon containers | No Product | \$ <u>-0-</u> /gl |
| 5 gallon pail | No Product | \$ <u>-0-</u> /gl |
| 55 gallon drums | Lubriguard Universal 15w40, CI-4+ | \$ <u>7.2450</u> /gl |
| Bulk delivery, 250 gallons or more | Warren 15w40, CI-4+ | \$ <u>6.5213</u> /gl |

Initials of Bidder: 

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

Bid Price

| | | |
|------------------------------------|-------------------------------|----------------------|
| Quart containers | Lubriguard Premium Fleet CJ-4 | \$ <u>2.4581</u> /qt |
| 1 gallon containers | " | \$ <u>9.9225</u> /gl |
| 5 gallon pail | " | \$ <u>8.9775</u> /gl |
| 55 gallon drums | " | \$ <u>8.6963</u> /gl |
| Bulk delivery, 250 gallons or more | Warren 15w40,CJ-4 | \$ <u>6.9443</u> /gl |

SAE 10W 76 T5X 10

Bid Price

| | | |
|------------------------------------|-------------------------|----------------------|
| 5 gallon pails | No Product/No Bid | \$ <u>-0-</u> /gl |
| 55 gallon drums | Lubriguard Universal 10 | \$ <u>7.7850</u> /gl |
| Bulk delivery, 250 gallons or more | Warren Universal SAE10 | \$ <u>5.7263</u> /gl |

SAE 30 76 T5X 30

Bid Price

| | | |
|------------------------------------|-------------------------|----------------------|
| Quart containers | No Product/ No Bid | \$ <u>-0-</u> /qt |
| 5 gallon pails | Lubriguard Universal 30 | \$ <u>7.5600</u> /gl |
| 55 gallon drums | " | \$ <u>7.2000</u> /gl |
| Bulk delivery, 250 gallons or more | Warren Universal SAE30 | \$ <u>5.9513</u> /gl |

SAE 40 76 T5X 40

Bid Price

| | | |
|------------------------------------|-------------------------|----------------------|
| Quart containers | No Product/No Bid | \$ <u>-0-</u> /qt |
| 5 gallon pails | Lubriguard Universal 40 | \$ <u>7.5600</u> /gl |
| 55 gallon drums | " | \$ <u>7.2900</u> /gl |
| Bulk delivery, 250 gallons or more | Warren Universal SAE40 | \$ <u>6.0638</u> /gl |

SAE 50 T5X 50

Bid Price

| | |
|---|--------------|
| 5 gallon pails Lubriguard Universal 50 | \$7.5600 /gl |
| 55 gallon drums " | \$7.2113 /gl |
| Bulk delivery, 250 gallons or more Warren Universal SAE50 | \$6.3450 /gl |

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

Bid Price

| | |
|---|--------------|
| 5 gallon pails No Product/No Bid | \$-0- /gl |
| 55 gallon drums Lubriguard Drive Train 50 | \$8.3475 /gl |
| Bulk delivery, 250 gallons or more Warren DT 50 | \$7.3350 /gl |

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

Bid Price

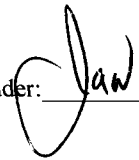
| | |
|--|---------------|
| 5 gallon pails Delvac Syn Trans Fluid 50 | \$28.9163 /gl |
| 55 gallon drums " | \$28.0088 /gl |
| Bulk delivery, 250 gallons or more " | \$28.0088 /gl |

Note: Bill UOM is lb-Pricing provided in gal @ 7.5gal/lb

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

Bid Price

| | |
|---|--------------|
| Quart containers Lubriguard MP ATF | \$1.9209 /qt |
| 5 gallon pails " | \$7.4363 /gl |
| 55 gallon drums " | \$7.2900 /gl |
| Bulk delivery, 250 gallons or more Warren ATF D/M | \$5.3438 /gl |

Initials of Bidder: 

Mercon V Automatic transmission fluid

Bid Price

| | |
|---|-----------------------|
| Quart containersWarren MV Syn Blend ATF | \$ <u>3.1022</u> /qt |
| 5 gallon pails " | \$ <u>10.5975</u> /gl |
| 55 gallon drums " | \$ <u>10.1250</u> /gl |
| Bulk delivery, 250 gallons or more Warren Syn Blend ATF | \$ <u>5.3438</u> /gl |

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

Bid Price

| | |
|--------------------------------------|----------------------|
| 5 gallon pails Warren Premium AW 46 | \$ <u>7.2788</u> /gl |
| 55 gallon drums " | \$ <u>7.0650</u> /gl |
| Bulk delivery, 250 gallons or more " | \$ <u>4.8825</u> /gl |

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

Bid Price

| | |
|--------------------------------------|----------------------|
| 5 gallon pails Warren Premium AW 68 | \$ <u>7.2788</u> /gl |
| 55 gallon drums " | \$ <u>7.0650</u> /gl |
| Bulk delivery, 250 gallons or more " | \$ <u>4.9950</u> /gl |

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

| | |
|---|----------------------|
| 5 gallon pails Warren Premium Tractor Hyd | \$ <u>7.7963</u> /gl |
| 55 gallon drums " | \$ <u>7.7513</u> /gl |
| Bulk delivery, 250 gallons or more " | \$ <u>5.6700</u> /gl |

Grease NLGI GC-LB calcium sulfonate

Bid Price

Per tube, in case lots No Product/No Bid

\$ -0- /tube

35# pail "

\$ -0- /pail

120# drum "

\$ -0- /drum

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

Bid Price

5# pail No Product/No Bid

\$ -0- /pail

35# pail Mobil Lube HD+ 85w140

\$ 75.0519 /pail

120# drum "

\$ 201.8250 /pail

Note: Billed in 1b-Pricing provided for 38lb/pail;120lb/keg

Section 3: Other:

Subsection 3.1

List brand Warren 5w20 Motor Oil

| <u>SAE 5W-20 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|-----------------------------|
| Quart containers | <u>\$1.9965</u> /qt | 960 | <u>\$ 1,916.6400</u> |
| 5 gallon pails | <u>\$6.2325</u> /gl | 1 | <u>\$ 6.2325</u> |
| 55 gallon drums | <u>\$5.7825</u> /gl | 1 | <u>\$ 5.7825</u> |
| Bulk delivery, 250 gallons or more | <u>\$5.2785</u> /gl | 1 | <u>\$ 5.2785</u> |
| | Total | | <u>\$ 1,933.9335</u> |

Subsection 3.2

List brand Warren 5w30 Motor Oil

| <u>SAE 5W-30 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|----------------------------|
| Quart containers | <u>\$1.9965</u> /qt | 960 | <u>\$1,916.6400</u> |
| 5 gallon pails | <u>\$6.2325</u> /gl | 1 | <u>\$6.2325</u> |
| 55 gallon drums | <u>\$5.7825</u> /gl | 1 | <u>\$5.7825</u> |
| Bulk delivery, 250 gallons or more | <u>\$5.2785</u> /gl | 1 | <u>\$5.2785</u> |
| | Total | | <u>\$1,933.9335</u> |

Subsection 3.3

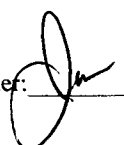
List brand Warren 10w30 Motor Oil

| <u>SAE 10W-30 SM/GF-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|----------------------|
| Quart containers | \$ <u>1.9525</u> /qt | 720 | \$ <u>1,405.8000</u> |
| 5 gallon pails | \$ <u>6.7388</u> /gl | 1 | \$ <u>6.7388</u> |
| 55 gallon drums | \$ <u>5.0513</u> /gl | 1 | \$ <u>5.0513</u> |
| Bulk delivery, 250 gallons or more | \$ <u>5.7960</u> /gl | 1 | \$ <u>5.7960</u> |
| | Total | | \$ <u>1,423.3860</u> |

Subsection 3.4

List brand No Product/No Bid

| <u>SAE 10W-40 SM</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| Quart containers | \$ <u>-0-</u> /qt | 1 | \$ <u>-0-</u> |
| 5 gallon pails | \$ <u>-0-</u> /gl | 1 | \$ <u>-0-</u> |
| 55 gallon drums | \$ <u>-0-</u> /gl | 1 | \$ <u>-0-</u> |
| Bulk delivery, 250 gallons or more | \$ <u>-0-</u> /gl | 1 | \$ <u>-0-</u> |
| | Total | | \$ <u>-0-</u> |

Initials of Bidder: 

Subsection 3.5

List brand Lubriguard Premium Fleet 15w40

| <u>SAE 15W-40 SM/CJ-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|-----------------------|
| Quart containers | \$ <u>2.4008</u> /qt | 1200 | \$ <u>2,880.9000</u> |
| 5 gallon pails | \$ <u>8.3475</u> /gl | 500 | \$ <u>4,173.7500</u> |
| 55 gallon drums | \$ <u>7.8975</u> /gl | 1100 | \$ <u>8,687.2500</u> |
| Bulk delivery, 250 gallons or more | \$ <u>7.4405</u> /gl | 2500 | \$ <u>18,601.2500</u> |
| | Total | | \$ <u>34,343.1500</u> |

Subsection 3.6

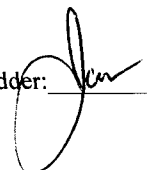
List brand Mobil Delvac MX 15w40

| <u>SAE 15W-40 CI-4+</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|-----------------------|
| Quart containers | \$ <u>2.6923</u> /qt | 1200 | \$ <u>3,230.7000</u> |
| 5 gallon pails | \$ <u>9.4820</u> /gl | 500 | \$ <u>4,741.0000</u> |
| 55 gallon drums | \$ <u>9.0420</u> /gl | 1100 | \$ <u>9,946.2000</u> |
| Bulk delivery, 250 gallons or more | \$ <u>8.4379</u> /gl | 2500 | \$ <u>21,092.5000</u> |
| | Total | | \$ <u>39,010.4000</u> |

Subsection 3.7

List brand Lubriguard Universal 10

| <u>SAE 10W</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|-----------------------|
| 5 gallon pails | \$ <u>7.8320</u> /gl | 200 | \$ <u>1,566.4000</u> |
| 55 gallon drums | \$ <u>7.7850</u> /gl | 1100 | \$ <u>8,563.5000</u> |
| Bulk delivery, 250 gallons or more | \$ <u>5.7263</u> /gl | 1 | \$ <u>5.7263</u> |
| Warren Universal SAE10 | | Total | \$ <u>10,135.6263</u> |

Initials of Bidder: 

Subsection 3.8

List brand Lubriguard Universal 30
Package size offered is 6/1gal

| <u>SAE 30</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|----------------------|
| Quart containers | \$ <u>1.9993</u> /qt | 48 | \$ <u>95.9640</u> |
| 5 gallon pails | \$ <u>7.5600</u> /gl | 200 | \$ <u>1,512.0000</u> |
| 55 gallon drums | \$ <u>7.2000</u> /gl | 220 | \$ <u>1,584.0000</u> |
| Bulk delivery, 250 gallons or more Warren Universal SAE30 | \$ <u>5.9513</u> /gl | 1 | \$ <u>5.9513</u> |
| | Total | | \$ <u>3,197.9153</u> |

Subsection 3.9

List brand Lubriguard Universal 40

| <u>SAE 40</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|----------------------|
| Quart containers | \$ <u>1.9993</u> /qt | 1 | \$ <u>1.9993</u> |
| 5 gallon pails | \$ <u>7.5600</u> /gl | 100 | \$ <u>756.0000</u> |
| 55 gallon drums | \$ <u>7.2900</u> /gl | 110 | \$ <u>801.9000</u> |
| Bulk delivery, 250 gallons or more Warren Universal SAE40 | \$ <u>6.0638</u> /gl | 1 | \$ <u>6.0638</u> |
| | Total | | \$ <u>1,565.9630</u> |

Subsection 3.10

List brand Mobil and Warren

| <u>SAE 50</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|----------------------|
| Quart containers Delvac 1250 | \$ <u>2.9411</u> /qt | 1 | \$ <u>2.9411</u> |
| 5 gallon pails Lubriguard Universal 50 | \$ <u>7.5600</u> /gl | 100 | \$ <u>756.0000</u> |
| 55 gallon drums Lubriguard Universal 50 | \$ <u>7.2113</u> /gl | 110 | \$ <u>793.2375</u> |
| Bulk delivery, 250 gallons or more Warren Universal SAE50 | \$ <u>6.3450</u> /gl | 1 | \$ <u>6.3450</u> |
| | Total | | \$ <u>1,558.5236</u> |

Subsection 3.11

List brand Warren

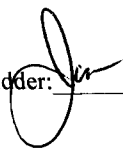
| <u>SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specification)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|----------------------|
| 5 gallon pails Lubriguard Drive Train 50 | \$ <u>8.5163</u> /gl | 250 | \$ <u>2,129.0625</u> |
| 55 gallon drums " " " | \$ <u>8.3475</u> /gl | 220 | \$ <u>1,836.4500</u> |
| Bulk delivery, 250 gallons or more Warren Drive Train 50 | \$ <u>7.3350</u> /gl | 1 | \$ <u>7.3350</u> |
| | Total | | \$ <u>3,972.8475</u> |

Subsection 3.12

List brand Delvac Syn Trans Fluid 50

Note: (Bill UOM is lb-Pricing provided in gal @ 7.5gal/lb)

| <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 | \$ <u>28.9163</u> /gl | 250 | \$ <u>7,229.0625</u> |
| 55 gallon drums | \$ <u>28.0088</u> /gl | 220 | \$ <u>6,161.9250</u> |
| Bulk delivery, 250 gallons or more | \$ <u>28.0088</u> /gl | 1 | \$ <u>28.0088</u> |
| | Total | | \$ <u>13,418.9963</u> |

Initials of Bidder: 

Subsection 3.13

List brand Johnson Oil Co. House Brand, Mobil and Warren

| <u>Dexron III E ATF</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|---------------------|----------------|--------------------------|
| Quart containers Warren Multi Purpose ATF | <u>\$1.9800</u> /qt | 120 | <u>\$237.6000</u> |
| 5 gallon pails Premium ATF D/M | <u>\$5.7038</u> /gl | 50 | <u>\$285.1875</u> |
| 55 gallon drums Premium ATF D/M | <u>\$5.3705</u> /gl | 1 | <u>\$5.3705</u> |
| | Total | | <u>\$528.1580</u> |

Subsection 3.14

List brand Warren MV Synthetic Blend ATF

| <u>Mercon V ATF</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|----------------------|----------------|--------------------------|
| Quart containers Note: Priced in qts-billed in gals | <u>\$3.1022</u> /qt | 120 | <u>\$372.2625</u> |
| 5 gallon pails | <u>\$10.5975</u> /gl | 50 | <u>\$529.8750</u> |
| 55 gallon drums | <u>\$10.1250</u> /gl | 1 | <u>\$10.1250</u> |
| | Total | | <u>\$912.2625</u> |

Subsection 3.15

List brand Warren MV Synthetic Blend ATF

| <u>ATF + 4</u> | <u>Bid Price</u> |
|------------------|-------------------------|
| Quart containers | <u>\$ 3.1022</u> /quart |

Subsection 3.16

List brand Premium GL 5 85w140

| <u>Gear Oil 85-140 GL-5</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|---------------------|
| 5# Pail No Bid | \$ -0- /pail | 5 | \$ -0- |
| 35# Pail | \$ 32.8038/pail | 10 | \$ 328.038 |
| Note: billed per lb-priced per 35lb/pail | | | |
| | Total | | \$ 328.038 |

Subsection 3.17

List brand Delvac Synthetic Gear Oil 80w140

| <u>Gear Oil Syn 75w-140</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| 35# Pail | \$ 125.3788/pail | 10 | \$ 1,253.7875 |

Subsection 3.18

List brand Premium AW Hyd 46

| <u>Hydraulic Oil-ISO 46</u> <u>(Denison HF-2, Vickers I-286-S)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|----------------------|
| 5 gallon pails | \$ 5.0830 /gl | 500 | \$ 2,541.5000 |
| 55 gallon drums | \$ 4.6230 /gl | 1100 | \$ 5,085.3000 |
| Bulk delivery, 250 gallons or more | \$ 3.9905 /gl | 1 | \$ 3.9905 |
| | Total | | \$ 7,630.7905 |

Initials of Bidder: Law

Subsection 3.19

List brand Premium AW Hyd 68

| <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>5.0830</u> /gl | 500 | \$ <u>2,541.5000</u> |
| 55 gallon drums | \$ <u>4.6230</u> /gl | 1100 | \$ <u>5,085.3000</u> |
| Bulk delivery, 250 gallons or more | \$ <u>3.9905</u> /gl | 1 | \$ <u>3.9905</u> |

Subsection 3.20

List brand Premium Universal Tractor Hyd Fluid

| <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>5.5315</u> /gl | 500 | \$ <u>2,765.7500</u> |
| 55 gallon drums | \$ <u>5.0715</u> /gl | 1100 | \$ <u>5,578.6500</u> |
| Bulk delivery, 250 gallons or more | \$ <u>4.4390</u> /gl | 1000 | \$ <u>4,439.0000</u> |
| Total | | | \$ <u>12,783.4000</u> |

Subsection 3.21

List brand Full Force

| <u>Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|----------------------|
| 1 gallon containers | \$ <u>6.5213</u> /gl | 100 | \$ <u>652.1250</u> |
| 55 gallon drums | \$ <u>6.2863</u> /gl | 220 | \$ <u>1,382.9750</u> |
| Total | | | \$ <u>2,035.1000</u> |

Subsection 3.22

List brand Peak Cool

| <u>Dex-Cool Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|----------------------|
| 1 gallon containers | \$ <u>7.4025</u> /gl | 100 | \$ <u>740.2500</u> |
| 55 gallon drums | \$ <u>7.1675</u> /gl | 110 | \$ <u>788.4250</u> |
| | Total | | \$ <u>1,528.6750</u> |

Subsection 3.23

List brand Peak Global Lifetime

| <u>Multi-vehicle Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|----------------------|
| 1 gallon containers | \$ <u>9.0828</u> /gl | 100 | \$ <u>908.2750</u> |
| 55 gallon drums | \$ <u>8.8478</u> /gl | 110 | \$ <u>973.2525</u> |
| | Total | | \$ <u>1,881.5275</u> |

Subsection 3.24

List brand Peak/Full Force

| <u>Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|----------------------|
| 1 gallon containers Peak 50/50 | \$ <u>4.1760</u> /gl | 100 | \$ <u>417.6000</u> |
| 55 gallon drums Full Force 50/50 | \$ <u>4.2960</u> /gl | 220 | \$ <u>945.1200</u> |
| | Total | | \$ <u>1,362.7200</u> |

Subsection 3.25

List brand Peak Cool

| <u>Dex-Cool Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|----------------------|----------------|----------------------|
| 1 gallon containers | \$ <u>5.0760</u> /gl | 100 | \$ <u>507.6000</u> |
| 55 gallon drums | \$ <u>4.8360</u> /gl | 110 | \$ <u>531.9600</u> |
| | Total | | \$ <u>1,039.5600</u> |

Subsection 3.26

List brand Peak Global Lifetime

| <u>Multi-vehicle Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|----------------------|----------------|----------------------|
| 1 gallon containers | \$ <u>5.7360</u> /gl | 100 | \$ <u>573.6000</u> |
| 55 gallon drums | \$ <u>5.4960</u> /gl | 110 | \$ <u>604.5600</u> |
| | Total | | \$ <u>1,178.1600</u> |

Subsection 3.27

List brand MobilGrease XHP 222

| <u>Grease Ultra-Duty EP2</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------|--------------------------|----------------|----------------------|
| Per tube, in case lots | \$ <u>2.3212</u> /tb | 1000 | \$ <u>2,321.2125</u> |
| 35# pail | \$ <u>86.8032</u> /pail | 50 | \$ <u>4,340.1600</u> |
| 120# drum | \$ <u>290.1600</u> /drum | 1 | \$ <u>290.1600</u> |
| | Total | | \$ <u>6,951.5325</u> |

Subsection 3.28

List brand No Product/No Bid

Grease NLGI GC-LB calcium sulfonate

Bid Price

Per tube, in case lots

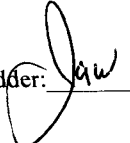
\$ -0- /tube

35# pail

\$ -0- /pail

120# drum

\$ -0- /drum

Initials of Bidder: 

CONTRACT SHEET

Bid 11-010

THE STATE OF TEXAS
COUNTY OF FORT BEND

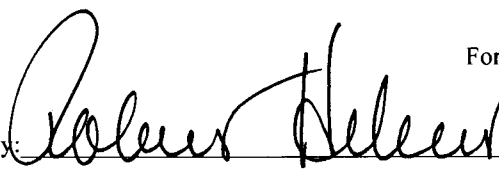
This memorandum of agreement made and entered into on the _____ day of _____, 20____, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Johnson Oil Company
(company name)
(hereinafter designated contractor).

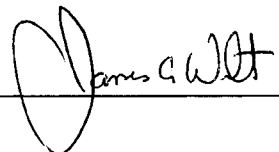
WITNESSETH:

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 _____ day of _____, 20____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: James A.W. Li, commercial Business Manager
Printed Name and Title

Fort Bend County, Texas
Invitation for Bid



Term Contract for the Purchase of Oil and Lubricants
for Fort Bend County
BID 11-010

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-010
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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 07/29/10
Issued: 08/03/10

Vendor Information

BRAZOS VALLEY LUBRICANTS

Legal Name of Contracting Company

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

979-314-1478

979-314-1406

Telephone Number

Facsimile Number

P.O. Box 10905

Complete Mailing Address (for Correspondence)

College Station TX 77842

City, State and Zip Code

Complete Remittance Address (if different from above)

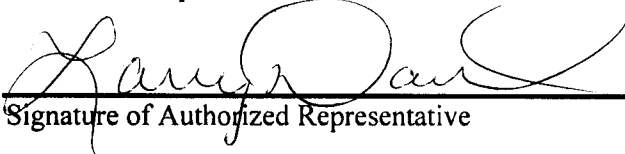
City, State and Zip Code

Larry Daniel GM.

Authorized Representative and Title (printed)

brazos lubricants @verizon.net

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder:

MD

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: LD

- 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: _____



- 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: LP

- 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: LD

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: LD

- 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: LD

- 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: LD

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: 40

- 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: LD

- 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: LP

- 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: LD

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: LD

Section 3: Other:**Subsection 3.1**List brand GoldenWest PFD SYNBLEND
PLANET FRIENDLY OIL

| <u>SAE 5W-20 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-------------------|
| Quart containers | \$ <u>2.26</u> /qt | 960 | \$ <u>2160.00</u> |
| 5 gallon pails | \$ <u>7.64</u> /gl | 1 | \$ <u>38.20</u> |
| 55 gallon drums | \$ <u>6.34</u> /gl | 1 | \$ <u>348.70</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.01</u> /gl | 1 | \$ <u>6.01</u> |
| Total | | | \$ _____ |

2552.91

Subsection 3.2List brand GoldenWest PFD SYN BLEND
PLANET FRIENDLY OIL

| <u>SAE 5W-30 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-------------------|
| Quart containers | \$ <u>2.26</u> /qt | 960 | \$ <u>2160.00</u> |
| 5 gallon pails | \$ <u>7.64</u> /gl | 1 | \$ <u>38.20</u> |
| 55 gallon drums | \$ <u>6.34</u> /gl | 1 | \$ <u>348.70</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.01</u> /gl | 1 | \$ <u>6.01</u> |
| Total | | | \$ _____ |

2552.91

Initials of Bidder: LD

Subsection 3.3

List brand Goldenwest PFO 10W30

| <u>SAE 10W-30 SM/GF-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-------------------|
| Quart containers | \$ <u>2.26</u> /qt | 720 | \$ <u>1627.20</u> |
| 5 gallon pails | \$ <u>764</u> /gl | 1 | \$ <u>38.20</u> |
| 55 gallon drums | \$ <u>634</u> /gl | 1 | \$ <u>348.70</u> |
| Bulk delivery, 250 gallons or more | \$ <u>601</u> /gl | 1 | \$ <u>601</u> |
| | Total | | \$ <u>2020.10</u> |

Subsection 3.4

List brand Flectmaxx HD 10/40

| <u>SAE 10W-40 SM</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|------------------|
| Quart containers | \$ <u>NA</u> /qt | 1 | \$ <u>NA</u> |
| 5 gallon pails | \$ <u>780</u> /gl | 1 | \$ <u>39.00</u> |
| 55 gallon drums | \$ <u>6.78</u> /gl | 1 | \$ <u>392.90</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.45</u> /gl | 1 | \$ <u>6.45</u> |
| | Total | | \$ <u>438.35</u> |

Initials of Bidder: LD

Subsection 3.5

List brand Golden West PFD 15W40PLANET FRIENDLY OILSAE 15W-40 SM/CJ-4

| | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|---------------------|
| Quart containers | \$ <u>2.44</u> /qt | 1200 | \$ <u>2928.00</u> |
| 5 gallon pails | \$ <u>8.20</u> /gl | 500 | \$ <u>4100.00</u> |
| 55 gallon drums | \$ <u>6.90</u> /gl | 1100 | \$ <u>7590.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.57</u> /gl | 2500 | \$ <u>16,425.00</u> |
| | Total | | \$ <u>31043</u> |

Subsection 3.6

List brand CITGO MILEMASTER 15W40SAE 15W-40 CI-4+

| | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|---------------------|
| Quart containers | \$ <u>NA</u> /qt | 1200 | \$ <u>NA</u> |
| 5 gallon pails | \$ <u>7.85</u> /gl | 500 | \$ <u>3925.00</u> |
| 55 gallon drums | \$ <u>6.55</u> /gl | 1100 | \$ <u>7205.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.22</u> /gl | 2500 | \$ <u>15,550.00</u> |
| | Total | | \$ <u>DISC</u> |

Subsection 3.7

List brand CITGO MILEMASTER 10W10SAE 10W

| | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-------------------|
| 5 gallon pails | \$ <u>7.65</u> /gl | 200 | \$ <u>1530.00</u> |
| 55 gallon drums | \$ <u>6.35</u> /gl | 1100 | \$ <u>6985.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>5.98</u> /gl | 1 | \$ <u>5.98</u> |
| | Total | | \$ <u>8520.98</u> |

Initials of Bidder: LD

Subsection 3.8

List brand FLEETMAXX HD 30

| <u>SAE 30</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-------------------|
| Quart containers | \$ <u>NA</u> /qt | 48 | \$ <u>NA</u> |
| 5 gallon pails | \$ <u>7.55</u> /gl | 200 | \$ <u>1510.00</u> |
| 55 gallon drums | \$ <u>6.58</u> /gl | 220 | \$ <u>1447.60</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.25</u> /gl | 1 | \$ <u>6.25</u> |
| | Total | | \$ _____ |

DISQ

Subsection 3.9

List brand FLEETMAXX HD 40

| <u>SAE 40</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|------------------|
| Quart containers | \$ <u>NA</u> /qt | 1 | \$ <u>NA</u> |
| 5 gallon pails | \$ <u>7.55</u> /gl | 100 | \$ <u>755.00</u> |
| 55 gallon drums | \$ <u>6.58</u> /gl | 110 | \$ <u>723.80</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.25</u> /gl | 1 | \$ <u>6.25</u> |
| | Total | | \$ _____ |

DISQ

Initials of Bidder: LD

Subsection 3.10

List brand FLEETMAXX HD 50

| <u>SAE 50</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|------------------|
| Quart containers | \$ <u>NA</u> /qt | 1 | \$ <u>NA</u> |
| 5 gallon pails | \$ <u>934</u> /gl | 100 | \$ <u>934.00</u> |
| 55 gallon drums | \$ <u>8.04</u> /gl | 110 | \$ <u>884.40</u> |
| Bulk delivery, 250 gallons or more | \$ <u>NA</u> /gl | 1 | \$ <u>NA</u> |
| | Total | | \$ <u>DISQ</u> |

Subsection 3.11

List brand FLEETMAXX TO-4 50

| <u>SAE 50 Heavy Duty Drive Train</u> <u>(Meets Cat's TO-4 Specification)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|-------------------|
| 5 gallon pails | \$ <u>8.93</u> /gl | 250 | \$ <u>2232.50</u> |
| 55 gallon drums | \$ <u>7.96</u> /gl | 220 | \$ <u>1751.20</u> |
| Bulk delivery, 250 gallons or more | \$ <u>7.63</u> /gl | 1 | \$ <u>7.63</u> |
| | Total | | \$ <u>3591.33</u> |

Subsection 3.12

List brand GOLDENWELT SYNTHETIC TRAXNS-FL 50

| <u>SAE 50 Heavy Duty Drive Train</u> <u>(Meets Eaton Roadranger PS-164 Rev 7)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|---------------------|----------------|-------------------|
| 5 gallon pails | \$ <u>18.39</u> /gl | 250 | \$ <u>4597.50</u> |
| 55 gallon drums | \$ <u>17.69</u> /gl | 220 | \$ <u>3891.80</u> |
| Bulk delivery, 250 gallons or more | \$ <u>17.05</u> /gl | 1 | \$ <u>17.05</u> |
| | Total | | \$ <u>8506.35</u> |

Initials of Bidder: LD

Subsection 3.13

List brand Golden West MP ATF

| <u>Dexron IIIE ATF</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------|-------------------|----------------|------------------|
| Quart containers | \$ <u>205</u> /qt | 120 | \$ <u>24,600</u> |
| 5 gallon pails | \$ <u>718</u> /gl | 50 | \$ <u>35,900</u> |
| 55 gallon drums | \$ <u>588</u> /gl | 1 | \$ <u>323.40</u> |
| | Total | | \$ <u>928,40</u> |

Subsection 3.14

List brand Golden West Multi vehicle ATF

| <u>Mercon V ATF</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---------------------|--------------------|----------------|-------------------|
| Quart containers | \$ <u>287</u> /qt | 120 | \$ <u>344.40</u> |
| 5 gallon pails | \$ <u>970</u> /gl | 50 | \$ <u>485.00</u> |
| 55 gallon drums | \$ <u>1057</u> /gl | 1 | \$ <u>581.35</u> |
| | Total | | \$ <u>1410.75</u> |

Subsection 3.15

List brand _____

| <u>ATF + 4</u> | <u>Bid Price</u> |
|------------------|------------------|
| Quart containers | \$ _____ /quart |

Initials of Bidder: LD

Subsection 3.16

List brand FleetMAXX 85-140

| <u>Gear Oil 85-140 GL-5</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|-----------------------------|-----------------------|----------------|--------------------|
| 5# Pail | \$ <u>46.34</u> /pail | 5 | \$ <u>231.70</u> |
| 35# Pail | \$ <u>46.34</u> /pail | 10 | \$ <u>463.40</u> |
| Total | | | \$ <u> </u> |

Subsection 3.17

List brand Goldew West SYN 75W 140

| <u>Gear Oil Syn 75w-140</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|-----------------------------|-----------------------|----------------|------------------|
| 35# Pail | \$ <u>95.49</u> /pail | 10 | \$ <u>954.90</u> |

Subsection 3.18

List brand FLEETMAXX . AW 46

| <u>Hydraulic Oil-ISO 46</u> <u>(Denison HF-2, Vickers I-286-S)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|--------------------|
| 5 gallon pails | \$ <u>618</u> /gl | 500 | \$ <u>3090.00</u> |
| 55 gallon drums | \$ <u>523</u> /gl | 1100 | \$ <u>5753.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>4.88</u> /gl | 1 | \$ <u>4.88</u> |
| Total | | | \$ <u> </u> |

8847.88

Initials of Bidder: LD

Subsection 3.19

List brand FLEET MAXX AW Hyd 68

Hydraulic Oil AW68
(Denison HF-2, Vickers I-286-S)

| | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------|----------------|-------------------|
| 5 gallon pails | \$ <u>618</u> /gl | 500 | \$ <u>3090.00</u> |
| 55 gallon drums | \$ <u>523</u> /gl | 1100 | \$ <u>5753.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>488</u> /gl | 1 | \$ _____ |

Subsection 3.20

List brand FLEET MAXX TRACTOR Hyd FLD

Universal Tractor Hydraulic Oil
(Must meet Allison C-3/C-4 specifications,
and all tractor hydraulic systems and transmissions)

| | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------|----------------|-------------------|
| 5 gallon pails | \$ <u>679</u> /gl | 500 | \$ <u>3395.00</u> |
| 55 gallon drums | \$ <u>582</u> /gl | 1100 | \$ <u>6402.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>549</u> /gl | 1000 | \$ <u>5490.00</u> |
| Total | | | \$ _____ |

Subsection 3.21

List brand Golden West Universal Antifreeze

Antifreeze, concentrated

| | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---------------------|--------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>7.72</u> /gl | 100 | \$ <u>772.00</u> |
| 55 gallon drums | \$ <u>709</u> /gl | 220 | \$ <u>1559.80</u> |
| Total | | | \$ _____ |

Initials of Bidder: LD

Subsection 3.22

List brand ECL PATT ANTIFREEZE

| <u>Dex-Cool Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|---------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>12.42</u> /gl | 100 | \$ <u>1242.00</u> |
| 55 gallon drums | \$ <u>11.70</u> /gl | 110 | \$ <u>1287.00</u> |
| Total | | | \$ _____ |

Subsection 3.23

List brand Global/Goldenwest ANTIFREEZE

| <u>Multi-vehicle Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|------------------|
| 1 gallon containers | \$ <u>9.67</u> /gl | 100 | \$ <u>967.00</u> |
| 55 gallon drums | \$ <u>8.07</u> /gl | 110 | \$ <u>887.70</u> |
| Total | | | \$ _____ |

Subsection 3.24

List brand Goldwest Universal Antifreeze 50/50

| <u>Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---------------------------------|--------------------|----------------|------------------|
| 1 gallon containers | \$ <u>5.34</u> /gl | 100 | \$ <u>534.00</u> |
| 55 gallon drums | \$ <u>4.08</u> /gl | 220 | \$ <u>897.60</u> |
| Total | | | \$ _____ |

1431.60

Initials of Bidder: LD

Subsection 3.25

List brand ECL PARR ANTIFREEZE 50/50

| <u>Dex-Cool Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|--------------------|----------------|------------------|
| 1 gallon containers | \$ _____ /gl | 100 | \$ _____ |
| 55 gallon drums | \$ <u>5.85</u> /gl | 110 | \$ <u>643.50</u> |
| | Total | | \$ _____ |

Subsection 3.26

List brand Global Golden West 50/50

| <u>Multi-vehicle Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>6.34</u> /gl | 100 | \$ <u>634.00</u> |
| 55 gallon drums | \$ <u>4.57</u> /gl | 110 | \$ <u>502.70</u> |
| | Total | | \$ <u>1136.70</u> |

Subsection 3.27

List brand Golden West H, TEMPER 2

| <u>Grease Ultra-Duty EP2</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------|------------------------|----------------|-------------------|
| Per tube, in case lots | \$ <u>1.83</u> /tb | 1000 | \$ <u>1830.00</u> |
| 35# pail | \$ <u>67.78</u> /pail | 50 | \$ <u>3389.00</u> |
| 120# drum | \$ <u>241.20</u> /drum | 1 | \$ <u>241.20</u> |
| | Total | | \$ _____ |

5460.20

Initials of Bidder: LD

Subsection 3.28

List brand

NB

Grease NLGI GC-LB calcium sulfonate

Bid Price

Per tube, in case lots

\$ *NB* /tube

35# pail

\$ *NB* /pail

120# drum

\$ *NB* /drum

Initials of Bidder: *LD*

CONTRACT SHEET
Bid # 11-010

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the _____ day of _____, 20____, 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 BRAD'S VALLEY LUBRICANTS
(company name)
(hereinafter designated contractor).

WITNESSETH:

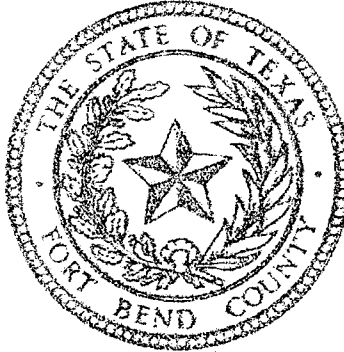
The Contractor and the County agree that the bid and specifications for the **Oil and Lubricants** which are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall constitute the full agreement and contract between parties and for furnishing the items 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 _____ day of _____, 20____.

By: Robert Hebert Fort Bend County, Texas
County Judge
By: Ranger Dan Signature of Contractor
By: Larry Daniel GM
Printed Name and Title

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for the Purchase of Oil and Lubricants
for Fort Bend County
BID 11-010*

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-010
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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645



APACHE OIL CO., INC.

FUEL, LUBRICANTS AND FILTERS FOR INDUSTRY



P.O. BOX 177 • PASADENA, TX 77501 • (281) 487-5400 • FAX (281) 487-7606

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

August 24, 2010

I have enclosed a bid for bid 11-010. All of the products on the bid comply with the bid specifications. If considered, we will also supply all documentation, as well as support from Apache Oil Co. and each products manufacturer.

Apache Oil Co. is currently compliant with all insurance requirements. We currently service many cities, school districts and the Port of Houston Authority. We are prepared to supply references from any industry in the Houston – Metro Area. As the only fuel and lubricant distributor that operates 24/7 during all Gulf Coast emergencies, I hope we can be of service to Fort Bend County.

Thank you in advance for reviewing our bid for the Fort Bend County Lubricants.

Regards,

Tim Smith
(832) 731-6763

Vendor Information

Houston-Pasadena Apache Oil CO., LP

Legal Name of Contracting Company

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

(281)487-5400

Telephone Number

(281)487-7606

Facsimile Number

P. O. Box 177

Complete Mailing Address (for Correspondence)

Pasadena, TX 77501

City, State and Zip Code

Dept Code 684 P. O. Box 3108

Complete Remittance Address (if different from above)

Houston, TX 77253-3108

City, State and Zip Code

Tim Smith Account Representative

Authorized Representative and Title (printed)

Tim13@swbell.net

Authorized Representative's Email Address



Signature of Authorized Representative

Initials of Bidder: _____

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: IS

- 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: TS

- 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: IS

- 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: TS

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: JS

- 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: TS

- 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: 15

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: IS

- 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.

- 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: JS

- 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: JS

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: TS

- 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 [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@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>NA</u> /qt |
| 1 gallon containers | \$ <u>NA</u> /gl |
| 55 gallon drums | \$ <u>NA</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>NA</u> /gl |

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

Bid Price

| | |
|------------------------------------|------------------|
| Quart containers | \$ <u>NA</u> /qt |
| 1 gallon containers | \$ <u>NA</u> /gl |
| 55 gallon drums | \$ <u>NA</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>NA</u> /gl |

Initials of Bidder: JS

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

Quart containers

Bid Price

\$ NA /qt

1 gallon containers

\$ NA /gl

55 gallon drums

\$ NA /gl

Bulk delivery, 250 gallons or more

\$ NA /gl

SAE 10W-40 SM,GF-4 Supreme

Quart containers

Bid Price

\$ NA /qt

1 gallon containers

\$ NA /gl

55 gallon drums

\$ NA /gl

Bulk delivery, 250 gallons or more

\$ NA /gl

SAE 15W-40 CJ-4 Delo 400

Quart containers

Bid Price

\$ NA /qt

1 gallon containers

\$ NA /gl

5 gallon pail

\$ NA /gl

55 gallon drums

\$ NA /gl

Bulk delivery, 250 gallons or more

\$ NA /gl

SAE 15W-40 CI-4+ Delo 400

Quart containers

Bid Price

\$ NA /qt

1 gallon containers

\$ NA /gl

5 gallon pail

\$ NA /gl

55 gallon drums

\$ NA /gl

Bulk delivery, 250 gallons or more

\$ NA /gl

Initials of Bidder: IS

SAE 10W Delo 400

Quart containers

Bid Price

\$ NA /qt

5 gallon pails

\$ NA /gl

55 gallon drums

\$ NA /gl

Bulk delivery, 250 gallons or more

\$ NA /gl

SAE 30 Delo 400

Quart containers

Bid Price

\$ NA /qt

5 gallon pails

\$ NA /gl

55 gallon drums

\$ NA /gl

Bulk delivery, 250 gallons or more

\$ NA /gl

SAE 40 Delo 400

Quart containers

Bid Price

\$ NA /qt

5 gallon pails

\$ NA /gl

55 gallon drums

\$ NA /gl

Bulk delivery, 250 gallons or more

\$ NA /gl

SAE 50 Delo 400

Quart containers

Bid Price

\$ NA /qt

5 gallon pails

\$ NA /gl

55 gallon drums

\$ NA /gl

Bulk delivery, 250 gallons or more

\$ NA /gl

Initials of Bidder: IS

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

Bid Price

| | |
|------------------------------------|------------------|
| 5 gallon pails | \$ <u>NA</u> /gl |
| 55 gallon drums | \$ <u>NA</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>NA</u> /gl |

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

Bid Price

| | |
|------------------------------------|------------------|
| 5 gallon pails | \$ <u>NA</u> /gl |
| 55 gallon drums | \$ <u>NA</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>NA</u> /gl |

Dexron IIIE Automatic transmission fluid

Bid Price

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

Mercon V Automatic transmission fluid

Bid Price

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

Initials of Bidder: IS

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

Bid Price

5 gallon pails

\$ _____ NA _____ /gl

55 gallon drums

\$ _____ NA _____ /gl

Bulk delivery, 250 gallons or more

\$ _____ NA _____ /gl

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

Bid Price

5 gallon pails

\$ _____ NA _____ /gl

55 gallon drums

\$ _____ NA _____ /gl

Bulk delivery, 250 gallons or more

\$ _____ NA _____ /gl

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

Bid Price

5 gallon pails

\$ _____ NA _____ /gl

55 gallon drums

\$ _____ NA _____ /gl

Bulk delivery, 250 gallons or more

\$ _____ NA _____ /gl

Grease Ultra-Duty EP2

Bid Price

Per tube, in case lots

\$ _____ NA _____ /tube

35# pail

\$ _____ NA _____ /pail

120# keg

\$ _____ NA _____ /keg

Gear Oil 85-140 GL-5

Bid Price

5# pail

\$ _____ NA _____ /pail

35# pail

\$ _____ NA _____ /pail

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

Bid Price

Per tube, in case lots

\$ _____ NA _____ /tube

Section 2: Conoco/Phillips Products:

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

Bid Price

Quart containers

\$ 8.33 /qt

55 gallon drums

\$ 6.79 /gl

Bulk delivery, 250 gallons or more

\$ 6.73 /gl

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

Bid Price

Quart containers

\$ 8.33 /qt

55 gallon drums

\$ 6.79 /gl

Bulk delivery, 250 gallons or more

\$ 6.73 /gl

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

Bid Price

Quart containers

\$ 8.10 /qt

55 gallon drums

\$ 6.67 /gl

Bulk delivery, 250 gallons or more

\$ 6.26 /gl

SAE 10W-40 SM76 Super Motor Oil

Bid Price

Quart containers

\$ 2.83 /qt

55 gallon drums

\$ 11.31 /gl

Bulk delivery, 250 gallons or more

\$ 11.23 /gl

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

Bid Price

Quart containers

\$ 8.56 /qt

1 gallon containers

\$ 8.21 /gl

5 gallon pail

\$ 7.52 /gl

55 gallon drums

\$ 7.11 /gl

Bulk delivery, 250 gallons or more

\$ 6.70 /gl

Initials of Bidder: TS

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

| | |
|------------------------------------|---------------------|
| Quart containers | \$ <u>3.10</u> /qt |
| 1 gallon containers | \$ <u>12.39</u> /gl |
| 5 gallon pail | \$ <u>12.39</u> /gl |
| 55 gallon drums | \$ <u>11.60</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>10.47</u> /gl |

SAE 10W 76 T5X 10

| | |
|------------------------------------|--------------------|
| 5 gallon pails | \$ <u>6.84</u> /gl |
| 55 gallon drums | \$ <u>6.44</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.03</u> /gl |

SAE 30 76 T5X 30

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.77</u> /qt |
| 5 gallon pails | \$ <u>6.96</u> /gl |
| 55 gallon drums | \$ <u>6.67</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.26</u> /gl |

SAE 40 76 T5X 40

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.77</u> /qt |
| 5 gallon pails | \$ <u>7.31</u> /gl |
| 55 gallon drums | \$ <u>6.90</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.50</u> /gl |

Initials of Bidder: TS

SAE 50 T5X 50

Bid Price

| | |
|------------------------------------|---------------------|
| 5 gallon pails | \$ <u>11.67</u> /gl |
| 55 gallon drums | \$ <u>10.54</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>9.73</u> /gl |

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

Bid Price

| | |
|------------------------------------|---------------------|
| 5 gallon pails | \$ <u>12.20</u> /gl |
| 55 gallon drums | \$ <u>11.48</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>10.36</u> /gl |

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

Bid Price

| | |
|------------------------------------|---------------------|
| 5 gallon pails | \$ <u>25.73</u> /gl |
| 55 gallon drums | \$ <u>26.01</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>26.01</u> /gl |

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

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.09</u> /qt |
| 5 gallon pails | \$ <u>8.46</u> /gl |
| 55 gallon drums | \$ <u>8.21</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>7.27</u> /gl |

Initials of Bidder: IS

Mercon V Automatic transmission fluid

Bid Price

| | |
|------------------------------------|---------------------|
| Quart containers | \$ <u>3.61</u> /qt |
| 5 gallon pails | \$ <u>14.95</u> /gl |
| 55 gallon drums | \$ <u>14.21</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>13.08</u> /gl |

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

Bid Price

| | |
|------------------------------------|--------------------|
| 5 gallon pails | \$ <u>6.01</u> /gl |
| 55 gallon drums | \$ <u>5.55</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>5.15</u> /gl |

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

Bid Price

| | |
|------------------------------------|--------------------|
| 5 gallon pails | \$ <u>6.24</u> /gl |
| 55 gallon drums | \$ <u>5.84</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>5.44</u> /gl |

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

Bid Price

| | |
|------------------------------------|--------------------|
| 5 gallon pails | \$ <u>9.42</u> /gl |
| 55 gallon drums | \$ <u>9.03</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>8.61</u> /gl |

Initials of Bidder: JS

Grease NLGI GC-LB calcium sulfonate

Per tube, in case lots

35# pail

120# drum

Bid Price

\$ 3.25 /tube

\$ 115.92 /pail

\$ 391.92 /drum

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

5# pail

35# pail

120# drum

Bid Price

\$ NA /pail

\$ 63.34 /pail

\$ 213.67 /pail

Section 3: Other:

Subsection 3.1

List brand Apache

| <u>SAE 5W-20 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-------------------|
| Quart containers | \$ <u>1.85</u> /qt | 960 | \$ <u>1776.00</u> |
| 5 gallon pails | \$ <u>7.66</u> /gl | 1 | \$ <u>7.66</u> |
| 55 gallon drums | \$ <u>6.80</u> /gl | 1 | \$ <u>6.80</u> |
| Bulk delivery, 250 gallons or more | \$ <u>7.95</u> /gl | 1 | \$ <u>7.95</u> |
| | Total | | \$ <u>1798.41</u> |

Subsection 3.2

List brand Apache

| <u>SAE 5W-30 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-------------------|
| Quart containers | \$ <u>1.85</u> /qt | 960 | \$ <u>1776.00</u> |
| 5 gallon pails | \$ <u>7.66</u> /gl | 1 | \$ <u>7.66</u> |
| 55 gallon drums | \$ <u>6.80</u> /gl | 1 | \$ <u>6.80</u> |
| Bulk delivery, 250 gallons or more | \$ <u>5.58</u> /gl | 1 | \$ <u>5.58</u> |
| | Total | | \$ <u>1796.04</u> |

Subsection 3.3

List brand Anache

| <u>SAE 10W-30 SM/GF-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-------------------|
| Quart containers | \$ <u>1.85</u> /qt | 720 | \$ <u>1332.00</u> |
| 5 gallon pails | \$ <u>6.38</u> /gl | 1 | \$ <u>6.38</u> |
| 55 gallon drums | \$ <u>5.92</u> /gl | 1 | \$ <u>5.92</u> |
| Bulk delivery, 250 gallons or more | \$ <u>5.50</u> /gl | 1 | \$ <u>5.50</u> |
| | Total | | \$ <u>1349.80</u> |

Subsection 3.4

List brand Apache

| <u>SAE 10W-40 SM</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-----------------|
| Quart containers | \$ <u>1.85</u> /qt | 1 | \$ <u>1.85</u> |
| 5 gallon pails | \$ <u>7.66</u> /gl | 1 | \$ <u>7.66</u> |
| 55 gallon drums | \$ <u>6.80</u> /gl | 1 | \$ <u>6.80</u> |
| Bulk delivery, 250 gallons or more | \$ <u>8.05</u> /gl | 1 | \$ <u>8.05</u> |
| | Total | | \$ <u>24.36</u> |

Subsection 3.5

List brand Apache

| <u>SAE 15W-40 SM/CJ-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|---------------------------|
| Quart containers | \$ <u>2.11</u> /qt | 1200 | \$ <u>2532.00</u> |
| 5 gallon pails | \$ <u>7.83</u> /gl | 500 | \$ <u>3915.00</u> |
| 55 gallon drums | \$ <u>6.84</u> /gl | 1100 | \$ <u>7524.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.38</u> /gl | 2500 | \$ <u>15950.00</u> |
| Total | | | \$ <u>29921.00</u> |

Subsection 3.6

List brand Conoco Phillips

| <u>SAE 15W-40 CI-4+</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|---------------------------|
| Quart containers | \$ <u>NA</u> /qt | 1200 | \$ <u>NA</u> |
| 5 gallon pails | \$ <u>7.19</u> /gl | 500 | \$ <u>3595.00</u> |
| 55 gallon drums | \$ <u>6.79</u> /gl | 1100 | \$ <u>7469.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.38</u> /gl | 2500 | \$ <u>15950.00</u> |
| Total | | | \$ <u>27014.00</u> |

DISQ

Subsection 3.7

List brand Apache

| <u>SAE 10W</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|--------------------------|
| 5 gallon pails | \$ <u>6.93</u> /gl | 200 | \$ <u>1386.00</u> |
| 55 gallon drums | \$ <u>6.74</u> /gl | 1100 | \$ <u>7414.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.72</u> /gl | 1 | \$ <u>6.72</u> |
| Total | | | \$ <u>8806.72</u> |

Initials of Bidder: IS

Subsection 3.8

List brand Apache

| <u>SAE 30</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|--------------------------|
| Quart containers | \$ <u>1.83</u> /qt | 48 | \$ <u>87.84</u> |
| 5 gallon pails | \$ <u>6.93</u> /gl | 200 | \$ <u>1386.00</u> |
| 55 gallon drums | \$ <u>6.74</u> /gl | 220 | \$ <u>1482.80</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.72</u> /gl | 1 | \$ <u>6.72</u> |
| | Total | | \$ <u>2973.36</u> |

Subsection 3.9

List brand Apache

| <u>SAE 40</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|--------------------------|
| Quart containers | \$ <u>1.83</u> /qt | 1 | \$ <u>1.83</u> |
| 5 gallon pails | \$ <u>6.93</u> /gl | 100 | \$ <u>693.00</u> |
| 55 gallon drums | \$ <u>6.74</u> /gl | 110 | \$ <u>741.40</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.72</u> /gl | 1 | \$ <u>6.72</u> |
| | Total | | \$ <u>1442.95</u> |

Initials of Bidder: IS

Subsection 3.10

List brand Apache

| <u>SAE 50</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|--------------------------|
| Quart containers | \$ <u>1.83</u> /qt | 1 | \$ <u>1.83</u> |
| 5 gallon pails | \$ <u>6.93</u> /gl | 100 | \$ <u>693.00</u> |
| 55 gallon drums | \$ <u>6.74</u> /gl | 110 | \$ <u>741.40</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.72</u> /gl | 1 | \$ <u>6.72</u> |
| Total | | | \$ <u>1442.95</u> |

Subsection 3.11

List brand Apache

| <u>SAE 50 Heavy Duty Drive Train</u> <u>(Meets Cat's TO-4 Specification)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|--------------------------|
| 5 gallon pails | \$ <u>6.93</u> /gl | 250 | \$ <u>1732.50</u> |
| 55 gallon drums | \$ <u>6.74</u> /gl | 220 | \$ <u>1482.80</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.72</u> /gl | 1 | \$ <u>6.72</u> |
| Total | | | \$ <u>3222.02</u> |

Subsection 3.12

List brand Conoco Phillips

| <u>SAE 50 Heavy Duty Drive Train</u> <u>(Meets Eaton Roadranger PS-164 Rev 7)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|---------------------|----------------|--------------------------|
| 5 gallon pails | \$ <u>14.32</u> /gl | 250 | \$ <u>3580.00</u> |
| 55 gallon drums | \$ <u>13.58</u> /gl | 220 | \$ <u>2987.60</u> |
| Bulk delivery, 250 gallons or more | \$ <u>13.63</u> /gl | 1 | \$ <u>13.63</u> |
| Total | | | \$ <u>6581.23</u> |

Initials of Bidder: TS

Subsection 3.13

List brand Apache

| <u>Dexron III E ATF</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|-------------------------|--------------------|----------------|------------------|
| Quart containers | \$ <u>1.87</u> /qt | 120 | \$ <u>224.40</u> |
| 5 gallon pails | \$ <u>6.33</u> /gl | 50 | \$ <u>316.50</u> |
| 55 gallon drums | \$ <u>5.92</u> /gl | 1 | \$ <u>5.92</u> |
| | Total | | \$ <u>546.82</u> |

Subsection 3.14

List brand Apache

| <u>Mercon V ATF</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---------------------|---------------------|----------------|------------------|
| Quart containers | \$ <u>2.76</u> /qt | 120 | \$ <u>331.20</u> |
| 5 gallon pails | \$ <u>11.57</u> /gl | 50 | \$ <u>578.50</u> |
| 55 gallon drums | \$ <u>10.71</u> /gl | 1 | \$ <u>10.71</u> |
| | Total | | \$ <u>920.41</u> |

Subsection 3.15

List brand Apache

| <u>ATF + 4</u> | <u>Bid Price</u> |
|------------------|-----------------------|
| Quart containers | \$ <u>2.45</u> /quart |

Initials of Bidder: IS

Subsection 3.16

List brand Apache

| <u>Gear Oil 85-140 GL-5</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| 5# Pail | \$ <u>NA</u> /pail | 5 | \$ <u>NA</u> |
| 35# Pail | \$ <u>37.70</u> /pail | 10 | \$ <u>377.00</u> |
| | Total | | \$ <u>377.00</u> |

Subsection 3.17

List brand Apache

| <u>Gear Oil Syn 75w-140</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| 35# Pail | \$ <u>72.79</u> /pail | 10 | \$ <u>727.90</u> |

Subsection 3.18

List brand Apache

| <u>Hydraulic Oil-ISO 46</u> <u>(Denison HF-2, Vickers I-286-S)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| 5 gallon pails | \$ <u>4.78</u> /gl | 500 | \$ <u>2390.00</u> |
| 55 gallon drums | \$ <u>3.83</u> /gl | 1100 | \$ <u>4213.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>3.46</u> /gl | 1 | \$ <u>3.46</u> |
| | Total | | \$ <u>6606.46</u> |

Initials of Bidder: TS

Subsection 3.19

List brand Apache

| <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>4.78</u> /gl | 500 | \$ <u>2390.00</u> |
| 55 gallon drums | \$ <u>3.77</u> /gl | 1100 | \$ <u>4147.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>3.36</u> /gl | 1 | \$ <u>3.36</u> |

Subsection 3.20

List brand Apache

| <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>6.84</u> /gl | 500 | \$ <u>3420.00</u> |
| 55 gallon drums | \$ <u>6.60</u> /gl | 1100 | \$ <u>7260.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.54</u> /gl | 1000 | \$ <u>6540.00</u> |
| Total | | | \$ <u>17220.00</u> |

Subsection 3.21

List brand Shellzone

| <u>Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---------------------------------|--------------------|----------------|--------------------------|
| 1 gallon containers | \$ <u>5.25</u> /gl | 100 | \$ <u>525.00</u> |
| 55 gallon drums | \$ <u>6.41</u> /gl | 220 | \$ <u>1410.20</u> |
| Total | | | \$ <u>1935.20</u> |

Initials of Bidder: IS

Subsection 3.22

List brand Shell

| <u>Dex-Cool Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|---------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>9.80</u> /gl | 100 | \$ <u>980.00</u> |
| 55 gallon drums | \$ <u>10.73</u> /gl | 110 | \$ <u>1180.30</u> |
| | Total | | \$ <u>2160.30</u> |

Subsection 3.23

List brand Shell

| <u>Multi-vehicle Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|---------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>9.80</u> /gl | 100 | \$ <u>980.00</u> |
| 55 gallon drums | \$ <u>10.53</u> /gl | 110 | \$ <u>1158.30</u> |
| | Total | | \$ <u>2138.30</u> |

Subsection 3.24

List brand Shell

| <u>Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---------------------------------|--------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>4.99</u> /gl | 100 | \$ <u>499.00</u> |
| 55 gallon drums | \$ <u>4.79</u> /gl | 220 | \$ <u>1053.80</u> |
| | Total | | \$ <u>1552.80</u> |

Initials of Bidder: JS

Subsection 3.25

List brand Shell

| <u>Dex-Cool Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|--------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>6.79</u> /gl | 100 | \$ <u>679.00</u> |
| 55 gallon drums | \$ <u>6.90</u> /gl | 110 | \$ <u>759.00</u> |
| | Total | | \$ <u>1438.00</u> |

Subsection 3.26

List brand Shell

| <u>Multi-vehicle Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>6.79</u> /gl | 100 | \$ <u>679.00</u> |
| 55 gallon drums | \$ <u>7.07</u> /gl | 110 | \$ <u>777.70</u> |
| | Total | | \$ <u>1456.70</u> |

Subsection 3.27

List brand Shell

| <u>Grease Ultra-Duty EP2</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------|------------------------|----------------|-------------------|
| Per tube, in case lots | \$ <u>1.79</u> /tb | 1000 | \$ <u>1790.00</u> |
| 35# pail | \$ <u>50.31</u> /pail | 50 | \$ <u>2515.50</u> |
| 120# drum | \$ <u>172.50</u> /drum | 1 | \$ <u>172.50</u> |
| | Total | | \$ <u>4478.00</u> |

Initials of Bidder: FE

Subsection 3.28

List brand Shell Rhodina

Grease NLGI GC-LB calcium sulfonate

Bid Price

Per tube, in case lots

\$ 2.90 /tube

35# pail

\$ 109.88 /pail

120# drum

\$ 371.22 /drum

Initials of Bidder: TS

CONTRACT SHEET

Bid 11-010

THE STATE OF TEXAS
COUNTY OF FORT BEND

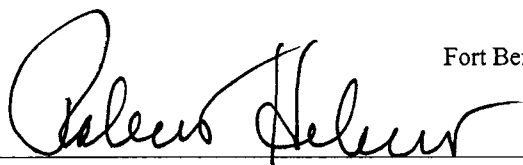
This memorandum of agreement made and entered into on the _____ day of _____, 20____, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Houston-Pasadena Apache Oil Co., LP
(company name)
(hereinafter designated contractor).

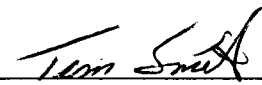
WITNESSETH:

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.

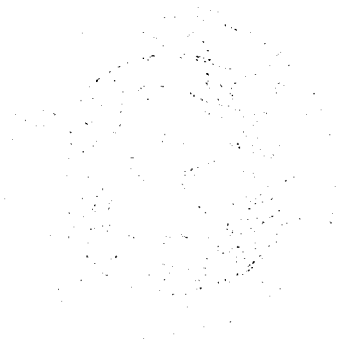
Executed at Richmond, Texas this _____ day of _____ 20_____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Tim Smith Account Representative
Printed Name and Title

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



***Term Contract for the Purchase of Oil and Lubricants
for Fort Bend County
BID 11-010***

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 26, 2010
1:30 PM (Central)**

MARK ENVELOPE:

**BID 11-010
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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax:281-341-8645**

**Prepared: 07/29/10
Issued: 08/03/10**

Vendor Information

Pumpelly Oil Company, LLC
Legal Name of Contracting Company

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

281-272-0115
Telephone Number

281-921-0153
Facsimile Number

Complete Mailing Address (for Correspondence)

Humble, Texas 77396
City, State and Zip Code


P.O.Box 2059, Sulphur, La. 70664
Complete Remittance Address (if different from above)

Sulphur, La. 70664
City, State and Zip Code

Crayton Nelson, Lubrication Engineer
Authorized Representative and Title (printed)

cnelson@pumpelly.com
Authorized Representative's Email Address

Clayton Nelson
Signature of Authorized Representative

Initials of Bidder: 

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: _____



- 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: _____



- 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: 

- 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: 

- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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: _____



- 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: LA

- 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: 65

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: 

- 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: 

- 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: 68

- 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: _____



4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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: _____

- 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 | \$ NB /qt |
| 1 gallon containers | \$ /gl |
| 55 gallon drums | \$ /gl |
| Bulk delivery, 250 gallons or more | \$ /gl |

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

Bid Price

| | |
|------------------------------------|-----------|
| Quart containers | \$ NB /qt |
| 1 gallon containers | \$ /gl |
| 55 gallon drums | \$ /gl |
| Bulk delivery, 250 gallons or more | \$ /gl |

Initials of Bidder: 

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

Quart containers

1 gallon containers

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

SAE 10W-40 SM,GF-4 Supreme

Quart containers

1 gallon containers

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

SAE 15W-40 CJ-4 Delo 400

Quart containers

1 gallon containers

5 gallon pail

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

\$ /gl

SAE 15W-40 CI-4+ Delo 400

Quart containers

1 gallon containers

5 gallon pail

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

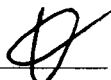
\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

\$ /gl

Initials of Bidder: 

SAE 10W Delo 400

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

SAE 30 Delo 400

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

SAE 40 Delo 400

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

SAE 50 Delo 400

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more


Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

Initials of Bidder: 

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

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /gl

\$ /gl

\$ /gl

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

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /gl

\$ /gl

\$ /gl

Dexron IIIE Automatic transmission fluid

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

Mercon V Automatic transmission fluid

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more


Bid Price

\$ NB /qt

\$ /gl

\$ /gl

\$ /gl

Initials of Bidder: 

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

5 gallon pails

Bid Price

\$ NB /gl

55 gallon drums

\$ /gl

Bulk delivery, 250 gallons or more

\$ /gl

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

Bid Price

5 gallon pails

\$ NB /gl

55 gallon drums

\$ /gl

Bulk delivery, 250 gallons or more

\$ /gl

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

Bid Price

5 gallon pails

\$ NB /gl

55 gallon drums

\$ /gl

Bulk delivery, 250 gallons or more

\$ /gl

Grease Ultra-Duty EP2

Bid Price

Per tube, in case lots

\$ NB /tube

35# pail

\$ /pail

120# keg

\$ /keg

Gear Oil 85-140 GL-5

Bid Price

5# pail

\$ NB /pail

35# pail

\$ /pail

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

Bid Price

Per tube, in case lots

\$ NB /tube

Initials of Bidder:

Section 2: Conoco/Phillips Products:

COP

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

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.09</u> /qt |
| 55 gallon drums | \$ <u>7.10</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.60</u> /gl |

COP

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

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.09</u> /qt |
| 55 gallon drums | \$ <u>7.10</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.60</u> /gl |

COP

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

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.07</u> /qt |
| 55 gallon drums | \$ <u>6.85</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.38</u> /gl |

COP

SAE 10W-40 SM ~~76~~ Super Motor Oil

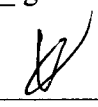
Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.16</u> /qt |
| 55 gallon drums | \$ <u>7.50</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>7.03</u> /gl |

SAE 15W-40 ~~CL-4~~ ~~76~~ ~~TX~~ ~~5~~ ~~15-40~~ CJ-4 COP Fleet Supreme EC

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.20</u> /qt |
| 1 gallon containers | \$ <u>9.15</u> /gl |
| 5 gallon pail | \$ <u>8.09</u> /gl |
| 55 gallon drums | \$ <u>7.31</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.81</u> /gl |

Initials of Bidder: 

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

Bid Price

| | |
|------------------------------------|-------------|
| Quart containers | \$ 2.45 /qt |
| 1 gallon containers | \$ 9.38 /gl |
| 5 gallon pail | \$ 8.71 /gl |
| 55 gallon drums | \$ 7.91 /gl |
| Bulk delivery, 250 gallons or more | \$ 7.35 /gl |

COP

SAE 10W ~~76~~PSX 10

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 7.80 /gl |
| 55 gallon drums | \$ 7.10 /gl |
| Bulk delivery, 250 gallons or more | \$ 6.55 /gl |

COP

SAE 30 ~~76~~PSX 30

Bid Price


| | |
|------------------------------------|-------------|
| Quart containers | \$ 2.14 /qt |
| 5 gallon pails | \$ 7.92 /gl |
| 55 gallon drums | \$ 7.16 /gl |
| Bulk delivery, 250 gallons or more | \$ 6.65 /gl |

COP

SAE 40 ~~76~~PSX 40

Bid Price

| | |
|------------------------------------|-------------|
| Quart containers | \$ 2.27 /qt |
| 5 gallon pails | \$ 8.15 /gl |
| 55 gallon drums | \$ 7.37 /gl |
| Bulk delivery, 250 gallons or more | \$ 6.89 /gl |

Initials of Bidder: 

COP
SAE 50 ~~TSX~~ 50

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 8.13 /gl |
| 55 gallon drums | \$ 7.34 /gl |
| Bulk delivery, 250 gallons or more | \$ 6.93 /gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 8.89 /gl |
| 55 gallon drums | \$ 8.09 /gl |
| Bulk delivery, 250 gallons or more | \$ 7.63 /gl |

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


Bid Price

| | |
|------------------------------------|--------------|
| 5 gallon pails | \$ 25.70 /gl |
| 55 gallon drums | \$ 25.85 /gl |
| Bulk delivery, 250 gallons or more | \$ 25.85 /gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| Quart containers | \$ 2.14 /qt |
| 5 gallon pails | \$ 7.56 /gl |
| 55 gallon drums | \$ 6.77 /gl |
| Bulk delivery, 250 gallons or more | \$ 6.30 /gl |

Initials of Bidder: 

Mercon V Automatic transmission fluid

Bid Price

| | |
|------------------------------------|-------------|
| Quart containers | \$ 2.44 /qt |
| 5 gallon pails | \$ 9.80 /gl |
| 55 gallon drums | \$ 9.00 /gl |
| Bulk delivery, 250 gallons or more | \$ 8.53 /gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 6.57 /gl |
| 55 gallon drums | \$ 5.79 /gl |
| Bulk delivery, 250 gallons or more | \$ 5.32 /gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 6.75 /gl |
| 55 gallon drums | \$ 5.97 /gl |
| Bulk delivery, 250 gallons or more | \$ 5.50 /gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 7.26 /gl |
| 55 gallon drums | \$ 6.48 /gl |
| Bulk delivery, 250 gallons or more | \$ 6.01 /gl |

Initials of Bidder: 

Grease NLGI GC-LB calcium sulfonate

Per tube, in case lots

Bid Price

\$ 2.30 /tube

35# pail

\$ 95.25 /pail

120# drum

\$ 315.00 /drum

COP

Gear Oil 85-140 GL-5/MP-1 ~~85~~ MP Gear Lube

5 Gallon

Bid Price

~~5~~ pail

\$ 40.95 /pail

35# pail

\$ 40.95 /pail

120# drum

\$ 127.50 /pail

Initials of Bidder: _____



Section 3: Other:

Subsection 3.1


List brand _____

| <u>SAE 5W-20 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| Quart containers | \$NB _____/qt | 960 | \$ _____ |
| 5 gallon pails | \$ _____/gl | 1 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 1 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| | Total | | \$ _____ |

Subsection 3.2

List brand _____

| <u>SAE 5W-30 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| Quart containers | \$NB _____/qt | 960 | \$ _____ |
| 5 gallon pails | \$ _____/gl | 1 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 1 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| | Total | | \$ _____ |

Initials of Bidder: 

Subsection 3.3


List brand _____

| <u>SAE 10W-30 SM/GF-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| Quart containers | \$ <u>NB</u> /qt | 720 | \$ _____ |
| 5 gallon pails | \$ _____ /gl | 1 | \$ _____ |
| 55 gallon drums | \$ _____ /gl | 1 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____ /gl | 1 | \$ _____ |
| | Total | | \$ _____ |

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>NB</u> /qt | 1 | \$ _____ |
| 5 gallon pails | \$ _____ /gl | 1 | \$ _____ |
| 55 gallon drums | \$ _____ /gl | 1 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____ /gl | 1 | \$ _____ |
| | Total | | \$ _____ |

Initials of Bidder: 

Subsection 3.5

List brand _____

| <u>SAE 15W-40 SM/CJ-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| Quart containers | \$ <u>NB</u> /qt | 1200 | \$ _____ |
| 5 gallon pails | \$ <u> </u> /gl | 500 | \$ _____ |
| 55 gallon drums | \$ <u> </u> /gl | 1100 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ <u> </u> /gl | 2500 | \$ _____ |
| | Total | | \$ _____ |

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>NB</u> /qt | 1200 | \$ _____ |
| 5 gallon pails | \$ <u> </u> /gl | 500 | \$ _____ |
| 55 gallon drums | \$ <u> </u> /gl | 1100 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ <u> </u> /gl | 2500 | \$ _____ |
| | Total | | \$ _____ |

Subsection 3.7

List brand _____

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

Initials of Bidder: 

Subsection 3.8


List brand _____

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

Subsection 3.9

List brand _____

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

Initials of Bidder:  _____

Subsection 3.10

List brand _____

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

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 | \$ NB /gl | 250 | \$ _____ |
| 55 gallon drums | \$ _____ /gl | 220 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____ /gl | 1 | \$ _____ |
| | Total | | \$ _____ |

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 | \$ NB /gl | 250 | \$ _____ |
| 55 gallon drums | \$ _____ /gl | 220 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____ /gl | 1 | \$ _____ |
| | Total | | \$ _____ |

Initials of Bidder: 

Subsection 3.13

List brand _____

| <u>Dexron III ATF</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|-----------------------|------------------|----------------|-----------------|
| Quart containers | \$ <u>NB</u> /qt | 120 | \$ _____ |
| 5 gallon pails | \$ <u> </u> /gl | 50 | \$ _____ |
| 55 gallon drums | \$ <u> </u> /gl | 1 | \$ _____ |
| | Total | | \$ _____ |

Subsection 3.14

List brand _____

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

Subsection 3.15

List brand Chevron

| <u>ATF + 4</u> | <u>Bid Price</u> |
|------------------|-----------------------|
| Quart containers | \$ <u>4.35</u> /quart |

Initials of Bidder: 

Subsection 3.16

List brand _____

| <u>Gear Oil 85-140 GL-5</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| 5# Pail | \$ NB /pail | 5 | \$ _____ |
| 35# Pail | \$ /pail | 10 | \$ _____ |
| | Total | | \$ _____ |

Subsection 3.17


List brand ConocoPhillips Triton Syn Gear

| <u>Gear Oil Syn 75w-⁹⁰140</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|---------------------|
| 80W-140 | \$ 114.50 | /pail 10 | \$ 1145.00 |
| 35# Pail | | | |

Subsection 3.18

List brand _____

| <u>Hydraulic Oil-ISO 46</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| <u>(Denison HF-2, Vickers I-286-S)</u> | | | |
| 5 gallon pails | \$ NB /gl | 500 | \$ _____ |
| 55 gallon drums | \$ /gl | 1100 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ /gl | 1 | \$ _____ |
| | Total | | \$ _____ |

Initials of Bidder: 

Subsection 3.19

List brand _____

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

Subsection 3.20

List brand _____

| <u>Universal Tractor Hydraulic Oil</u> <u>(Must meet Allison C-3/C-4 specifications,</u> <u>and all tractor hydraulic systems and transmissions)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| 5 gallon pails | \$ <u>NB</u> /gl | 500 | \$ _____ |
| 55 gallon drums | \$ <u> </u> /gl | 1100 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ <u> </u> /gl | 1000 | \$ _____ |
| Total | | | \$ _____ |

Subsection 3.21

List brand Peak Full Force

| <u>Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|--------------------------|
| 1 gallon containers | \$ <u>6.40</u> /gl | 100 | \$ <u>640.00</u> |
| 55 gallon drums | \$ <u>6.60</u> /gl | 220 | \$ <u>1452.00</u> |
| Total | | | \$ <u>2092.00</u> |

Initials of Bidder: _____



Subsection 3.22

List brand Peak Full Force

| <u>Dex-Cool Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| 1 gallon containers | \$ <u>6.40</u> /gl | 100 | \$ <u>640.00</u> |
| 55 gallon drums | \$ <u>6.60</u> /gl | 110 | \$ <u>726.00</u> |
| | Total | | \$ <u>1366.00</u> |

Subsection 3.23

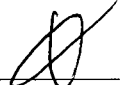
List brand Peak Full Force

| <u>Multi-vehicle Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|---------------------|
| 1 gallon containers | \$ <u>6.40</u> /gl | 100 | \$ <u>640.00</u> |
| 55 gallon drums | \$ <u>6.60</u> /gl | 110 | \$ <u>726.00</u> |
| | Total | | \$ <u>1366.00</u> |

Subsection 3.24

List brand Peak Full Force

| <u>Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|---------------------|
| 1 gallon containers | \$ <u>4.89</u> /gl | 100 | \$ <u>489.00</u> |
| 55 gallon drums | \$ <u>4.25</u> /gl | 220 | \$ <u>935.00</u> |
| | Total | | \$ <u>1424.00</u> |

Initials of Bidder: 

Subsection 3.25

List brand Peak Full Force

| <u>Dex-Cool Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|--------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>7.49</u> /gl | 100 | \$ <u>749.00</u> |
| 55 gallon drums | \$ <u>4.20</u> /gl | 110 | \$ <u>462.00</u> |
| | Total | | \$ <u>1211.00</u> |

Subsection 3.26


List brand Peak Full Force

| <u>Multi-vehicle Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|-------------------|
| 1 gallon containers | \$ <u>6.28</u> /gl | 100 | \$ <u>628.00</u> |
| 55 gallon drums | \$ <u>4.20</u> /gl | 110 | \$ <u>462.00</u> |
| | Total | | \$ <u>1090.00</u> |

Subsection 3.27

List brand ConocoPhillips, Super-Sta #2 Grease

| <u>Grease Ultra-Duty EP2</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------|------------------------|----------------|-------------------|
| Per tube, in case lots | \$ <u>1.53</u> /tb | 1000 | \$ <u>1530.00</u> |
| 35# pail | \$ <u>63.75</u> /pail | 50 | \$ <u>3187.50</u> |
| 120# drum | \$ <u>211.00</u> /drum | 1 | \$ <u>211.00</u> |
| | Total | | \$ <u>4928.50</u> |

Initials of Bidder: 

Subsection 3.28

List brand _____

Grease NLGI GC-LB calcium sulfonate

Bid Price

Per tube, in case lots

\$ NB /tube

35# pail

\$ /pail

120# drum

\$ /drum

CONTRACT SHEET

Bid #11-010

THE STATE OF TEXAS
COUNTY OF FORT BEND

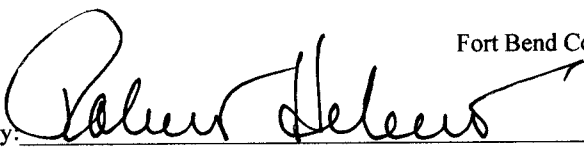
This memorandum of agreement made and entered into on the _____ day of _____, 20____, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and Pumpelly Oil Company, LLC
(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 _____ day of _____, 20____.

By:  Fort Bend County, Texas
County Judge

By: 
Signature of Contractor

By: Crayton Nelson, Lubrication Engineer
Printed Name and Title

Fort Bend County Specification Download Acknowledgment



***Invitation for Bid
Term Contract for Purchase of Oil and Lubricants
BID 11-010***

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.

ADA Resources, INC.

Legal Name of Contracting Company

Ryan Hegefeld - Operations

Contact Person

6603 Kirbyville Drive, Houston Texas, 77033

Complete Mailing Address

713-640-0100

Telephone Number

713-644-9279

Facsimile Number

ryanh@adaresources.com

Email Address

RN Hege

Signature

08-24-2010

Date

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



**Term Contract for the Purchase of Oil and Lubricants
for Fort Bend County
BID 11-010**

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-010
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
[kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us) or
Fax: 281-341-8645

Prepared: 07/29/10
Issued: 08/03/10

Vendor Information

ADA Resources, INC.

Legal Name of Contracting Company

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

713-640-0100

Telephone Number

713-644-9279

Facsimile Number

6603 Kirbyville Drive

Complete Mailing Address (for Correspondence)

Houston, Texas, 77033

City, State and Zip Code

Same as Above

Complete Remittance Address (if different from above)

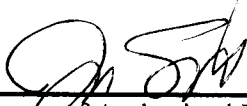
City, State and Zip Code

Jim Smith - President

Authorized Representative and Title (printed)

jims@adaresources.com

Authorized Representative's Email Address



Signature of Authorized Representative



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.



- 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: _____



- 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: _____



- 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.



- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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.



- 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.



- 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.



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:



- 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.




- 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: 

- 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: 

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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:



- 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>N/A</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</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>N/A</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl |

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

Quart containers

Bid Price

\$ N/A /qt

1 gallon containers

\$ N/A /gl

55 gallon drums

\$ N/A /gl

Bulk delivery, 250 gallons or more

\$ N/A /gl

SAE 10W-40 SM,GF-4 Supreme

Quart containers

Bid Price

\$ N/A /qt

1 gallon containers

\$ N/A /gl

55 gallon drums

\$ N/A /gl

Bulk delivery, 250 gallons or more

\$ N/A /gl

SAE 15W-40 CJ-4 Delo 400

Quart containers

Bid Price

\$ N/A /qt

1 gallon containers

\$ N/A /gl

5 gallon pail

\$ N/A /gl

55 gallon drums

\$ N/A /gl

Bulk delivery, 250 gallons or more

\$ N/A /gl

SAE 15W-40 CI-4+ Delo 400

Quart containers

Bid Price

\$ N/A /qt

1 gallon containers

\$ N/A /gl

5 gallon pail

\$ N/A /gl

55 gallon drums

\$ N/A /gl

Bulk delivery, 250 gallons or more

\$ N/A /gl

Initials of Bidder:



SAE 10W Delo 400

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ N/A /qt

\$ N/A /gl

\$ N/A /gl

\$ N/A /gl

SAE 30 Delo 400

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ N/A /qt

\$ N/A /gl

\$ N/A /gl

\$ N/A /gl

SAE 40 Delo 400

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ N/A /qt

\$ N/A /gl

\$ N/A /gl

\$ N/A /gl

SAE 50 Delo 400

Quart containers

5 gallon pails

55 gallon drums

Bulk delivery, 250 gallons or more

Bid Price

\$ N/A /qt

\$ N/A /gl

\$ N/A /gl

\$ N/A /gl

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

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

Dexron IIIE Automatic transmission fluid

Bid Price

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

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

5 gallon pails

Bid Price

\$ N/A /gl

55 gallon drums

\$ N/A /gl

Bulk delivery, 250 gallons or more

\$ N/A /gl

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

5 gallon pails

Bid Price

\$ N/A /gl

55 gallon drums

\$ N/A /gl

Bulk delivery, 250 gallons or more

\$ N/A /gl

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

5 gallon pails

Bid Price

\$ N/A /gl

55 gallon drums

\$ N/A /gl

Bulk delivery, 250 gallons or more

\$ N/A /gl

Grease Ultra-Duty EP2

Per tube, in case lots

Bid Price

\$ N/A /tube

35# pail

\$ N/A /pail

120# keg

\$ N/A /keg

Gear Oil 85-140 GL-5

5# pail

Bid Price

\$ N/A /pail

35# pail

\$ N/A /pail

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

Per tube, in case lots

Bid Price

\$ N/A /tube



Section 2: Conoco/Phillips Products:

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

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>1.94</u> /qt |
| 55 gallon drums | \$ <u>6.91</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.51</u> /gl |

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

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>1.92</u> /qt |
| 55 gallon drums | \$ <u>6.91</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.51</u> /gl |

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

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>1.92</u> /qt |
| 55 gallon drums | \$ <u>6.71</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.31</u> /gl |

SAE 10W-40 SM76 Super Motor Oil

Bid Price


ConocoPhillips, Kendall, GT-1 HP(ti)10w40

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.04</u> /qt |
| 55 gallon drums | \$ <u>7.60</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>7.20</u> /gl |

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

Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.01</u> /qt |
| 1 gallon containers | \$ <u>8.02</u> /gl |
| 5 gallon pail | \$ <u>7.30</u> /gl |
| 55 gallon drums | \$ <u>6.70</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.35</u> /gl |

Initials of Bidder: 

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

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.27</u> /qt |
| 1 gallon containers | \$ <u>8.74</u> /gl |
| 5 gallon pail | \$ <u>7.95</u> /gl |
| 55 gallon drums | \$ <u>7.35</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.95</u> /gl |

SAE 10W 76 T5X 10

| | |
|------------------------------------|-------------------------|
| | <u>Bid Price</u> |
| 5 gallon pails | \$ <u>7.20</u> /gl |
| 55 gallon drums | \$ <u>6.60</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.45</u> /gl |

SAE 30 76 T5X 30

| | |
|---|-------------------------|
| | <u>Bid Price</u> |
| Quart containers This product only - ConocoPhillips, Super HD II, 30 | \$ <u>1.99</u> /qt |
| 5 gallon pails | \$ <u>7.45</u> /gl |
| 55 gallon drums Pail/Drums/Bulk= 76 T5X 30 | \$ <u>6.85</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.70</u> /gl |

SAE 40 76 T5X 40

| | |
|--|-------------------------|
| | <u>Bid Price</u> |
| Quart containers This product only - ConocoPhillips, HD Fleet, 40 | \$ <u>2.15</u> /qt |
| 5 gallon pails | \$ <u>7.55</u> /gl |
| 55 gallon drums Pail/Drums/Bulk = 76 T5X 40 | \$ <u>6.95</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.80</u> /gl |



SAE 50 T5X 50

| | |
|------------------------------------|--------------------|
| 5 gallon pails | \$ <u>7.55</u> /gl |
| 55 gallon drums | \$ <u>6.95</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.80</u> /gl |

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

| | |
|------------------------------------|--------------------|
| 5 gallon pails | \$ <u>8.20</u> /gl |
| 55 gallon drums | \$ <u>7.60</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>7.43</u> /gl |

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

ConocoPhillips, Triton SYN Transoil, 50

| | |
|------------------------------------|---------------------|
| 5 gallon pails | \$ <u>22.40</u> /gl |
| 55 gallon drums | \$ <u>22.90</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl |

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

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>1.98</u> /qt |
| 5 gallon pails | \$ <u>7.05</u> /gl |
| 55 gallon drums | \$ <u>6.70</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>6.30</u> /gl |



Mercon V Automatic transmission fluid

Bid Price

| | |
|------------------------------------|-------------|
| Quart containers | \$ 2.30 /qt |
| 5 gallon pails | \$ 9.00 /gl |
| 55 gallon drums | \$ 8.65 /gl |
| Bulk delivery, 250 gallons or more | \$ 8.25 /gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 6.05 /gl |
| 55 gallon drums | \$ 5.45 /gl |
| Bulk delivery, 250 gallons or more | \$ 5.30 /gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 6.30 /gl |
| 55 gallon drums | \$ 5.70 /gl |
| Bulk delivery, 250 gallons or more | \$ 5.55 /gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ 7.00 /gl |
| 55 gallon drums | \$ 6.40 /gl |
| Bulk delivery, 250 gallons or more | \$ 6.00 /gl |

Grease NLGI GC-LB calcium sulfonate

Per tube, in case lots

35# pail

120# drum

Bid Price

\$ 1.92 /tube

\$ 83.30 /pail

\$ 273.60 /drum

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

5# pail

35# pail

120# drum

Bid Price

\$ N/A /pail

\$ 38.85 /pail

\$ 123.60 /pail

Section 3: Other:

Subsection 3.1

List 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>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.2

List 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>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.3

List 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>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</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>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |



Subsection 3.5

List 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>N/A</u> /gl | 500 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1100 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 2500 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</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>N/A</u> /gl | 500 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1100 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 2500 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.7

List brand _____

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

Subsection 3.8

List brand _____

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

Subsection 3.9

List brand _____

| <u>SAE 40</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>N/A</u> /gl | 100 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 110 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.10

List brand _____

| <u>SAE 50</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>N/A</u> /gl | 100 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 110 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

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 | \$ <u>N/A</u> /gl | 250 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 220 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

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 | \$ <u>N/A</u> /gl | 250 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 220 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Initials of Bidder: _____

Subsection 3.13

List 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>N/A</u> /gl | 50 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.14

List brand _____

| <u>Mercon V 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>N/A</u> /gl | 50 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.15

List brand _____

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

Subsection 3.16

List 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>N/A</u> /pail | 10 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</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 _____

| <u>Hydraulic Oil-ISO 46</u> <u>(Denison HF-2, Vickers I-286-S)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| 5 gallon pails | \$ <u>N/A</u> /gl | 500 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1100 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |



Subsection 3.19

List brand _____

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

Subsection 3.20

List brand _____

| <u>Universal Tractor Hydraulic Oil</u> <u>(Must meet Allison C-3/C-4 specifications,</u> <u>and all tractor hydraulic systems and transmissions)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| 5 gallon pails | \$ <u>N/A</u> /gl | 500 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 1100 | \$ <u>N/A</u> |
| Bulk delivery, 250 gallons or more | \$ <u>N/A</u> /gl | 1000 | \$ <u>N/A</u> |
| Total | | | \$ <u>N/A</u> |

Subsection 3.21

List brand ALL-TEMP Green Concentrate

| <u>Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|---------------------|
| 1 gallon containers | \$ <u>9.75</u> /gl | 100 | \$ <u>975.00</u> |
| 55 gallon drums | \$ <u>6.50</u> /gl | 220 | \$ <u>1,430.00</u> |
| Total | | | \$ <u>2,405.00</u> |

Subsection 3.22

List brand _____

| <u>Dex-Cool Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| 1 gallon containers | \$ <u>N/A</u> /gl | 100 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 110 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.23

List brand _____

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

Subsection 3.24

List brand _____

| <u>Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|---------------------|
| 1 gallon containers | \$ <u>N/A</u> /gl | 100 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 220 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.25

List brand _____

| <u>Dex-Cool Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| 1 gallon containers | \$ <u>N/A</u> /gl | 100 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 110 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.26

List brand _____

| <u>Multi-vehicle Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|-------------------------|-----------------------|---------------------|
| 1 gallon containers | \$ <u>N/A</u> /gl | 100 | \$ <u>N/A</u> |
| 55 gallon drums | \$ <u>N/A</u> /gl | 110 | \$ <u>N/A</u> |
| | Total | | \$ <u>N/A</u> |

Subsection 3.27

List brand ConocoPhillips, Dynalife, HT#2

| <u>Grease Ultra-Duty EP2</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|-------------------------------------|-------------------------|-----------------------|---------------------|
| Per tube, in case lots | \$ <u>1.57</u> /tb | 1000 | \$ <u>1570.00</u> |
| 35# pail | \$ <u>63.00</u> /pail | 50 | \$ <u>3,150.00</u> |
| 120# drum | \$ <u>210.00</u> /drum | 1 | \$ <u>210.00</u> |
| | Total | | \$ <u>4,930.00</u> |

Initials of Bidder: _____

Subsection 3.28

List brand _____

Grease NLGI GC-LB calcium sulfonate

Bid Price

Per tube, in case lots

\$ N/A /tube

35# pail

\$ N/A /pail

120# drum

\$ N/A /drum

A handwritten signature in black ink, consisting of a stylized, cursive 'D' or similar character, written over a horizontal line.

CONTRACT SHEET

Bid # 11-010

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

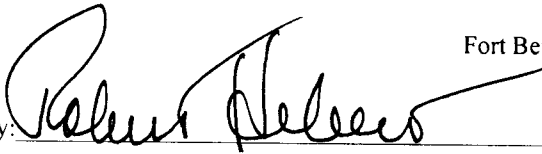
This memorandum of agreement made and entered into on the _____ day of _____, 20____, by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and _____
(company name)
(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 _____ day of _____, 20____.

By:  _____
Fort Bend County, Texas
County Judge

By:  _____
Signature of Contractor

By: Jim Smith, President
Printed Name and Title

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



**Term Contract for the Purchase of Oil and Lubricants
for Fort Bend County
BID 11-010**

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 26, 2010
1:30 PM (Central)

MARK ENVELOPE:

BID 11-010
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 or
Fax:281-341-8645

Vendor Information

Sun Coast Resources, Inc.

Legal Name of Contracting Company

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

713-844-9604

Telephone Number

713-429-8425

Facsimile Number

6922 Cavalcade

Complete Mailing Address (for Correspondence)

Houston, TX 77028

City, State and Zip Code

Complete Remittance Address (if different from above)

City, State and Zip Code

Scott Fancher, Oil Director

Authorized Representative and Title (printed)

sfancher@suncoastresources.com / eziebell@suncoastresources.com

Authorized Representative's Email Address

Signature of Authorized Representative

Initials of Bidder.


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



- 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: 

- 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.



- 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.



- 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. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 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:



- 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.

- 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.

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.

- 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.

- 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.

- 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.

4.0 PERIOD OF CONTRACT:

This contract is for the period **1 October 2010 through 30 September 2011**, renewable annually for four (4) years (through 30 September 2015) 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



- 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 [kaminsk@co.fort-bend.tx.us](mailto:kaminskd@co.fort-bend.tx.us).

10.0 PRODUCT REQUIREMENTS:

Section 1: Chevron Products.

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

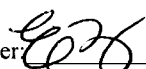
Bid Price

| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.75</u> /qt |
| 1 gallon containers | \$ _____ /gl |
| 55 gallon drums | \$ <u>9.87</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>8.65</u> /gl |

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

Bid Price

| | |
|------------------------------------|---------------------|
| Quart containers | \$ <u>2.75</u> /qt |
| 1 gallon containers | \$ <u>16.67</u> /gl |
| 55 gallon drums | \$ <u>10.25</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>8.40</u> /gl |

Initials of Bidder 

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

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ <u>2.55</u> /qt |
| 1 gallon containers | \$ <u>10.99</u> /gl |
| 55 gallon drums | \$ <u>10.05</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>8.25</u> /gl |

SAE 10W-40 SM,GF-4 Supreme

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ <u>2.55</u> /qt |
| 1 gallon containers | \$ <u>16.67</u> /gl |
| 55 gallon drums | \$ <u>11.31</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>9.10</u> /gl |

SAE 15W-40 CJ-4 Delo 400

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ <u>2.99</u> /qt |
| 1 gallon containers | \$ <u>11.96</u> /gl |
| 5 gallon pail | \$ <u>11.89</u> /gl |
| 55 gallon drums | \$ <u>11.35</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>10.32</u> /gl |

SAE 15W-40 CI-4+ Delo 400

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ _____ /qt |
| 1 gallon containers | \$ _____ /gl |
| 5 gallon pail | \$ <u>11.22</u> /gl |
| 55 gallon drums | \$ <u>10.88</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>9.85</u> /gl |

Initials of Bidder



SAE 10W Delo 400

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ _____/qt |
| 5 gallon pails | \$ <u>11.29</u> /gl |
| 55 gallon drums | \$ <u>10.75</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>9.72</u> /gl |

SAE 30 Delo 400


| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ <u>2.69</u> /qt |
| 5 gallon pails | \$ <u>11.29</u> /gl |
| 55 gallon drums | \$ <u>10.75</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>9.72</u> /gl |

SAE 40 Delo 400

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ <u>2.69</u> /qt |
| 5 gallon pails | \$ <u>11.29</u> /gl |
| 55 gallon drums | \$ <u>10.75</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>9.72</u> /gl |

SAE 50 Delo 400

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ _____/qt |
| 5 gallon pails | \$ <u>11.48</u> /gl |
| 55 gallon drums | \$ <u>10.94</u> /gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

Initials of Bidder: 

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

Bid Price

| | |
|------------------------------------|---------------------|
| 5 gallon pails | \$ <u>11.68</u> /gl |
| 55 gallon drums | \$ <u>11.15</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>10.10</u> /gl |

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

Bid Price

| | |
|------------------------------------|---------------------|
| 5 gallon pails | \$ <u>25.55</u> /gl |
| 55 gallon drums | \$ <u>25.05</u> /gl |
| Bulk delivery, 250 gallons or more | \$ _____ /gl |

Dexron IIIE Automatic transmission fluid

Bid Price


| | |
|------------------------------------|--------------------|
| Quart containers | \$ <u>2.45</u> /qt |
| 5 gallon pails | \$ <u>9.74</u> /gl |
| 55 gallon drums | \$ <u>8.79</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>8.20</u> /gl |

Mercon V Automatic transmission fluid

Bid Price

| | |
|------------------------------------|---------------------|
| Quart containers | \$ <u>3.44</u> /qt |
| 5 gallon pails | \$ _____ /gl |
| 55 gallon drums | \$ <u>13.06</u> /gl |
| Bulk delivery, 250 gallons or more | \$ _____ /gl |

Initials of Bidder:



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

Bid Price

| | |
|------------------------------------|--------------------|
| 5 gallon pails | \$ <u>7.25</u> /gl |
| 55 gallon drums | \$ <u>6.75</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>5.65</u> /gl |

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

Bid Price

| | |
|------------------------------------|--------------------|
| 5 gallon pails | \$ <u>7.25</u> /gl |
| 55 gallon drums | \$ <u>6.75</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>5.65</u> /gl |

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

Bid Price

| | |
|------------------------------------|---------------------|
| 5 gallon pails | \$ <u>10.20</u> /gl |
| 55 gallon drums | \$ <u>9.60</u> /gl |
| Bulk delivery, 250 gallons or more | \$ <u>8.60</u> /gl |

Grease Ultra-Duty EP2

Bid Price

| | |
|------------------------|-----------------------|
| Per tube, in case lots | \$ <u>2.10</u> /tube |
| 35# pail | \$ <u>75.95</u> /pail |
| 120# keg | \$ <u>258.00</u> /keg |

Gear Oil 85-140 GL-5

Bid Price

| | |
|----------|-----------------------|
| 5# pail | \$ _____ /pail |
| 35# pail | \$ <u>58.45</u> /pail |

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

Bid Price

| | |
|------------------------|----------------------|
| Per tube, in case lots | \$ <u>2.80</u> /tube |
|------------------------|----------------------|

Initials of Bidder



Section 2: Conoco/Phillips Products:

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

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$_____/qt |
| 55 gallon drums | \$_____/gl |
| Bulk delivery, 250 gallons or more | \$_____/gl |

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

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$_____/qt |
| 55 gallon drums | \$_____/gl |
| Bulk delivery, 250 gallons or more | \$_____/gl |

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


| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$_____/qt |
| 55 gallon drums | \$_____/gl |
| Bulk delivery, 250 gallons or more | \$_____/gl |

SAE 10W-40 SM76 Super Motor Oil

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$_____/qt |
| 55 gallon drums | \$_____/gl |
| Bulk delivery, 250 gallons or more | \$_____/gl |

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

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

Initials of Bidder: 

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

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

SAE 10W 76 T5X 10


| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

SAE 30 76 T5X 30

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ _____/qt |
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

SAE 40 76 T5X 40

| | <u>Bid Price</u> |
|------------------------------------|-------------------------|
| Quart containers | \$ _____/qt |
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

Initials of Bidder 

SAE 50 T5X 50

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| Quart containers | \$ _____/qt |
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

Initials of Bidder



Mercon V Automatic transmission fluid

Bid Price

| | |
|------------------------------------|-------------|
| Quart containers | \$ _____/qt |
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

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

Bid Price

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

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

| | |
|------------------------------------|-------------|
| 5 gallon pails | \$ _____/gl |
| 55 gallon drums | \$ _____/gl |
| Bulk delivery, 250 gallons or more | \$ _____/gl |

Grease NLGI GC-LB calcium sulfonate

Per tube, in case lots

Bid Price

\$ _____/tube

35# pail

\$ _____/pail

120# drum

\$ _____/drum

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

5# pail

\$ _____/pail

35# pail

\$ _____/pail

120# drum

\$ _____/pail

Section 3: Other:

Subsection 3.1

List brand _____

| <u>SAE 5W-20 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| Quart containers | \$ _____/qt | 960 | \$ _____ |
| 5 gallon pails | \$ _____/gl | 1 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 1 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| Total | | | \$ _____ |

Subsection 3.2

List brand Sun Coast 5W30/GF-4

| <u>SAE 5W-30 SM/GF-4 Motor Oil</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| Quart containers | \$ _____/qt | 960 | \$ _____ |
| 5 gallon pails | \$ _____/gl | 1 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 1 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ <u>5.90</u> /gl | 1 | \$ <u>5.90</u> |
| Total | | | \$ _____ |

DISQ

Subsection 3.3

List brand Sun Coast 10W30 GF-4

| <u>SAE 10W-30 SM/GF-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|-----------------|
| Quart containers | \$ _____/qt | 720 | \$ _____ |
| 5 gallon pails | \$ _____/gl | 1 | \$ _____ |
| 55 gallon drums | \$ <u>6.62</u> /gl | 1 | \$ <u>6.62</u> |
| Bulk delivery, 250 gallons or more | \$ <u>5.59</u> /gl | 1 | \$ <u>5.59</u> |
| Total | | | \$ _____ |

DISC

Subsection 3.4

List brand _____

| <u>SAE 10W-40 SM</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|------------------|----------------|-----------------|
| Quart containers | \$ _____/qt | 1 | \$ _____ |
| 5 gallon pails | \$ _____/gl | 1 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 1 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| Total | | | \$ _____ |

Initials of Bidder: EOZ

Subsection 3.5

List brand Sun Coast 15W40 CJ-4

| <u>SAE 15W-40 SM/CJ-4</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|---------------------|
| Quart containers | \$ _____/qt | 1200 | \$ _____ |
| 5 gallon pails | \$ <u>7.95</u> /gl | 500 | \$ <u>3,975.00</u> |
| 55 gallon drums | \$ <u>7.40</u> /gl | 1100 | \$ <u>8,140.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>6.50</u> /gl | 2500 | \$ <u>16,250.00</u> |
| Total | | | \$ _____ |

DISQ

Subsection 3.6

List brand Sun Coast 15W40 CI-4+

| <u>SAE 15W-40 CI-4+</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|--------------------|----------------|---------------------|
| Quart containers | \$ _____/qt | 1200 | \$ _____ |
| 5 gallon pails | \$ <u>7.50</u> /gl | 500 | \$ <u>3,750.00</u> |
| 55 gallon drums | \$ _____/gl | 1100 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ <u>5.65</u> /gl | 2500 | \$ <u>14,125.00</u> |
| Total | | | \$ _____ |

DISQ

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 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 1100 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| Total | | | \$ _____ |

Initials of Bidder

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Subsection 3.8

List brand _____

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

Subsection 3.9

List brand Sun Coast 40W

| <u>SAE 40</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| Quart containers | \$ _____/qt | 1 | \$ _____ |
| 5 gallon pails | \$ <u>5.35</u> /gl | 100 | \$ <u>535.00</u> |
| 55 gallon drums | \$ <u>4.80</u> /gl | 110 | \$ <u>528.00</u> |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| | Total | | \$ _____ |

DISQ

Initials of Bidder: EOJ

Subsection 3.10

List brand _____

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

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 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 220 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| | Total | | \$ _____ |

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 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 220 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| | Total | | \$ _____ |



Subsection 3.13

List brand Sun Coast ATF Dexron III

| <u>Dexron III E ATF</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|-------------------------|--------------------|----------------|------------------|
| Quart containers | \$ _____ /qt | 120 | \$ _____ |
| 5 gallon pails | \$ <u>6.80</u> /gl | 50 | \$ <u>340.00</u> |
| 55 gallon drums | \$ <u>6.25</u> /gl | 1 | \$ <u>6.25</u> |
| Total | | | \$ _____ |

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 | \$ _____ |
| 5 gallon pails | \$ _____ /gl | 50 | \$ _____ |
| 55 gallon drums | \$ _____ /gl | 1 | \$ _____ |
| Total | | | \$ _____ |

Subsection 3.15

List brand _____

| <u>ATF + 4</u> | <u>Bid Price</u> |
|------------------|------------------|
| Quart containers | \$ _____ /quart |

Initials of Bidder



Subsection 3.16

List brand Sun Coast 85W140 GL-5

| <u>Gear Oil 85-140 GL-5</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------------|-------------------------|-----------------------|---------------------|
| 5# Pail | \$ _____/pail | 5 | \$ _____ |
| 35# Pail | \$ <u>38.50</u> /pail | 10 | \$ <u>385.00</u> |
| | Total | | \$ _____ |

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 | \$ _____/pail | 10 | \$ _____ |

Subsection 3.18

List brand _____

| <u>Hydraulic Oil-ISO 46</u> <u>(Denison HF-2, Vickers I-286-S)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|-------------------------|-----------------------|---------------------|
| 5 gallon pails | \$ _____/gl | 500 | \$ _____ |
| 55 gallon drums | \$ _____/gl | 1100 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____/gl | 1 | \$ _____ |
| | Total | | \$ _____ |

Initials of Bidder: 

Subsection 3.19

List brand Sun Coast Hyd 68

| <u>Hydraulic Oil AW68</u> <u>(Denison HF-2, Vickers I-286-S)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|--------------------|
| 5 gallon pails | \$ <u>6.10</u> /gl | 500 | \$ <u>3,050.00</u> |
| 55 gallon drums | \$ <u>6.67</u> /gl | 1100 | \$ <u>7,337.00</u> |
| Bulk delivery, 250 gallons or more | \$ <u>5.10</u> /gl | 1 | \$ <u>5.10</u> |

Subsection 3.20

List brand _____

| <u>Universal Tractor Hydraulic Oil</u> <u>(Must meet Allison C-3/C-4 specifications,</u> <u>and all tractor hydraulic systems and transmissions)</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|------------------|----------------|-----------------|
| 5 gallon pails | \$ _____ /gl | 500 | \$ _____ |
| 55 gallon drums | \$ _____ /gl | 1100 | \$ _____ |
| Bulk delivery, 250 gallons or more | \$ _____ /gl | 1000 | \$ _____ |
| Total | | | \$ _____ |

Subsection 3.21

List brand Sun Coast AF

| <u>Antifreeze, concentrated</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---------------------------------|--------------------|----------------|--------------------|
| 1 gallon containers | \$ <u>6.36</u> /gl | 100 | \$ <u>636.00</u> |
| 55 gallon drums | \$ <u>5.15</u> /gl | 220 | \$ <u>1,133.00</u> |
| Total | | | \$ _____ |

Subsection 3.25

List brand Chevron Dex-Cool 50/50

| <u>Dex-Cool Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|--|--------------------|----------------|----------------------|
| 1 gallon containers | \$ <u>8.30</u> /gl | 100 | \$ <u>830.00</u> |
| 55 gallon drums | \$ <u>7.85</u> /gl | 110 | \$ <u>863.50</u> |
| | Total | | \$ <u> </u> |

Subsection 3.26


List brand Chevron Supreme 50/50

| <u>Multi-vehicle Antifreeze, ready-to-use</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|---|--------------------|----------------|----------------------|
| 1 gallon containers | \$ <u>6.95</u> /gl | 100 | \$ <u>695.00</u> |
| 55 gallon drums | \$ <u>6.50</u> /gl | 110 | \$ <u>715.00</u> |
| | Total | | \$ <u> </u> |

Subsection 3.27

List brand Chevron Ultra Duty EP2

| <u>Grease Ultra-Duty EP2</u> | <u>Bid Price</u> | <u>Est Qty</u> | <u>Total</u> |
|------------------------------|------------------------|----------------|----------------------|
| Per tube, in case lots | \$ <u>2.10</u> /tb | 1000 | \$ <u>2,100.00</u> |
| 35# pail | \$ <u>75.95</u> /pail | 50 | \$ <u>3,797.50</u> |
| 120# drum | \$ <u>258.00</u> /drum | 1 | \$ <u>258.00</u> |
| | Total | | \$ <u> </u> |

Initials of Bidder: 

Subsection 3.28

List brand Mystik JT-6 Hi-Temp

Grease NLGI GC-LB calcium sulfonate

Bid Price

Per tube, in case lots

\$ 2.07 /tube

35# pail

\$ 77.00 /pail

120# drum

\$ 262.80 /drum

A handwritten signature in black ink, appearing to be 'EJ', written over a horizontal line.

CONTRACT SHEET

Bid 11-010

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 13th day of September, 2010, 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 Sun Coast Resources, Inc. (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 13th day of September, 2010.

By: Robert Hebert Fort Bend County, Texas
County Judge
By: Erin Ziebell Signature of Contractor
By: Erin Ziebell, Sales Printed Name and Title