

MEMORANDUM

9-10-12
→ Sherry

**TO: Judge Robert Hebert
County Judge**

BID #13-001

3 originals

AGENDA ITEM 22 D

**FROM: Debbie Kaminski
Assistant Purchasing Agent**

**SUBJECT: Please sign and date the attached contract(s) approved in
Commissioners Court on September 4, 2012. Thank you.**

DATE: September 7, 2012

**RETURN TO: Norma Weaver
Administrative Assistant
301 Jackson, Suite 201
Richmond, Texas 77469**

9/12/12 1 original each returned to Cheryl at Purchasing

Fort Bend County Specification Download Acknowledgment

**Invitation for Bid
Term Contract for Purchase of Oil and Lubricants
BID 13-001**

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.

HOUSTON-PASADENA APACHE OIL CO.
Legal Name of Contracting Company

Tim Smith
Contact Person

5136 SPENCER HWY. PASADENA TX 77505
Complete Mailing Address

832-731-6763 Telephone Number 713-947-0139 Facsimile Number

tim13@swbell.net
Email Address

Tim Smith Signature 8-9-2012 Date

~~13005~~



Apache Oil Company
5136 Spencer Hwy., Pasadena, TX 77505
281-487-5400 • FAX 281-487-7606



To: **Fort Bend County**

Subject: **Apache Oil Company's Understanding of the Scope of Services to be Provided in Bid 13-001**

Apache Oil Company has thoroughly evaluated the request for proposal to provide products and services to Fort Bend County Bid 13-001 and is delighted to supply our proposal for consideration. The reputation for products and services at Apache Oil Company is highly regarded in our industry for the following reasons:

1. Over 40 years in the fuels and lubricants business, every day
2. A simple, lean organization built with a blend of talented professionals from other fuels and lubricants companies and a large group of through-the-ranks-employees, all dedicated together to providing value to customers and great service from proposal to payment
3. Proud representation of global brands: Shell, Castrol, Phillips 66, Baldwin Filters, and Houghton Metalworking Products
4. Dedication to quality of products as delivered to our customers' locations, as evidenced by the highest certification for quality handling practices from all of our suppliers
5. Our company staff includes two Certified Lubrication Specialists as awarded by the Society of Tribologists and Lubrication Engineers(STLE), one of which is our President, plus a lubricants formulation chemist from a global lubricant manufacturer
6. Apache currently enjoys serving the business of several large vehicle fleets, including Metropolitan Transit Authority, City of Galveston, City of Missouri City, and most recently a new business award from the Port of Houston that will commence in August, 2012
7. Apache-owned delivery fleet of bulk lubricant and packaged lubricant vehicles that are operated and maintained by Apache employees from our central offices in Pasadena Texas, where we store over 200,000 gallons of bulk lubricants and maintain over 60,000 square feet of packaged lubricant product storage. Our delivery drivers are veteran Apache employees, no subcontractors will be used for any aspect of delivery

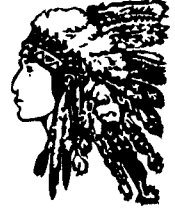
With this experience, we at Apache Oil Company are very confident that the resources of our company and the products we will supply from our global suppliers will provide reliable service to Fort Bend County. We understand that the requirements for Lubricants Transmission Fluid are very demanding; we serve these products to businesses every day.

Fort Bend County can count on Apache as its lubricants supplier; we look forward to serving your business.

Sincerely,



Apache Oil Company
5136 Spencer Hwy., Pasadena, TX 77505
281-487-5400 • FAX 281-487-7606



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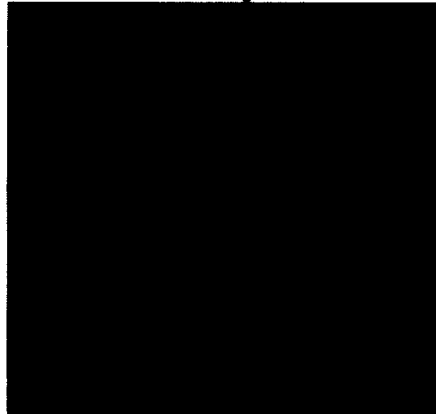
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Sincerely,

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for the Purchase of Oil and Lubricants
for Fort Bend County
BID 13-001*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

****NOTE:**

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

SUBMIT NO LATER THAN:

Thursday, August 23, 2012
1:30 PM (Central)

MARK ENVELOPE:

BID 13-001
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)

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, Travis Annex, 301 Jackson, Suite 201, Richmond, 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, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 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: BL

- 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.

Initials of Bidder: 

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.

- 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 2012** through **30 September 2013**, renewable annually for four (4) years (through 30 September 2017) 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: _____





Apache Oil Company
5136 Spencer Hwy., Pasadena, TX 77505
281-487-5400 • FAX 281-487-7606



Section 1. NO CHEVERON PRODUCTS BID

Section 2. ALL CONOCO, PHILLIPS 66 AND 76 PRODUCTS BID

Section 3. SHELL PRODUCTS BID ON ANTIFREEZE PORTION OF SEC. 3



Apache Oil Company
5136 Spencer Hwy., Pasadena, TX 77505
281-487-5400 • FAX 281-487-7606



CURRENT REFERENCES

SER CONSTRUCTION PARTNERS
3636 PASADENA BLVD.
PASADENA, TX 77503
EDDIE RAMOS (713) 473-7900

JTB SERVICES INC.
9026 LAMBRIGHT
HOUSTON, TX 77075
BRIAN BULGIER (713)941-4141

CITY OF TEXAS CITY
P. O. DRAWER 2608
TEXAS CITY, TX 77592
PAUL HOUSE (409)643-5906
CELL (409)682-6832

PORT OF HOUSTON AUTHORITY
1819 EASTBOUBORS CUT
LAPORTE, TX 77571
HUGH MOORE (281) 470-5512

LLINCO CONSTRUCTION
15490 VOSS
SUGARLAND, TX 77478
STEVE BROWN (281)498-6882

ROZCO CONTRACTING
1100 CARPENTER
HUMBLE, TX 77396
HAROLD (281)319-0080

CITY OF LEAGUE CITY
300 WEST WALKER ST.
LEAGUE CITY, TX 77573
MIKE TUBBS (281)554-1350
CELL (281)850-0863

CITY OF MISSOURI CITY
1522 TEXAS PKWY.
MISSOURI CITY, TX 77489
SHEILA SMITH (281)403-8613

WASTE MANAGEMENT
3520 PANSY
PASADENA, TX 77505
SUE THORNELL (281)504-1524

DORSETT BROS. CONCRETE
LIAC ST.
PASADENA, TX 77503
BILL DORSETT (281)487-0264

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 kaminskd@co.fort-bend.tx.us.

10.0 PRODUCT REQUIREMENTS:

Section 1: Chevron Products.

NO BID ON CHEVRON PRODUCTS

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

Bid Price

Quart containers

\$ N/B /qt

1 gallon containers

\$ N/B /gl

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

Bid Price

Quart containers

\$ N/B /qt

1 gallon containers

\$ N/B /gl

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

Bid Price

Quart containers

\$ N/B /qt

1 gallon containers

\$ N/B /gl

Initials of Bidder: 

SAE 15W-40 CJ-4 Delo 400

Bid Price

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

SAE 10W Delo 400

Bid Price

5 gallon pails	\$ <u>N/B</u> _____ /gl
55 gallon drums	\$ <u>N/B</u> _____ /gl

SAE 30 Delo 400


Bid Price

Quart containers	\$ <u>N/B</u> _____ /qt
5 gallon pails	\$ <u>N/B</u> _____ /gl
55 gallon drums	\$ <u>N/B</u> _____ /gl

SAE 40 Delo 400

Bid Price

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

Initials of Bidder:  _____

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

Bid Price

5 gallon pails \$ N/B /gl
55 gallon drums \$ N/B /gl

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

Bid Price

5 gallon pails \$ N/B /gl
55 gallon drums \$ N/B /gl

Dexron III E Automatic transmission fluid

Bid Price

Quart containers \$ N/B /qt
5 gallon pails \$ N/B /gl

Dexron IV Automatic transmission fluid

Bid Price

Quart containers \$ N/B /qt
5 gallon pails \$ N/B /gl

Mercon V Automatic transmission fluid

Bid Price

Quart containers \$ N/B /qt
5 gallon pails \$ N/B /gl

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

Bid Price

5 gallon pails \$ N/B /gl
55 gallon drums \$ N/B /gl
Bulk delivery, 250 gallons or more \$ N/B /gl

Initials of Bidder: 

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

Bid Price

5 gallon pails

\$ N/B _____/gl

55 gallon drums

\$ N/B _____/gl

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

Bid Price

5 gallon pails

\$ N/B _____/gl

55 gallon drums

\$ N/B _____/gl

Bulk delivery, 250 gallons or more

\$ N/B _____/gl

Grease Ultra-Duty EP2

Bid Price

Per tube, in case lots

\$ N/B _____/tube

35# pail

\$ N/B _____/pail

120# keg

\$ N/B _____/keg

Gear Oil 85-140 GL-5

Bid Price

5# pail

\$ N/B _____/pail

35# pail


\$ N/B _____/pail

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

Bid Price

Per tube, in case lots

\$ N/B _____/tube

Initials of Bidder: 

TOTES HAVE A ONE TIME CHARGE OF .065 PER GALLON. COVERS CORE CHARGE ON RETURNABLE TOTE

Section 2: Conoco/Phillips Products:

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

Bid Price

Quart containers

\$2.88 _____/qt

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

Bid Price

Quart containers

\$2.88 _____/qt

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

Bid Price

Quart containers

\$ 2.88 _____/qt

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

Bid Price

Quart containers

\$3.13 _____/qt

1 gallon containers

\$12.00 _____/gl

5 gallon pail

\$50.00 _____/gl

55 gallon drums

\$550.00 _____/gl

SAE 10W 76 T5X 10

Bid Price

5 gallon pails

\$47.50 _____/gl

55 gallon drums

\$522.50 _____/gl

SAE 30 76 T5X 30

Bid Price

Quart containers

\$3.00 _____/qt

5 gallon pails

\$50.00 _____/gl

55 gallon drums

\$ 550.00 _____/gl

- PHILLIPS 66, CONOCO AND 76 BRAND ARE ALL PRODUCTS MANUFACTURED BY CONOCO PHILLIPS LUBRICANTS

Initials of Bidder: _____



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

Bid Price

5 gallon pails	\$55.00_____/gl
55 gallon drums	\$605.00_____/gl

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

Bid Price

5 gallon pails	\$131.25_____/gl
55 gallon drums	\$1460.00_____/gl

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

Bid Price

Quart containers	\$2.75_____/qt
5 gallon pails	\$45.00_____/gl

Mercon V Automatic transmission fluid

Bid Price

Quart containers	\$3.25_____/qt
5 gallon pails	\$ 78.55_____/gl

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

Bid Price


5 gallon pails	\$40.00_____/gl
55 gallon drums	\$440.00_____/gl

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

Bid Price

5 gallon pails	\$42.50_____/gl
55 gallon drums	\$467.50_____/gl

- PHILLIPS 66, CONOCO AND 76 BRAND ARE ALL PRODUCTS MANUFACTURED BY CONOCO PHILLIPS LUBRICANTS

Initials of Bidder: 

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

5 gallon pails	\$40.00 _____/gl
55 gallon drums	\$440.00 _____/gl
Bulk delivery, 250 gallons or more	\$8.00 _____/gl

Grease NLGI GC-LB calcium sulfonate

Bid Price

Per tube, in case lots	\$2.71 _____/tube
35# pail	\$101.50 _____/pail
120# drum	\$354.00 _____/drum

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

Bid Price

5# pail NOT AVAILABLE	\$N/A _____/pail
35# pail	\$49.00 _____/pail
120# drum KEG	\$168.00 _____/KEG

- PHILLIPS 66, CONOCO AND 76 BRAND ARE ALL PRODUCTS MANUFACTURED BY CONOCO PHILLIPS LUBRICANTS

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	\$ _____/qt	960	\$ N/B _____

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	\$ _____/qt	960	\$ N/B _____

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	\$ _____/qt	720	\$ N/B _____

Subsection 3.4

List brand _____

<u>SAE 15W-40 SM/CJ-4</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	1200	\$ N/B _____
5 gallon pails	\$ _____/gl	500	\$ N/B _____
55 gallon drums	\$ _____/gl	1100	\$ N/B _____
		Total	\$ N/B _____

Initials of Bidder: 

Subsection 3.5

List brand _____

<u>SAE 10W</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ _____/gl	200	\$ <u>N/B</u> _____
55 gallon drums	\$ _____/gl	1100	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____

Subsection 3.6


List brand _____

<u>SAE 30</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	48	\$ <u>N/B</u> _____
5 gallon pails	\$ _____/gl	200	\$ <u>N/B</u> _____
55 gallon drums	\$ _____/gl	220	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____

Subsection 3.7

List brand _____

<u>SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specification)</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ _____/gl	250	\$ <u>N/B</u> _____
55 gallon drums	\$ _____/gl	220	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____

Initials of Bidder:  _____

Subsection 3.8

List brand _____

<u>SAE 50 Heavy Duty Drive Train (Meets Eaton Roadranger PS-164 Rev 7)</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
5 gallon pails	\$ _____/gl	250	\$ <u>N/B</u> _____
55 gallon drums	\$ _____/gl	220	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____

Subsection 3.9

List brand _____

<u>Dexron III E ATF</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	120	\$ <u>N/B</u> _____
5 gallon pails	\$ _____/gl	50	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____


Subsection 3.10

List brand _____

<u>Dexron VI ATF</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	120	\$ <u>N/B</u> _____

Subsection 3.11

<u>Exxon JWS 3309 ATF for Dodge Ambulances</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	120	\$ <u>N/B</u> _____

Initials of Bidder:  _____

Subsection 3.12

<u>Mobil ATF3309 ATF for Dodge Ambulances</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	120	\$ <u>N/B</u> _____

Subsection 3.13

List brand _____

<u>Mercon V ATF</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	200	\$ <u>N/B</u> _____
5 gallon pails	\$ _____/gl	50	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____

Subsection 3.14


List brand _____

<u>ATF + 4</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
Quart containers	\$ _____/qt	150	\$ <u>N/B</u> _____
5 gallon pails	\$ _____/gl	10	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____

Subsection 3.15

List brand _____

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

Initials of Bidder:  _____

Subsection 3.16

List brand _____

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

Subsection 3.17


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	\$ <u>N/B</u> _____
55 gallon drums	\$ _____/gl	1100	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____

Subsection 3.18

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	\$ _____/gl	500	\$ <u>N/B</u> _____
55 gallon drums	\$ _____/gl	1100	\$ <u>N/B</u> _____
		Total	\$ <u>N/B</u> _____

Initials of Bidder:  _____

Subsection 3.19

List brand _____

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

Subsection 3.20


List brand **SHELLZONE A/F CONCENTRATE** _____

<u>Antifreeze, concentrated</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
1 gallon containers	\$ 7.80 _____/gl	100	\$ 780.00 _____
55 gallon drums	\$ 7.53 _____/gl	220	\$ 1656.60 _____
		Total	\$ 1436.60 _____

Subsection 3.21

List brand **SHELL DEX-COOL CONCENTRATE** _____

<u>Dex-Cool Antifreeze, concentrated</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
1 gallon containers	\$9.14 _____/gl	150	\$ 1371.00 _____
55 gallon drums	\$8.89 _____/gl	110	\$ 977.90 _____
		Total	\$ 2348.90 _____

Initials of Bidder:  _____

Subsection 3.22

List brand SHELL MULTIVEHICLE 50/50 ELC

<u>Multi-vehicle Antifreeze, concentrated</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
1 gallon containers	\$ <u>6.87</u> /gl	100	\$ <u>687.00</u>
55 gallon drums	\$ <u>6.62</u> /gl	110	\$ <u>662.00</u>
		Total	\$ <u>1349.00</u>

Subsection 3.23


List brand SHELLZONE AFC 50/50

<u>Antifreeze, ready-to-use</u>	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
1 gallon containers	\$ <u>5.67</u> /gl	100	\$ <u>567.00</u>
55 gallon drums	\$ <u>6.62</u> /gl	220	\$ <u>1456.40</u>
		Total	\$ <u>2023.40</u>

Subsection 3.24

List brand SHELL 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>6.87</u> /gl	100	\$ <u>687.00</u>
55 gallon drums	\$ <u>6.62</u> /gl	110	\$ <u>728.20</u>
		Total	\$ <u>1415.20</u>

Initials of Bidder: 

Subsection 3.25

List brand SHELL MULTIVEHICLE ELC 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>6.61</u> /gl	100	\$ <u>661.00</u>
55 gallon drums	\$ <u>6.36</u> /gl	110	\$ <u>699.60</u>
		Total	\$ <u>1360.60</u>

Subsection 3.26


List brand _____

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

Subsection 3.27

List brand _____

<u>Grease NLGI GC-LB calcium sulfonate</u>	<u>Bid Price</u>
Per tube, in case lots	\$ <u>N/B</u> _____ /tube
35# pail	\$ <u>N/B</u> _____ /pail
120# drum	\$ <u>N/B</u> _____ /drum

Initials of Bidder: 

Subsection 3.28

Motorcraft Premium Gold Engine Coolant, concentrated

Motorcraft Premium Gold Engine Coolant, concentrate

	<u>Bid Price</u>	<u>Est Qty</u>	<u>Total</u>
1 gallon containers	\$ <u>12.99</u> /gl	250	\$ <u>3247.50</u>

11.0 W9 FORM:

All vendors submitting are required to complete the attached W9 form and return with submission.

12.0 TAX FORM/DEBT/RESIDENCE CERTIFICATION:

All vendors submitted are required to complete the attached tax form/debt/residence certification and return with submission.

CONTRACT SHEET

B13-001

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 COMPANY., 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 4 day of September 20 12.

By: Robert Hebert Fort Bend County, Texas
County Judge

By: Tim Smith
Signature of Contractor

By: TIM SMITH Tim Smith - Project Manager
Printed Name and Title

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Houston-Pasadena Apache Oil Company LP	
	Business name/disregarded entity name, if different from above Apache Oil Company	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 5136 Spencer Hwy (PO Box 177 Pasadena, Texas 77501)	Requester's name and address (optional)
City, state, and ZIP code Pasadena, Texas 77505		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ <i>Jranda S. Pieman</i>	Date ▶ <i>12-21-11</i>
------------------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Job No.: _____

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 74-1715124 _____

Company Name submitting Bid/Proposal: HOUSTON-PASADENA APACHE OIL COMPANY., LP _____

Mailing Address: P.O. BOX 177 PASADENA, TEXAS 77501 _____

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>
N/A _____	_____
_____	_____
_____	_____
_____	_____

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that HOUSTON-PASADENA APACHE OIL COMPANY., LP is a Resident Bidder of Texas as defined in Government Code [Company Name] §2252.001.

I certify that _____ is a Nonresident Bidder as defined in Government Code [Company Name] §2252.001 and our principal place of business is _____.

[City and State]



CERTIFICATE OF LIABILITY INSURANCE

APACOIL-01

RECR

DATE (MM/DD/YYYY)
4/3/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Warriner & Associates Inc. 11111 Wilcrest Green #101 Houston, TX 77042		(713) 785-5252	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Houston-Pasadena Apache Oil Company LP dba Apache Oil Company P.O. Box 177 Pasadena, TX 77501		INSURER(S) AFFORDING COVERAGE INSURER A : United States Fire Insurance Company NAIC # 21113 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			5068701855	3/31/2012	3/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			5068701855	3/31/2012	3/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5237060211	3/31/2012	3/31/2013	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Property of Others in Transit			5068701855	3/31/2012	3/31/2013	Per Unit 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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