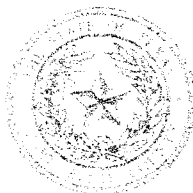


Fort Bend County Specification Download Acknowledgment



**Invitation for Bid
Term Contract for Purchase of Oil and Lubricants
BID 18-009**

**VENDORS MUST IMMEDIATELY RETURN THIS FORM VIA EMAIL TO NORMA WEAVER AT:
norma.weaver@fortbendcountytexas.gov**

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 COMPANY dba APACHE OIL COMPANY

Legal Name of Contracting Company

TIM SMITH

Contact Person

5136 SPENCER HWY PASADENA TEXAS 77505

Complete Mailing Address

832 731 6763

Telephone Number

713 947 0139

Facsimile Number

tsmith@apacheoilcompany.com

Email Address

Tim Smith

Signature

7/24/2017

Date

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



**Term Contract for Purchase of Oil and Lubricants
BID 18-009**

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 the address to assist in proper delivery.

SUBMIT NO LATER THAN:

Tuesday, August 1, 2017
2:00 PM (Central)

LABEL ENVELOPE:

BID 18-009
OIL & LUBRICANTS

ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.

BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.

BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED

Results will not be given by phone. Results will be provided to bidder in writing after the Commissioners Court awards.

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:

Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Information

HOUSTON-PASADENA APACHE OIL COMPANY LP

Legal Name of Contracting Company

74-1715124

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

832 731 6763

713 947 0139

Telephone Number

Facsimile Number

PO BOX 177

Complete Mailing Address (for Correspondence)

PASADENA, TX 77501

City, State and Zip Code

SAME

Complete Remittance Address (if different from above)

SAME

City, State and Zip Code

TIM SMITH / PROJECT MANAGER

Authorized Representative and Title (printed)

tsmith@apacheoilcompany.com

Authorized Representative's Email Address



Signature of Authorized Representative

Date

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 Document Completion: Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid 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. All response, typed or written information, must be clear and legible.
- 1.5 Bid Returns: Bidders must return entire completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 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 Document: 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 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole

Initials of Bidder: TS

responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, July 25, 2017 at 9:00 a.m. (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.

- 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. Bond/s or cashier's check must be complete with all required signatures.
- 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 in the bid spreadsheet. 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.

Initials of Bidder: TS

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

Initials of Bidder: JS

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 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 from vendor's supplier 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.
- 1.36** Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & 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

Initials of Bidder: TS

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:
- 271 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.
- 272 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.
- 273 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.

Initials of Bidder: LS

- 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

Initials of Bidder: TK

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 effective 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.

Initials of Bidder: TS

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 for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **1 October 2017 through 30 September 2018**, renewable annually for four (4) years (through 30 September 2022) under the terms and conditions if mutually agreeable to both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 BID DOCUMENT COMPLETION:

Fill out, initial each page, SIGN CONTRACT SHEET, and return ONE (1) complete bid document and ONE (1) electronic Excel file, on CD or Flash Drive, of the Pricing Form, completed by the bidder, to the Fort Bend County Purchasing Department. An authorized representative of the bidder MUST sign the contract sheet. The bid document, copy of completed pricing form, and electronic file, as provided on County's website, must be in the same sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge of Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid 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. All response, typed or written information, must be clear and legible.

6.0 MODIFICATIONS:

This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

Initials of Bidder: TS

7.0 TEXAS ETHICS COMMISSION FORM 1295:

7.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

7.2 On-line instructions:

7.2.1 Name of governmental entity is to read: Fort Bend County.

7.2.2 Identification number used by the governmental entity is: B18-009.

7.2.3 Description is the title of the solicitation: Oils & Lubricants.

7.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification. In the event the vendor does not provide the document in the stated time period the vendor's response will be marked as disqualified and the next low bidder will be contacted.

8.0 QUALITY CONTROL:

Fort Bend County reserves the right to sample and test products at time of delivery for specification compliance in the presence of the driver or vendor's representative. Costs for tests shall be borne by the Contractor in the event product fails to meet specifications. Products not in their original package will not be accepted.

9.0 DELIVERY:

9.1 Vendor must complete delivery within two (2) working days after receipt of purchase order.

9.2 Vendor must have the ability to make two-hour deliveries in the event of an emergency.

9.3 Vendor will not deliver products or provide services as part of this contract without a Purchase Order issued by the Fort Bend County Purchasing Agent.

9.4 Vendor will 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.

9.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday

Initials of Bidder: LS

through Friday.

9.6 Fort Bend County reserves the right to add or delete delivery locations as needed.

9.7 **No minimum orders**, dollar amount or quantity.

9.8 Vendor must pick up and dispose of empty oil pails and drums. No drum deposits are allowed.

9.9 Manufacturers' Safety Data Sheets (MSDS) must be provided for each product ordered at time of delivery.

9.10 Bid prices are to include any and all state, federal charges, etc.

10.0 AWARD:

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.

11.0 SPECIFICATIONS AND PRICING:

Specifications are available on the bid pricing form downloadable from Fort Bend County's website. All bid pricing must be completed in the Excel Pricing Form file provided on the County's website. Vendors are to download the Excel Pricing Form from Fort Bend County's website, complete the pricing in the Excel file, and include an electronic copy of the completed Excel pricing form on CD or Flash Drive in the same sealed envelope with their copy of bid response. The electronic copy must be able to be saved by the Fort Bend County Purchasing Department to access the vendor's pricing and transfer of bid prices to the County's Excel tabulation file. A printed copy of the completed pricing form is to be included with the bid response. Pricing for items must meet the specifications as stated herein and include FOB Fort Bend County and inside delivery to any location within Fort Bend County.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete the attached and return with submission:

12.1 Pricing Form in electronic Excel File

12.2 Vendor Form

12.3 W9 Form

12.4 Tax Form/Debt/Residence Certification

12.5 Contractor Acknowledgement of Stormwater Management Program

Initials of Bidder: RS

CONTRACT SHEET
B18-009

THE STATE OF TEXAS
COUNTY OF FORT BEND

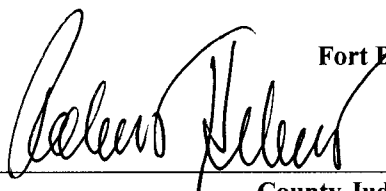
This memorandum of agreement made and entered into on the 22nd day of August, 2017,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge Robert Hebert, by virtue of an order of Fort Bend County Commissioners Court, and
HOUSTON-PASADENA APACHE OIL COMPANY LP (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Purchase of 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 22 day of August 2017.

By:  Fort Bend County, Texas
County Judge Robert E. Hebert

By: 
Signature of Contractor

By: TIM SMITH / PROJECT MANAGER
Printed Name and Title



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Gilbert D. Jalomo, Jr., CPPB
County Purchasing Agent

(281) 341-8640
Fax (281) 341-8645

Vendor Information

Federal ID # or S.S #	74-1715124	Dun and Bradstreet # 054452776
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual <input checked="" type="checkbox"/> Partnership LP <input type="checkbox"/> Tax Exempt Organization	
Legal Company Name	Year Business was Established 1971 HOUSTON-PASADENA APACHE OIL COMPANY	
Remittance Address	PO BOX 177	
City/State/Zip	PASADENA, TX 77501	
Physical Address	5136 SPENCER HWY.	
City/State/Zip	PASADENA, TEXAS 77505	
County	<input type="checkbox"/> Fort Bend County Other: HARRIS CO.	
Phone/Fax Number	Phone: 832 731 6763 Fax: 713 947 0139	
Contact Person	TIM SMITH	
E-mail	tsmith@apacheoilcompany	
Special Notes		
The Company listed above is a (check all that apply and attached certificate).	<input type="checkbox"/> DBE-Disadvantaged Business Enterprise Certification # _____ <input type="checkbox"/> SBE-Small Business Enterprise Certification # _____ <input type="checkbox"/> HUB-Texas Historically Underutilized Business Certification # _____ <input type="checkbox"/> WBE-Women's Business Enterprise Certification # _____ <input type="checkbox"/> MBE-Minority Business Enterprise Certification # _____	
Company's gross annual receipts:	<input type="checkbox"/> < \$500,000 <input type="checkbox"/> \$500,000-\$4,999,999 <input type="checkbox"/> \$5,000,000-\$16,999,999 <input type="checkbox"/> \$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> >\$22,400,000	
NAICs codes (Please enter all that apply).	405-00 INCLUDES ALL FUEL & LUBRICANT MATERIALS	

PLEASE NOTE: W-9 needs to be attached in order to be entered into our system

**Request for Taxpayer
 Identification Number and Certification**

Give this form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
 Houston-Pasadena Apache Oil Company LP

Business name, if different from above
 Apache Oil Company

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other LP Exempt from backup withholding

Address (number, street, and apt. or suite no.)
 PO BOX 177

City, state, and ZIP code
 Pasadena, Texas 77501

List account number(s) here (not one)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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.

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

Social security number									
or									
Employer identification number	7	1	4	1	7	1	5	1	2

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. person (including a U.S. resident alien).

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 *Frederic J. Hulman* Date **6-2-06**

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.

U.S. person. 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.

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.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

• Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

281 372 0183

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 dba APACHE OIL CO.

Mailing Address: PO 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.

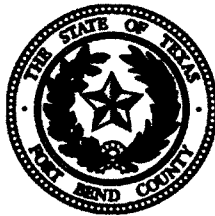
III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are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

Mandatory Form



Contractor Acknowledgement of Stormwater Management Program

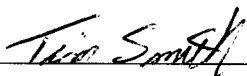
I hereby acknowledge that I am aware of the stormwater management program and standard operating procedures developed by Fort Bend County in compliance with the TPDES General Permit No. TXR040000. I agree to comply with all applicable best management practices and standard operating procedures while conducting my services for Fort Bend County. I agree to conduct all services in a manner that does not introduce illicit discharges of pollutants to streets, stormwater inlets, drainage ditches or any portion of the drainage system. The following materials and/or pollutant sources must not be discharged to the drainage system as a result of any services provided:

1. Grass clippings, leaves, mulch, rocks, sand, dirt or other waste materials resulting from landscaping activities, (except those materials resulting from ditch mowing or maintenance activities)
2. Herbicides, pesticides and/or fertilizers, (except those intended for aquatic use)
3. Detergents, fuels, solvents, oils and/or lubricants, other equipment and/or vehicle fluids,
4. Other hazardous materials including paints, thinners, chemicals or related waste materials,
5. Uncontrolled dewatering discharges, equipment and/or vehicle wash waters,
6. Sanitary waste, trash, debris, or other waste products
7. Wastewater from wet saw machinery,
8. Other pollutants that degrade water quality or pose a threat to human health or the environment.

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:
HOUSTON-PASADENA APACHE OIL COMPANY LP

(Company/Contractor)

that is believed to be an immediate threat to human health or the environment.



7/29/2017

Contractor Signature

Date

TIM SMITH

Printed Name

PROJECT MANAGER

Title

Fort Bend County Pricing Form
BID 18-009
Term Contract for Oil and Lubricants

Section 1: Chevron Products

Vendor Name: APACHE OIL COMPANY

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
Per Quart in Quart Container	N/B
Per Gallon in 1 Gallon Bottle	N/B
Per Gallon in 5 Gallon Pail	N/B
Per Gallon in 55 Gallon Drum	N/B

N/B

SAE 15W-40 CJ-4 Delo 400	Bid Price
Per Quart in Quart Container	N/B
Per Gallon in 5 Gallon Pail	N/B
Per Gallon in 55 Gallon Drum	N/B
Per Gallon in Bulk	N/B

N/B

SAE 30 Delo 400	Bid Price
Per Quart in Quart Container	N/B
Per Gallon in 5 Gallon Pail	N/B
Per Gallon in 55 Gallon Drum	N/B

N/B

SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 44.45
Per Gallon in 55 Gallon Drum	\$ 488.95

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 25.70
Per Gallon in 55 Gallon Drum	\$ 260.15
Per Gallon in Bulk	\$ 4.32

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 27.80
Per Gallon in 55 Gallon Drum	\$ 274.45

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 44.95
Per Gallon in 55 Gallon Drum	\$ 462.00
Per Gallon in Bulk	\$ 8.07

Grease Ultra-Duty EP2	Bid Price
Per Tube	\$ 2.60
Per 35# Container	\$ 95.12
Per 120# Container	\$ 334.29

Gear Oil 85-140 GL-5	Bid Price
Per 35# Container	\$ 54.58

Section 2: Conoco/Phillips A108**Vendor Name:** APACHE OIL COMPANY

SAE 5W-20 SM, GF-4 76 Super Synthetic Blend Motor Oil	Bid Price
Per Quart, in Quart Container	\$ 2.91

SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	Bid Price
Per Quart, in Quart Container	\$ 2.94

SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	Bid Price
Per Quart, in Quart Container	\$ 2.96

SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend	Bid Price
Per Quart, in Quart Container	\$ 2.82
Per Gallon in 1 Gallon Pail	\$ 10.99
Per Gallon in 5 Gallon Pail	\$ 42.55
Per Gallon in 55 Gallon Drum	\$ 441.10

SAE 10W 76 T5X 10	Bid Price
Per Gallon in 5 Gallon Pail	\$ 38.40
Per Gallon in 55 Gallon Drum	\$ 405.35

SAE 30 76 T5X 30	Bid Price
Per Gallon in 5 Gallon Pail	\$ 42.80
Per Gallon in 55 Gallon Drum	\$ 444.40

SAE 50 Heavy Duty Drive Train 76 HT-4 50 (Meets Cat's TO-4 Specification)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 52.20
Per Gallon in 55 Gallon Drum	\$ 517.55

Synthetic Transoil 50 GL-1/MP-1 (Eaton Roadranger PS-164 Rev 7)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 157.10

Mercon V Automatic Transmission Fluid	Bid Price
Per Quart, in Quart Container	\$ 2.94
Per Gallon in 5 Gallon Pail	\$ 58.20

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 27.60
Per Gallon in 55 Gallon Drum	\$ 263.45

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 28.85
Per Gallon in 55 Gallon Drum	\$ 291.50

TDH Oil Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
Per Gallon in 5 Gallon Pail	\$ 46.60
Per Gallon in 55 Gallon Drum	\$ 479.05
Per Gallon in Bulk	\$ 8.27

Section 2: Conoco/Phillips A108 (cont'd)

Vendor Name: APACHE OIL COMPANY

Grease NLGI GC-LB Calcium Sulfonate	Bid Price
Per Tube, in Case lot	\$ 2.83
Per 35# Container	\$ 109.58
Per 120# Container	\$ 364.24

Gear Oil 85-140 GL-5/MP-1 76MP Gear Lube	Bid Price
Per 35# Container	\$ 54.58
Per 120# Container	\$ 121.95

Mercon VI Automatic Transmission Fluid	Bid Price
Per Quart, in Quart Container	\$ 3.34

ATF+4 Transmission Fluid	Bid Price
Per Quart, in Quart Container	\$ 3.01

Dexron VI Automatic Transmission Fluid	Bid Price
Per Quart, in Quart Container	\$ 3.01

Gear Oil 75W-90 Synthetic	Bid Price
Per Quart, in Quart Container	\$ 5.93

Gear Oil 75W-140 Synthetic	Bid Price
Per Quart, in Quart Container	\$ 6.78

Section 3: Antifreeze

Subsection 3.1

Multi-Vehicle Antifreeze, concentrated	Bid Price	Estimated Quantity	Total
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SHELL ROTELLA ELC

Per Gallon in 1 Gallon Pail	\$ 8.28	100	\$ 828.00
Per Gallon in 55 Gallon Drum	\$ 415.18	110	\$ 45,669.80
Total:			\$ 46,497.80

Subsection 3.2

SHELL SHELLZONE 50/50

Antifreeze, ready-to-use	Bid Price	Estimated Quantity	Total
Per Gallon in 55 Gallon Drum	\$ 253.54	220	\$ 55,778.80
Total:			\$ 55,778.80

Subsection 3.3

Vendor Name: APACHE OIL COMPANY

SHELL ELC

Multi-Vehicle Antifreeze, ready-to-use	Bid Price	Estimated Quantity	Total
Per Gallon in 1 Gallon Pail	\$ 5.89	100	\$ 589.00
Per Gallon in 55 Gallon Drum	\$ 294.25	110	\$ 32,367.50
		Total:	\$ 32,956.50

Section 4

Mobile Jet II Turbine Oil	Bid Price	Estimated Quantity	Total
Per Quart, in Case lot	10.41	100	\$ -

COULD NOT TYPE IN SEC. 4

Fort Bend County Tabulation
BID 18-009
Term Contract for Oil and Lubricants

Term: 1 October 2017 through 30 September 2018

**Recommendation: Sections 1 and 2 to Low Bidder per Item and
Section 3 to Low Bidder per Subsection**

Oil and Lubricants	Apache Oil Company Pasadena, TX	Arnold Oil Company Houston, TX	A.J. Hurt/Reladyn Company Houston, TX	Midtex Oil Conroe, TX	Lawson Numbers
Form 1295	Yes	Yes	Yes		

SECTION 1: Chevron Products

SAE 10W30 CJ-4/SM Delo 400 XLE

Per Quart in Quart Container	N/B	\$ 4.33	\$ 2.81	\$ 4.09	
Per Gallon in 1 Gallon Bottle	N/B	\$ 17.32	\$ 11.23	\$ 15.88	
Per Gallon in 5 Gallon Pail	N/B	\$ 10.78	\$ 9.66	\$ 12.89	
Per Gallon in 55 Gallon Drum	N/B	\$ 10.15	\$ 9.25	\$ 11.90	

SAE 15W-40 CJ-4 Delo 400

Per Quart in Quart Container	N/B	\$ 3.46	\$ 3.11	\$ 3.99	
Per Gallon in 5 Gallon Pail	N/B	\$ 11.13	\$ 9.78	\$ 12.89	
Per Gallon in 55 Gallon Drum	N/B	\$ 10.50	\$ 9.35	\$ 11.90	
Per Gallon in Bulk	N/B	\$ 9.88	\$ 9.31	\$ 11.17	

SAE 30 Delo 400

Per Quart in Quart Container	N/B	\$ 4.01	\$ 2.55	\$ 3.76	
Per Gallon in 5 Gallon Pail	N/B	\$ 15.61	\$ 9.60	\$ 14.17	
Per Gallon in 55 Gallon Drum	N/B	\$ 15.21	\$ 8.84	\$ 13.48	

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

Per Gallon in 5 Gallon Pail	\$ 44.45	\$ 11.65	\$ 11.10	\$ 11.14	
Per Gallon in 55 Gallon Drum	\$ 488.95	\$ 11.15	\$ 9.84	\$ 10.15	

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

Per Gallon in 5 Gallon Pail	Disqualified: Does not meet specifications.	\$ 7.48	\$ 6.61	\$ 12.20	
Per Gallon in 55 Gallon Drum		\$ 6.85	\$ 5.94	\$ 11.21	
Per Gallon in Bulk		\$ 4.98	\$ 5.44	\$ 10.48	

Oil and Lubricants	Apache Oil Company Pasadena, TX	Arnold Oil Company Houston, TX	A.J. Hurt/Reladyn Company Houston, TX	Midtex Oil Conroe, TX	Lawson Numbers
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SECTION 1: Chevron Products (cont'd)

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

Per Gallon in 5 Gallon Pail	\$ 27.80	\$ 7.48	\$ 6.75	\$ 12.20	
Per Gallon in 55 Gallon Drum	\$ 274.45	\$ 6.85	\$ 6.05	\$ 11.21	

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

Per Gallon in 5 Gallon Pail	\$ 44.95	\$ 8.42	\$ 7.74	\$ 10.88	
Per Gallon in 55 Gallon Drum	\$ 462.00	\$ 7.79	\$ 7.07	\$ 9.89	
Per Gallon in Bulk	\$ 8.07	\$ 7.17	\$ 6.50	\$ 9.15	

Grease Ultra-Duty EP2

Per Tube	Disqualified: Does not meet specifications.	\$ 3.17	\$ 3.15	Disqualified: Does not meet specifications.	
Per 35# Container		\$ 122.29	\$ 121.63		
Per 120# Container		\$ 413.25	\$ 411.00		

Gear Oil 85-140 GL-5

Per 35# Container	\$ 54.58	\$ 47.82	\$ 76.67	\$ 80.63	
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Oil and Lubricants	Apache Oil Company Pasadena, TX	Arnold Oil Company Houston, TX	A.J. Hurt/Reladyn Company Houston, TX	Midtex Oil Conroe, TX	Lawson Numbers
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SECTION 2: Conoco/Phillips A108

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

Per Quart, in Quart Container	\$ 2.91	\$ 2.98	\$ 1.70	No Bid	
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SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil

Per Quart, in Quart Container	\$ 2.94	\$ 2.98	\$ 1.74	No Bid	
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SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil

Per Quart, in Quart Container	\$ 2.96	\$ 3.92	\$ 1.62	No Bid	
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SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend

Per Quart, in Quart Container	\$ 2.82	NA	\$ 2.89	No Bid	
Per Gallon in 1 Gallon Pail	\$ 10.99	\$ 13.23	\$ 8.71	\$ 18.17	
Per Gallon in 5 Gallon Pail	\$ 42.55	\$ 10.54	\$ 7.90	\$ 12.89	
Per Gallon in 55 Gallon Drum	\$ 441.10	\$ 9.92	\$ 7.20	\$ 11.90	

SAE 10W 76 T5X 10

Per Gallon in 5 Gallon Pail	\$ 38.40	\$ 11.78	\$ 10.81	No Bid	
Per Gallon in 55 Gallon Drum	\$ 405.35	\$ 11.03	\$ 9.61	\$ 13.48	

SAE 30 76 T5X 30

Per Gallon in 5 Gallon Pail	\$ 42.80	\$ 11.47	\$ 9.60	\$ 14.17	
Per Gallon in 55 Gallon Drum	\$ 444.40	\$ 10.72	\$ 8.83	\$ 13.48	

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

Per Gallon in 5 Gallon Pail	\$ 52.20	\$ 11.82	\$ 11.10	\$ 11.14	
Per Gallon in 55 Gallon Drum	\$ 517.55	\$ 11.19	\$ 9.84	\$ 10.15	

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

Per Gallon in 5 Gallon Pail	\$ 157.10	\$ 36.01	26.71	\$ 40.33	
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Mercon V Automatic Transmission Fluid

Per Quart, in Quart Container	\$ 2.94	\$ 3.39	\$ 2.45	\$ 5.00	
Per Gallon in 5 Gallon Pail	\$ 58.20	N/A	\$ 10.81	No Bid	

Oil and Lubricants	Apache Oil Company Pasadena, TX	Arnold Oil Company Houston, TX	A.J. Hurt/Reladyn Company Houston, TX	Midtex Oil Conroe, TX	Lawson Numbers
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SECTION 2: Conoco/Phillips A108 (cont'd)

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

Per Gallon in 5 Gallon Pail	\$ 27.60	\$ 6.04	\$ 6.61	No Bid	
Per Gallon in 55 Gallon Drum	\$ 263.45	\$ 5.42	\$ 5.94	No Bid	

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

Per Gallon in 5 Gallon Pail	\$ 28.85	\$ 6.04	\$ 6.75	No Bid	
Per Gallon in 55 Gallon Drum	\$ 291.50	\$ 5.42	\$ 6.05	No Bid	

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

Per Gallon in 5 Gallon Pail	\$ 46.60	\$ 11.69	\$ 7.74	\$ 10.88	
Per Gallon in 55 Gallon Drum	\$ 479.05	\$ 10.94	\$ 7.07	\$ 9.89	
Per Gallon in Bulk	\$ 8.27	\$ 7.25	\$ 6.50	\$ 9.15	

Grease NLGI GC-LB Calcium Sulfonate

Per Tube, in Case lot	\$ 2.83	\$ 2.92	\$ 3.47	No Bid	
Per 35# Container	\$ 109.58	\$ 109.38	\$ 126.42	No Bid	
Per 120# Container	\$ 364.24	\$ 363.00	\$ 430.92	No Bid	

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

Per 35# Container	\$ 54.58	\$ 91.32	\$ 73.61	No Bid	
Per 120# Container	\$ 121.95	\$ 249.20	\$ 250.92	No Bid	

Mercon VI Automatic Transmission Fluid

Per Quart, in Quart Container	\$ 3.34	\$ 4.62	\$ 2.45	No Bid	
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ATF+4 Transmission Fluid

Per Quart, in Quart Container	\$ 3.34	\$ 4.62	\$ 2.45	\$ 5.09	
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Dexron VI Automatic Transmission Fluid

Per Quart, in Quart Container	\$ 3.01	\$ 4.62	\$ 2.45	\$ 5.00	
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Gear Oil 75W-90 Synthetic

Per Quart, in Quart Container	\$ 5.93	\$ 6.00	No Bid	\$ 10.66	
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Gear Oil 75W-140 Synthetic

Per Quart, in Quart Container	\$ 6.78	\$ 11.13	No Bid	\$ 12.85	
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Oil and Lubricants	Apache Oil Company Pasadena, TX	Arnold Oil Company Houston, TX	A.J. Hurt/Reladyn Company Houston, TX	Midtex Oil Conroe, TX	Lawson Numbers
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SECTION 3: Antifreeze

Subsection 3.1

Multi-Vehicle Antifreeze, concentrated

Chevron Havoline Universal 100%

Per Gallon in 1 Gallon Pail	\$ 8.28	\$ 11.12	\$ 8.19	Disqualified: Did not bid all in subsection.	
Per Gallon in 55 Gallon Drum	\$ 415.18	\$ 10.87	\$ 7.61		

Subsection 3.2

Advance (Green) ready to use

Antifreeze, ready-to-use

Per Gallon in 55 Gallon Drum	\$ 253.54	\$ 4.97	\$ 220.00	\$ 6.84	
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Subsection 3.3

Chevron Havoline Universal 50/50

Multi-Vehicle Antifreeze, ready-to-use

Per Gallon in 1 Gallon Pail	\$ 5.89	\$ 7.68	\$ 6.06	Disqualified: Did not bid all in subsection.	
Per Gallon in 55 Gallon Drum	\$ 294.25	\$ 6.25	\$ 5.24		
Total of Subsection 3.3:	\$ 32,956.50	\$ 1,455.50	\$ 1,182.38		

SECTION 4

Mobile Jet II Turbine Oil

Item Removed

O'Reilly Auto Enterprises, LLC - Disqualified: Altered Terms and Conditions.

Sun Coast Resources, Inc. - Disqualified: Altered Terms and Conditions.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Apache Oil Company
 Pasadena, TX United States

Certificate Number:
 2017-242990

Date Filed:
 07/31/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

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

Date Acknowledged:
 08/22/2017

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B18-009 & B18-007
 Oils and Lubricants

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath