# Fort Bend County Tabulation BID 22-038

#### **Term Contract for Oil and Lubricants**

Term: January 1, 2022 through June 30,2022

Recommendation: Low Bidder per Item

Section 10.1: CHEVRON PRODUCTS	A.	J.Hurt,Jr.,Inc. dba Reladyne Houston	R	Sun Coast esources Inc. Houston
SAE 10W30 CJ-4/SM Delo 400 XLE				
Per Case of 12 Quarts in Quart Containers	\$	62.18		No Bid
Per Gallon in 1 Gallon Bottle	\$	19.18	\$	28.80
Per Pail of 5 Gallons	\$	97.24	\$	141.35
Per Drum of 55 Gallons	\$	962.39	\$	1,304.60

SAE 15W-40 CJ-4 Delo 400	A.	J.Hurt,Jr.,Inc.		Sun Coast
		dba	F	Resources Inc.
		Reladyne		
Per Case of 12 Quarts in Quart Containers	\$	60.80	\$	85.32
Per Gallon in 1 Gallon Bottle	\$	17.43	\$	26.22
Per Pail of 5 Gallons	\$	88.14	\$	134.50
Per Drum of 55 Gallons	\$	862.20	\$	1,240.25
Per Gallon in Bulk	\$	14.17	\$	18.73

SAE 15W-40 CJ-4 Delo 400 XLE	A	.J.Hurt,Jr.,Inc.		Sun Coast
		dba	R	esources Inc.
		Reladyne		
Per Case of 12 Quarts in Quart Containers	\$	42.18		No Bid
Per Gallon in 1 Gallon Bottle	\$	20.73	\$	28.80
Per Pail of 5 Gallons	\$	91.39	\$	141.35
Per Drum of 55 Gallons	\$	898.04	\$	1,304.60
Per Gallon in Bulk	\$	15.35	\$	19.75

Section 10.1: CHEVRON PRODUCTS (cont'd)	A.	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast esources Inc.
SAE 10 Delo 400			
Per Pail of 5 Gallons	\$	83.07	\$ 123.65
Per Drum of 55 Gallons	\$	806.52	\$ 1,473.45

SAE 30 Delo 400	A	.J.Hurt,Jr.,Inc. dba Reladyne	F	Sun Coast Resources Inc.
Per Quart in Quart Container	\$	5.91	\$	6.89
Per Pail of 5 Gallons	\$	86.45	\$	109.20
Per Drum of 55 Gallons	\$	863.72	\$	1,201.20

SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifications)	A.	J.Hurt,Jr.,Inc. dba Reladyne	R	Sun Coast Resources Inc.
Per Pail of 5 Gallons	\$	93.54	\$	115.66
Per Drum of 55 Gallons	\$	872.30	\$	1,062.60

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	A	.J.Hurt,Jr.,Inc. dba Reladyne	1	Sun Coast Resources Inc.
Per Pail of 5 Gallons	\$	68.71	\$	94.75
Per Drum of 55 Gallons	\$	648.51	\$	865.70
Per Gallon in Bulk	\$	10.82	\$	12.76

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	A.	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast esources Inc.
Per Pail of 5 Gallons	\$	70.01	\$ 94.75
Per Drum of 55 Gallons	\$	662.81	\$ 865.70

Section 10.1: CHEVRON PRODUCTS (cont'd)	A.	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.	
TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)				
Per Pail of 5 Gallons	\$	84.05	\$ 112.50	
Per Drum of 55 Gallons	\$	817.26	\$ 1,032.90	
Per Gallon in Bulk	\$	13.88	\$ 15.43	

Grease Ultra-Duty EP2	A.J.Hurt,Jr.,Inc.		Sun Coast		
	dba		Resources Inc.		
		Reladyne			
Per Case of 10, 14oz Tubes	\$	36.74	\$	247.75	
Per 35# Container	\$	139.69	\$	328.65	
Per 120# Container	\$	455.56	\$	834.00	

Gear Oil 85-140 GL-5	A.	J.Hurt,Jr.,Inc. dba Reladvne	Sun Coast Resources Inc.	
Per Case of 12 Quarts in Quart Containers	\$	57.28	No Bid	
Per 35# Container	\$	87.38	\$ 180.60	

Gear Oil, Universal 85-140 GL-5	A	A.J.Hurt,Jr.,Inc. dba		Sun Coast esources Inc.
		Reladyne		
Per 35# Container	\$	87.38	\$	180.60

Section 10.2: CONOCO/PHILLIPS	A.J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
SAE 5W-20 SM, GF-4 76 Super Synthetic Blend Motor Oil		
Per Case of 12 Quart Containers	\$ 63.98	No Bid

SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	A.J.Hurt,Jr.,Inc. dba	Sun Coast Resources Inc.
	Reladyne	
Per Case of 12 Quart Containers	\$ 63.98	No Bid

SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba Reladyne	Resources Inc.
Per Case of 12 Quart Containers	\$ 63.98	No Bid

SAE 10W-30 Guardol FE	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
	Reladyne	
Per Case of 12 Quart Containers	No Bid	No Bid
Per Gallon in 1 Gallon Pail	No Bid	No Bid
Per Pail of 5 Gallons	No Bid	No Bid
Per Drum of 55 Gallons	\$ 1,251.25	No Bid
Per Gallon in Bulk	\$ 30.31	No Bid

SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend	A 15W-40 CJ-4 SM Guardol ECT Synthetic Blend A		Sun Coast Resources Inc.
		Reladyne	
Per Case of 12 Quart Containers	\$	83.89	No Bid
Per Gallon in 1 Gallon Pail		No Bid	No Bid
Per Pail of 5 Gallons	\$	136.82	No Bid
Per Drum of 55 Gallons	\$	946.72	No Bid
Per Gallon in Bulk	\$	25.06	No Bid

SAE 10W 76 T5X 10	A.	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Pail of 5 Gallons	\$	127.06	No Bid
Per Drum of 55 Gallons	\$	1,369.50	No Bid

Section 10.2: CONOCO/PHILLIPS (cont'd)	2.2: CONOCO/PHILLIPS (cont'd)  A.J.Hurt,Jr.,Inc. dba Reladyne	
SAE 30 76 T5X 30		
Per Pail of 5 Gallons	No Bid	No Bid
Per Drum of 55 Gallons	No Bid	No Bid
	1	
SAE 50 Heavy Duty Drive Train 76 HT-4 50 (Meets Cat's TO-4 Specification)	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
	Reladyne	
Per Pail of 5 Gallons	\$ 95.00	No Bid
Per Drum of 55 Gallons	\$ 1,214.42	No Bid
Synthetic Transoil 50 GL-1/MP-1 (Eaton Roadranger PS-164 Rev 7)	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
	Reladyne	
Per Pail of 5 Gallons	No Bid	No Bid
Mercon V Automatic Transmission Fluid	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
	Reladyne	
Per Case of 12 Quart Containers	No Bid	No Bid
Per Pail of 5 Gallons	No Bid	No Bid
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	A.J.Hurt,Jr.,Inc.	Sun Coast

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	A.J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Pail of 5 Gallons	\$ 71.71	No Bid
Per Drum of 55 Gallons	\$ 695.74	No Bid

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	A.J.Hurt,Jr.,Inc. dba	Sun Coast Resources Inc.
	Reladyne	
Per Pail of 5 Gallons	\$ 75.01	No Bid
Per Drum of 55 Gallons	\$ 718.87	No Bid

TDH Oil Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Pail of 5 Gallons	\$ 90.63	No Bid
Per Drum of 55 Gallons	\$ 929.75	No Bid
Per Gallon in Bulk	\$ 15.56	No Bid

Section 10.2: CONOCO/PHILLIPS (cont'd)	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
Grease NLGI GC-LB Calcium Sulfonate	Reladyne	
Per Case of 10, 14oz Tubes	\$ 75.64	No Bid
Per 35# Container	No Bid	No Bid
Per 120# Container	No Bid	No Bid
1 Ct 120# Container	100 Bld	No Did
Gear Oil 85-140 GL-5/MP-1 76MP Gear Lube	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
	Reladyne	
Per Case of 12 Quarts in Quart Containers	No Bid	No Bid
Per 35# Container	\$ 136.71	No Bid
Per 120# Container	\$ 509.87	No Bid
Mercon VI Automatic Transmission Fluid	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
	Reladyne	
Per Case of 12 Quarts in Quart Containers	No Bid	No Bid
Per Pail of 5 Gallons	No Bid	No Bid
ATF+4 Transmission Fluid	A.J.Hurt,Jr.,Inc.	Sun Coast
711 · I I tansmission I talk	dba	Resources Inc.
	Reladyne	resources me.
Per Case of 12 Quarts in Quart Containers	No Bid	No Bid
Per Pail of 5 Gallons	No Bid	No Bid
Dexron VI Automatic Transmission Fluid	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
	Reladyne	
Per Case of 12 Quarts in Quart Containers	\$ 85.20	No Bid
Per Pail of 5 Gallons	No Bid	No Bid
C OURSWOOD ALC		G G 4
Gear Oil 75W-90 Synthetic	A.J.Hurt,Jr.,Inc.	Sun Coast
	dba	Resources Inc.
D C C100 + 1 0 + C + 1	Reladyne	N. D. I
Per Case of 12 Quarts in Quart Containers	No Bid	No Bid
Per 35# Container	No Bid	No Bid
Gear Oil 75W-140 Synthetic	A.J.Hurt,Jr.,Inc.	Sun Coast
·	dba	Resources Inc.
	Reladyne	
Per Case of 12 Quarts in Quart Containers	No Bid	No Bid
Per 35# Container	No Bid	No Bid
	1 3.0	

#### **Section 10.3: ANTIFREEZE**

#### **Subsection 10.3.1**

Multi-Vehicle Antifreeze, concentrated  List brand below   ✓	A.J.Hurt,Jr.,Inc. dba		Sun Coast Resources Inc.	
Havoline Universal 100%		Reladyne		
Per Gallon in 1 Gallon Bottle	\$	12.44	\$	18.13
Per Drum of 55 Gallons	\$	719.29	\$	921.25

### **Subsection 10.3.2**

Multi-Vehicle Antifreeze, ready-to-use	A.J.Hurt,Jr.,Inc.		A.J.Hurt,Jr.,Inc. Sun Coa			
List brand below <b>↓</b>	dba		dba		R	esources Inc.
DuraMax All Makes 50/50		Reladyne				
Per Gallon in 1 Gallon Bottle	\$	7.78	\$	14.23		
Per Drum of 55 Gallons	\$	484.77	\$	619.30		

#### **Section 10.4: GENERIC**

# **Subsection 10.4.1 Chevron Products or Equal to**

SAE 10W30 CJ-4/SM Delo 400 XLE	A.J.Hurt,Jr.,Inc.		.J.Hurt,Jr.,Inc. Sun C		
List brand below <b>↓</b>	dba		dba Resources		
Chevron Delo 400XLE 10W-30		Reladyne			
Per Case of 12 Quart Containers		No Bid		No Bid	
Per Gallon in 1 Gallon Bottle	\$	19.18		No Bid	
Per Pail of 5 Gallons	\$	97.24	\$	76.10	
Per Drum of 55 Gallons	\$	962.39	\$	689.70	

SAE 15W-40 CJ-4 Delo 400	A.J.Hurt,Jr.,Inc.		Sun Coast	
List brand below <b>↓</b>	dba		R	esources Inc.
AllFleet Premuim syn blend 15W-40,CK-4		Reladyne		
Per Case of 12 Quart Containers	\$	46.41		No Bid
Per Pail of 5 Gallons	\$	64.09	\$	87.60
Per Drum of 55 Gallons	\$	597.74	\$	798.05
Per Gallon in Bulk	\$	9.89	\$	11.69

SAE 30 Delo 400	A.J.Hurt,Jr.,Inc. dba		Sun Coast Resources Inc.
List brand below <b>↓</b>		Reladyne	Resources file.
Chevron Delo 404 30/Chevron Ursa Super + 30		Relauyile	
Per Case of 12 Quart Containers	\$	35.46	No Bid
Per Pail of 5 Gallons	\$	86.45	No Bid
Per Drum of 55 Gallons	\$	893.72	No Bid

SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)  List brand below   Chevron Delo TorqForce 50	A.	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast esources Inc.
Per Pail of 5 Gallons	\$	93.54	\$ 94.85
Per Drum of 55 Gallons	\$	872.30	\$ 866.25

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	A.	A.J.Hurt,Jr.,Inc.		A.J.Hurt,Jr.,Inc. Sun Coast  Resources Inc.		
List brand below ↓		Reladvne	N	resources file.		
AllFleet Premium AW hydraulic Oil 46		Relauyile				
Per Pail of 5 Gallons	\$	51.94	\$	70.65		
Per Drum of 55 Gallons	\$	464.04	\$	638.55		
Per Gallon in Bulk	\$	7.46	\$	9.15		

**Subsection 10.4.1 Chevron Products or Equal to (cont'd)** 

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)  List brand below ↓  AllFleet Premium AW hydraulic Oil 68	A.	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast sources Inc.
Per Pail of 5 Gallons	\$	53.04	\$ 70.65
Per Drum of 55 Gallons	\$	476.19	\$ 638.55

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	A.J.Hurt,Jr.,Inc. dba		Sun Coast Resources Inc.			
List brand below ↓					- Reladyne	
ARM Tractor Hydraulic Fluid		Kelauyile				
Per Pail of 5 Gallons	\$	35.88	\$	76.60		
Per Drum of 55 Gallons	\$	357.50	\$	694.10		
Per Gallon in Bulk	\$	5.53	\$	10.54		

Grease Ultra-Duty EP2	A.J.Hurt,Jr.,Inc. dba		Sun Coast Resources Inc.
List brand below ↓		Reladvne	resources inc.
Chevron Ultra-Duty EP-2		Relauyile	
Per Case of 10, 14oz Tubes	\$	36.74	No Bid
Per 35# Container	\$	139.69	No Bid
Per 120# Container	\$	455.52	No Bid

Gear Oil 85-140 GL-5  List brand below ↓  Chevron Delo Gear EP-5 85W-140	A.J	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per 35# Container	\$	87.38	No Bid

Gear Oil, Universal 85-140 GL-5  List brand below ↓  Chevron Delo Gear EP-5 85W-140	A.J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per 35# Container	\$ 87.38	No Bid

# Subsection 10.4.2: Conoco/Phillips or Equal to

SAE 5W-20 SM, GF-4 76 Super Synthetic Blend Motor Oil	A.J.Hurt,Jr.,Inc. dba		′ ′		′ ′ ′		
List brand below $\Psi$	Reladyr	1e					
DuraMax Syn Blend 5W-20 SN	,						
Per Case of 12 Quarts in Quart Containers	\$	37.36	\$	76.92			

SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil  List brand below ↓  DuraMax syn Blend 5W-30 SN	A.J	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Case of 12 Quarts in Quart Containers	\$	37.36	No Bid

SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil  List brand below ↓  DuraMax syn Blend 10W-30 SN	A	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Case of 12 Quarts in Quart Containers	\$	37.05	No Bid

SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend	A.J.Hurt,Jr.,Inc.	Sun Coast	
List brand below ↓	dba Reladyne	Resources Inc.	
AllFleet Syn Blend CJ-5 SN 15W-40	Kelauylie		
Per Case of 12 Quarts in Quart Containers	\$ 46.41	No Bid	
Per Gallon in 1 Gallon Pail	\$ 9.70	No Bid	
Per Pail of 5 Gallons	\$ 64.09	No Bid	
Per Drum of 55 Gallons	\$ 597.74	No Bid	

SAE 10W 76 T5X 10  List brand below ↓  Chevron Ursa Super + 10W	A.J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Pail of 5 Gallons	\$ 83.07	No Bid
Per Drum of 55 Gallons	\$ 806.52	No Bid

SAE 30 76 T5X 30	A.J.Hurt,Jr.,Inc. dba	. Sun Coast Resources Inc.	
List brand below ✓	Reladyne	resources me.	
Chevron Delo 400 30	Relauyiic		
Per Pail of 5 Gallons	\$ 86.45	No Bid	
Per Drum of 55 Gallons	\$ 863.72	No Bid	

Subsection 10.4.2: Conoco/Phillips or Equal to (cont'd)

SAE 50 Heavy Duty Drive Train 76 HT-4 50 (Meets Cat's TO-4 Specification)  List brand below   Chevron Delo TorqForce 50	A.	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast sources Inc.
Per Pail of 5 Gallons	\$	93.54	\$ 94.85
Per Drum of 55 Gallons	\$	872.30	\$ 866.25

Synthetic Transoil 50 GL-1/MP-1 (Eaton Roadranger PS-164 Rev 7)  List brand below   ✓	A.J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Pail of 5 Gallons	N/A	No Bid

Mercon V Automatic Transmission Fluid  List brand below ↓  DuraMax Global Synthetic ATF	A.J	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Case of 12 Quarts in Quart Containers	\$	51.01	No Bid
Per Pail of 5 Gallons	\$	62.34	No Bid

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S) List brand below ↓	Α	J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.	
AllFleet Premium AW Hyd Oil 46		·		
Per Pail of 5 Gallons	\$	51.94	No Bid	
Per Drum of 55 Gallons	\$	464.04	No Bid	

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)  List brand below ↓  AllFleet Premium AW Hyd Oil 68	A	.J.Hurt,Jr.,Inc. dba Reladyne	Sun Coast Resources Inc.
Per Pail of 5 Gallons	\$	53.04	No Bid
Per Drum of 55 Gallons	\$	476.19	No Bid

TDH Oil Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	A.J.Hurt,Jr.,Inc.		Sun Coast Resources Inc.
List brand below ↓	dba Reladyne		Resources Inc.
ARM Tractor Hyd Fluid		Relauyiie	
Per Pail of 5 Gallons	\$	35.88	No Bid
Per Drum of 55 Gallons	\$	357.50	No Bid
Per Gallon in Bulk	\$	5.53	No Bid

Subsection 10.4.2: Conoco/Phillips or Equal to (cont'd)

Subsection 10.4.2: Conoco/Phillips or Equal to (cont'd)		
Grease NLGI GC-LB Calcium Sulfonate	A.J.Hurt,Jr.,Inc.	Sun Coast
List brand below ↓	dba	Resources Inc.
Phillips 66 Omniguard 460 #2 Grease	Reladyne	
Per Case of 10, 14oz Tubes	\$ 75.64	No Bid
Per 35# Container	No Bid	No Bid
Per 120# Container	No Bid	No Bid
rei 120# Containei	No Blu	NO DIG
Gear Oil 85-140 GL-5/MP-1 76MP Gear Lube	A.J.Hurt,Jr.,Inc.	Sun Coast Resources Inc.
List brand below ↓		Resources Inc.
Chevron Delo Gear EP-5 85W-140	Reladyne	
Per 35# Container	\$ 87.38	No Bid
Per 120# Container	No Bid	No Bid
	•	
Mercon VI Automatic Transmission Fluid	A.J.Hurt,Jr.,Inc.	Sun Coast
**************************************	dba	Resources Inc.
List brand below ↓	Reladyne	
DuraMax Global Synthetic ATF	•	
Per Case of 12 Quarts in Quart Containers	\$ 51.01	No Bid
ATF+4 Transmission Fluid	A.J.Hurt,Jr.,Inc.	Sun Coast
List brand below <b>↓</b>	dba	Resources Inc.
DuraMax Global Synthetic ATF	Reladyne	
Per Case of 12 Quarts in Quart Containers	\$ 51.01	No Bid
Fer Case of 12 Quarts in Quart Containers	\$ 31.01	NO DIG
Dexron VI Automatic Transmission Fluid	A.J.Hurt,Jr.,Inc.	Sun Coast Resources Inc.
List brand below <b>↓</b>	Reladyne	resources inc.
DuraMax Global Synthetic ATF	Keladylic	
Per Case of 12 Quarts in Quart Containers	\$ 51.01	No Bid
Gear Oil 75W-90 Synthetic	A.J.Hurt,Jr.,Inc.	Sun Coast
List brand below ✓	dba	Resources Inc.
List brand below $\checkmark$	Reladyne	
	37. 27.1	37 7011
Per Case of 12 Quarts in Quart Containers	No Bid	No Bid
C ON THE WATER OF THE STATE OF		G G .
Gear Oil 75W-140 Synthetic	A.J.Hurt,Jr.,Inc.	Sun Coast
List brand below ↓	dba	Resources Inc.
	Reladyne	
Per Case of 12 Quarts in Quart Containers	No Bid	No Bid
	110 Bia	1.0 Dia

# COUNTY PURCHASING AGENT Fort Bend County, Texas

# **Vendor Information**

Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Taichanne Wegin							
Legal Company Name (top line of W9)	A.J.Hurt,Jr.,Inc.				3.50		
Business Name (if different from legal name)	Reladyne						
Federal ID # or S.S. #	74-1650693	DUNS#	Not assessed than the first own and the standard section of the standard of th	Towns or a second second of the second secon			
ス・デート And	× Corporation/LLC	Parte	ıership	Age in B	usiness?		
Type of Business	Sole Proprietor/Individual	Sole Proprietor/Individual Tax Exempt Organization					
Publicly Traded Business	× No Yes Ticker Sy	mbol	il - Marangaria -	177	2.1 / Lamina rite, a monthly by community of Community of State of		
Remittance Address		P.O. Bo	x 958427		eth Ame Abdoly all the American service from		
City/State/Zip	St. L	ouis,MC	0 63155-8427	Agree for some of a separate and a separate for the separ			
Physical Address		3310	Alice St.				
City/State/Zip	Ho	uston,T	exas 77021				
Phone/Fax Number	Phone: 713-747-7411	Fax: 71	3-747-7418				
Contact Person		Crayto	n Nelson				
E-mail	crayi	ion.nelsor	n@reladyne.com				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterpri SBE-Small Business Enterprise HUB-Texas Historically Underutilized WBE-Women's Business Enterprise	-	Certification # Certification # Certification # Certification #	races Salvanes con	Exp Date		
Mad Chromography agency and the second secon	<\$500,000	<b></b>	000-\$4,999,999	***************************************			
Company's gross annual	The second secon	And the American Committee of the American C	CONTRACTOR OF THE PROPERTY OF	thanker (figher bloom) of the 1990 allerns, the section we	and the state of t		
receipts	\$5,000,000-\$16,999,999	\$1/,V	,000,000-\$22,399,999				
NAICs codes (Please enter all that apply)	>\$22,400,000 × 454	319,45	4311,45431	MARINESTE ST. ST. War chief Com Indicate Spiller St.	<del>yaka yana da kasana kasana kasan</del> da kasanda kasanda kasanda kasanda kasanda kasanda kasanda kasanda kasanda kasa		
Signature of Authorized Representative	<i>&gt;&gt;</i>	$\sqrt{\cancel{k}}$	w.				
Printed Name		Weff	Johes	mayora ya da da Mariani da			
Title	A Commission of the Commission		ess Manager	tamidynamikishii filozoficjin grabylandy doby był wzyszi	Minazar Arceni <u>a</u> in Antaga Ana air an Air		
Date	Tring down branches de serve bestimblied a serve en en un version de de menur en en engage de de ment de la les pour en	12/0	6/2021	and has recommended in the state of the stat			

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

# Fort Bend County, Texas Invitation for Bid



### Term Contract for Purchase of Oil and Lubricants BID 22-038

#### 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:

Tuesday, December 14, 2021 2:00 PM (Central)

#### LABEL ENVELOPE:

BID 22-038 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 UNOPENED.

Results will not be given by phone.

Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Cheryl Krejci, CPPB
Assistant County Purchasing Agent cheryl.krejci@fortbendcountytx.gov

#### Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- > Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 11/23//21 Issued: 11/28/21

#### 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, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return 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, Assistant Purchasing Agent, 301 Suite Richmond. 201. Texas 77469. e-mail: cheryl.kreici@fortbendcountytx.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 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, December 7, 2021 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.
- 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.

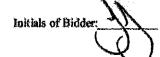
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are

opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

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

delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.

- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to product 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 Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar



amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first three (3) months of this contract. Increase requests 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 purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
  - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the

purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copyof 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 bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.



- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the

performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or remunciation of the claim or right unless the waived or remunciation 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 trace 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.
- 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 and deliver oil and lubricants for Fort Bend County as specified herein.

#### 4.0 TERM OF CONTRACT:

The term of this contract is **January 1**, 2022 through June 30, 2022, renewable for two (2) six (6) month terms (through June 30, 2023) under the same terms and conditions if mutually agreeable by 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 TEXAS ETHICS COMMISSION FORM 1295:

5.1 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: <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> info form1295.htm.



#### 5.2 On-line instructions:

- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: B22-038.
- 5.2.3 Description is the title of the solicitation: Oil & Lubricants.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

#### 6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

#### 7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

#### 8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

#### **9.0** AWARD:

This contract will be awarded to the lowest and best bid per item, with the exception of Section 10.3 which will be awarded to the lowest and best bid per subsection.

#### 10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

#### 11.0 GENERAL:

- 11.1 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 11.2 No minimum orders, by quantity or dollar amount.
- 11.3 Bidders may be required to submit samples for inspection and evaluation after bid opening to determine acceptability.

#### 12.0 DELIVERY:

- 12.1 Vendor must complete delivery within two (2) working days after receipt of purchase order.
- 12.2 Vendor must have the ability to make two-hour deliveries in the event of an emergency.
- 12.3 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.
- 12.4 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.
- 12.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday through Friday.
- 12.6 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 12.7 No minimum orders, dollar amount or quantity.
- 12.8 Vendor must pick up and dispose of empty oil pails and drums. No drum deposits are allowed.
- 12.9 Manufacturers' Safety Data Sheets (MSDS) must be provided for each product ordered at time of delivery.
- 12.10 Bid prices are to include any and all state, federal charges, etc.

### 13.0 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.

### 14.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents stated herein with submission:

- 14.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

## Contract Sheet Bid 22-038

# THE STATE OF TEXAS COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the $\frac{4}{2}$ day of $\frac{1}{2}$ January , 20 22,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
A. S. User Sr. Inc. (hereinafter designated Contractor).
(company name)
WITNESSETH:
The Contractor and the County agree that the bid and specifications for the 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 4th day of January 20 22.
Fort Bend County, Texas
Ry: County Judge KP George
County Judge, KP George
Ву:
Signature of Contractor
By: Jest Jones Hea Vusines & Mes

(Rev. December 2014)

• Form 1098-S (proceeds from real estate transactions)

· Form 1099-K (merchant card and third party network transactions)

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not

	Revenue Service	l								SAIIA	LŲ LIPS	f ITO.
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	A.J.Hurt,Jr.											
κî	2 Business name/c		name, if differ	rent from a	bave			00.3 (0		THE STREET, ST	nearly areas	
8	74-164069	3										
ă.	3.Check appropriat	le box for federal	ta <u>z clas</u> sificat	ion; check	anly one of the fo	llowing seven boxes:	-		4 Exempt	ons (code	з аррі	y anly to
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Print or type Specific Instructions on page	A.J.Hurt,J						Reque	ster's name a	no accress	(obrioner)	,	
B.	6 City, state, and Z		Maida	10	<del>Marijar dila 155 sama na 1584 baranga 114</del> sajahi	Dock for this to the first of the same of the same to						
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Par		er Identific					w				ARCHINATION OF THE	
Enter	your TIN in the app	propriate box. T	The TIN provi	ded mus	t match the nan	ie given on line 1 to iber (SSN). However	avoid	Social sec	urity numb	er		
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	ir ure account is in ines on whose num		ingine, see	ពសេ ៧នាអភ	Criona for Ime 1	and the chart on pa	ge 4 tor			7 7		<del>T</del>
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Par	Certific	ation	ati ili qualifi in applicit que trapique se	<del>loo-//sext.millarese</del>						aran <del>ulkun ma alla</del>		
Under	penalties of perjur	y, I certify that:								100000	CES-14/18/09/24 B	
1. The	anumber shown o	a this form is m	ly correct tax	(payer ide	entification num	ber (or I am walting f	or a num	ber to be is:	sued to me	); and		
						ckup withholding, or						
	vice (IRS) that I am longer subject to b			ding as a	result of a failu	e to report all intere	st or divic	lends, or (c)	the IRS h	us notific	od me	that I am
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	n a U.S. citizen or : FATCA code(e) en	•	*			t from FATCA repor	lina ie en	maci				
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becau	se you have failed:	to report all inte	erest and div	ridends o	n your tax retur	n. For real estate tran	reactions	, item 2 dos	s not appl	y. For m	ortgag	je
interes	it paid, acquisition	or abandonme	int of secure	d propert	y, cancellation o	if debt, contributions o sign the certification	to an inc	dividual retir	ement arra	angemer	ik (IFIA IM Ga	), and
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Here	U.S. person 🟲	<b>.</b>	XXV	~ <i>}</i> ~~	<u> </u>	Contract of the second	Date - N	//*\ 				
Gen	eral Instruc	tions (	(Q)	0 ,		• Form 1098 (home r	nortgage i	nterest), 1098	-E (student	loan inter	est), 10	198-T
	references are to the		Code unless	otherwise	noted.	(tuition) • Form 1099-C (cand	alari dehili					
Future	developmente, Infor	mation about de	relopments aff	ecting For		• Form 1099-A (acqu			of secured	property)		
	lation enacted efter v	re refease it) is at	www.irs.govn	wg.		Use Form W-9 only	y if you are	a U.S. perso	n (including	a resider	t alien)	, to
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which n	nay be your social se	curity number (S	SN), individual	taxpayer l	dentification	By signing the filler	mot tue-t	, you:				
identifk	' (ITIN), edoption texp ation number (EIN), t	o report on an inf	formation retur	n the amo	unt paid to	<ol> <li>Certify that the life to be issued).</li> </ol>	iN you are	giving is cor	nect (or you	are wailir	ig for a	number
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	1099-INT (Interest ea		•			3. Cielm exemption applicable, vou are a						
	1099-DIV (dividends,					any pertnership incor	ne from a	U.S. trade or	business is	not subje	et to th	16
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* Low Prokers	1099-13 (stock or mul )	nd soles duni mu.	w certain othe	r transacti	ans Dy	4. Certify that FAT exempt from the FAT	OA repont					
• Form	1099-S (proceeds fro	ım real estate trar	nsactions)			page 2 for further info	amation.					

TAX FORM/DEBT/ RESIDENCE CERTIFICATION (for Advertised Projects)
Taxpayer Identification Number (T.I.N.): 74-1640693
Company Name submitting Bid/Proposal: A.J.Hurt,Jr.,Inc. dba Reladyne
Mailing Address: 3310 Alice Street Houston, Texas 77021
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 N/A
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.)
Fort Bend County Tax Acct. No.* Property address or location**
* 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 inventor may be stored at a warehouse or other location.
II. <u>Fort Bend County Debt</u> - 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 Count 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 A,J.Hurt,Jr.,Inc. 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]

Job No.:

# Fort Bend County Pricing Form BID 22-038

# **Term Contract for Oil and Lubricants**

Term: January 1, 2022 through June 30,2022

Section 10.1: CHEVRON PRODUCTS	Vendor Name:	A.J.Hurt,Jr.,Inc. dba	Reladyne
SAE 10W30 CJ-4/SM Delo 400 XLE		Ві	d Price
Per Case of 12 Quarts in Quart Containers		\$	62.18
Per Gallon in 1 Gallon Bottle		\$	19.18
Per Pail of 5 Gallons		\$	97.24
Per Drum of 55 Gallons		\$	962.39
SAE 15W-40 CJ-4 Delo 400			d Price
Per Case of 12 Quarts in Quart Containers		s	60.80
Per Gallon in 1 Gallon Bottle	<del></del>	\$	17.43
Per Pail of 5 Gallons		\$	88.14
Per Drum of 55 Gallons	<u>, , , , , , , , , , , , , , , , , , , </u>	\$	862.20
Per Gallon in Bulk		\$	14.17
	The Part of the Pa		
SAE 15W-40 CJ-4 Delo 400 XLE		Bi	d Price
Per Case of 12 Quarts in Quart Containers		\$	42.18
Per Gallon in 1 Gallon Bottle		\$	20.73
Per Pail of 5 Gallons		\$	91.39
Per Drum of 55 Gallons		\$	898.04
Per Gallon in Bulk		\$	15.35
SAE 10 Delo 400		<b>12</b> :	id Price
Per Pail of 5 Gallons		\$	83.07
Per Drum of 55 Gallons		\$	806.52
I of Diam of 33 Oakons		1 4	000.02
SAE 30 Delo 400		В	id Price
Per Quart in Quart Container		\$	5.91
Per Pail of 5 Gallons		\$	86.45
Per Drum of 55 Gallons		\$	863,72
	C TE AS N		id Price
SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Per Pail of 5 Gallons	<u> Бресиясанонз)</u>	\$	93.54
Per Drum of 55 Gallons	**************************************	\$	872.30
Let Dimit of 33 dations		1 4	072.50
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-	<b>S</b> )	В	id Price
Per Pail of 5 Gallons		\$	68.71
Per Drum of 55 Gallons		\$	648.51
Per Gallon in Bulk		\$	10.82

Section 10.1: CHEVRON PRODUCTS (cont'd)	Vendor Name:	A.J.Hurt,Jr.,Inc. o	lba R	eladyne
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)			Bic	l Price
Per Pail of 5 Gallons		S	\$	70.01
Per Drum of 55 Gallons		(	\$	662.81

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid	Price
Per Pail of 5 Gallons	\$	84.05
Per Drum of 55 Gallons	\$	817.26
Per Gallon in Bulk	\$	13.88

Grease Ultra-Duty EP2	Bio	l Price
Per Case of 10, 14oz Tubes	\$	36.74
Per 35# Container	\$	139.69
Per 120# Container	\$	455.56

Gear Oil 85-140 GL-5	Bic	l Price
Per Case of 12 Quarts in Quart Containers	\$	57.28
Per 35# Container	\$	87.38

Gear Oil, Universal 85-140 GL-5	I	Bid Price
Per 35# Container	\$	87.38

Section 10.2: CONOCO/PHILLIPS Vendor Name: A.J.Hurt,Jr.,In	ıc. dba	ı Reladyne
SAE 5W-20 SM, GF-4 76 Super Synthetic Blend Motor Oil	F	3id Price
Per Case of 12 Quart Containers	\$	63.98
SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	. E	3id Price
Per Case of 12 Quart Containers	\$	63.98
	are est	
SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	2 30, 24, 60	Bid Price
Per Case of 12 Quart Containers	\$	63.98
SAE 10W-30 Guardol FE	T. T.	Bid Price
Per Case of 12 Quart Containers		N/A
Per Gallon in 1 Gallon Pail	+	N/A
Per Pail of 5 Gallons		N/A
Per Drum of 55 Gallons	\$	1,251.25
Per Gallon in Bulk	\$	30,31
SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend	I	3id Price
Per Case of 12 Quart Containers	\$	83.89
Per Gallon in 1 Gallon Pail		N/A
Per Pail of 5 Gallons	\$	136.82
Per Drum of 55 Gallons	\$	946.72
Per Gallon in Bulk	\$	25.06
	er Francisco	
SAE 10W 76 T5X 10	A 80 (VS)	Bid Price
Per Pail of 5 Gallons	\$	127.06
Per Drum of 55 Gallons	\$	1,369.50
SAE 30 76 T5X 30	ole sta	Bid Price
Per Pail of 5 Gallons		N/A
Per Drum of 55 Gallons	+	N/A
prer Dian of 33 Galois		INIA
SAE 50 Heavy Duty Drive Train 76 HT-4 50 (Meets Cat's TO-4 Specification)		Bid Price
Per Pail of 5 Gallons	\$	95.00
Per Drum of 55 Gallons	\$	1,214.42
		<del></del>
Synthetic Transoil 50 GL-1/MP-1 (Eaton Roadranger PS-164 Rev 7)	T J	Bid Price
Per Pail of 5 Gallons		N/A
Mercon V Automatic Transmission Fluid		Bid Price
Per Case of 12 Quart Containers		N/A
Per Pail of 5 Gallons	<u> </u>	N/A

Section 10.2: CONOCO/PHILLIPS (cont'd)  Vende	or Name: A.J.Hurt,Jr.,Inc. c	lba Reladyne
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)		Bid Price
Per Pail of 5 Gallons		71.71
Per Drum of 55 Gallons		695.74
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)		Bid Price
Per Pail of 5 Gallons		75.01
Per Drum of 55 Gallons		718.87
TDH Oil Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)		Bid Price
Per Pail of 5 Gallons		
Per Drum of 55 Gallons		
Per Gallon in Bulk		15.56
Grease NLGI GC-LB Calcium Sulfonate		Bid Price
Per Case of 10, 14oz Tubes Per 35# Container		75.64
		N/A
Per 120# Container		N/A
Gear Oil 85-140 GL-5/MP-1 76MP Gear Lube		Bid Price
Per Case of 12 Quarts in Quart Containers		N/A
Per 35# Container	· · · · · · · · · · · · · · · · · · ·	136,71
Per 120# Container		509.87
Females and the second	· · · · · · · · · · · · · · · · · · ·	
Mercon VI Automatic Transmission Fluid		Bid Price
Per Case of 12 Quarts in Quart Containers		N/A
Per Pail of 5 Gallons		N/A
ATF+4 Transmission Fluid		Bid Price
Per Case of 12 Quarts in Quart Containers		N/A
Per Pail of 5 Gallons		N/A
		mate Lee SOUTH IN TO SOUTH
Dexron VI Automatic Transmission Fluid		Bid Price
Per Case of 12 Quarts in Quart Containers		85.20
Per Pail of 5 Gallons		N/A
C 01 75 W 00 C 41 45		
Gear Oil 75W-90 Synthetic		Bid Price
Per Case of 12 Quarts in Quart Containers		N/A
Per 35# Container	and the state of t	N/A
Gear Oil 75W-140 Synthetic		Bid Price
Per Case of 12 Quarts in Quart Containers		N/A
Per 35# Container		N/A
LOI JOH COMMUNICATION OF THE PROPERTY OF THE P		1.N/ 4.7k

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### Section 10.3: ANTIFREEZE

**Subsection 10.3.1** 

A.J.Hurt, Jr., Inc. dba Reladyne **Vendor Name:** Multi-Vehicle Antifreeze, concentrated Estimated Total Bid Price Quantity List brand below ↓ Havoline Universal 100% 622,00 \$ Per Gallon in 1 Gallon Bottle 12.44 50 55/ 719.29 Per Drum of 55 Gallons \$ 119,29 Total: \$ 1341,29

**Subsection 10.3.2** 

		T	otal:	\$ 873,79
Per Drum of 55 Gallons	\$ 484.77	<del>55</del>		484,7
Per Gallon in 1 Gallon Bottle	\$ 7.78	50		389.00
DuraMax All Makes 50/50		A Company		
List brand below ♥				
Multi-Vehicle Antifreeze, ready-to-use	lid Price	Estima Quant	100	Total

### Section 10.4: GENERIC

Subsection 10.4: GENERIC  Subsection 10.4.1 Chevron Products or Equal to Vendor Nan	ne: A.J.Hurt,Jr.,Inc. dba Reladyne
SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
List brand below ✓	
Chevron Delo 400XLE 10W-30	
Per Case of 12 Quart Containers	N/A
Per Gallon in 1 Gallon Bottle	\$ 19.18
Per Pail of 5 Gallons	\$ 97.24
Per Drum of 55 Gallons	\$ 962.39
SAE 15W-40 CJ-4 Delo 400	Bid Price
List brand below ↓	
AllFleet Premuim syn blend 15W-40,CK-4	
Per Case of 12 Quart Containers	\$ 46.41
Per Pail of 5 Gallons	\$ 64.09
Per Drum of 55 Gallons	\$ 597.74
Per Gallon in Bulk	\$ 9.89
SAE 30 Delo 400	Bid Price
List brand below ↓	
Chevron Delo 404 30/Chevron Ursa Super + 30	
Per Case of 12 Quart Containers	\$ 35.46
Per Pail of 5 Gallons	\$ 86.45
Per Drum of 55 Gallons	\$ 893.72
SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	Bid Price
List brand below $\Psi$	
Chevron Delo TorqForce 50	
Per Pail of 5 Gallons	\$ 93.54
Per Drum of 55 Gallons	\$ 872.30
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ♥	
AllFleet Premium AW hydraulic Oil 46	
Per Pail of 5 Gallons	\$ 51.94
Per Drum of 55 Gallons	\$ 464.04
Per Gallon in Bulk	\$ 7.46
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
List brand below ↓	
AllFleet Premium AW hydraulic Oil 68	
	Ø 53.04
Per Pail of 5 Gallons	\$ 53.04

Subsection 10.4.1 Chevron Products or Eq	qual to (cont'd)	Vendor Name:	A.J.Hurt,Jr.,Inc. dba Reladyne

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bi	d Price
List brand below 🗸		
ARM Tractor Hydraulic Fluid		
Per Pail of 5 Gallons	\$	35.88
Per Drum of 55 Gallons	\$	357.50
Per Gallon in Bulk	\$	5,53

Grease Ultra-Duty EP2	Bi	d Price
List brand below ↓		
Chevron Ultra-Duty EP-2		
Per Case of 10, 14oz Tubes	\$	36.74
Per 35# Container	\$	139.69
Per 120# Container	\$	455.52

List brand below ♥	<b>†</b>	
Chevron Delo Gear EP-5 85W-140		
Per 35# Container	\$	87.38

Gear Oil, Universal 85-140 GL-5	Bid	Price
List brand below ↓		
Chevron Delo Gear EP-5 85W-140		
Per 35# Container	\$	87.38

SAE 5W-20 SM, GF-4 76 Super Synthetic Blend Motor Oil	B	id Price
List brand below ✓		
DuraMax Syn Blend 5W-20 SN		
Per Case of 12 Quarts in Quart Containers	\$	37.36
SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	В	id Price
List brand below ↓		
DuraMax syn Blend 5W-30 SN	1	
Per Case of 12 Quarts in Quart Containers	\$	37.36
SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	<b>B</b>	id Price
List brand below ✓		
DuraMax syn Blend 10W-30 SN	٦	
Per Case of 12 Quarts in Quart Containers	\$	37.05
	sa Kotasa 🛶	22-21-21
SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend		id Price
List brand below ↓		
AllFleet Syn Blend CJ-5 SN 15W-40		a de la companya del companya de la companya del companya de la co
Per Case of 12 Quarts in Quart Containers	\$	46.41
Per Gallon in 1 Gallon Pail	\$	9.70
Per Pail of 5 Gallons	\$	64.09
Per Drum of 55 Gallons	\$	597.74
SAE 10W 76 T5X 10	В	id Price
List brand below <b>↓</b>		
Chevron Ursa Super + 10W		
Per Pail of 5 Gallons	\$	83.07
Per Drum of 55 Gallons	\$	806.52
SAE 30 76 T5X 30	В	id Price
List brand below ♥	1	
Chevron Delo 400 30		and sources of the second
Per Pail of 5 Gallons	\$	86.45
Per Drum of 55 Gallons	\$	863.72
SAE 50 Heavy Duty Drive Train 76 HT-4 50 (Meets Cat's TO-4 Specification)	R	id Price
List brand below ↓		
	4	
Chevron Delo TorqForce 50 Per Pail of 5 Gallons	Charles Control	02.64
	\$	93.54
Per Drum of 55 Gallons	\$	872.30

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Synthetic Transoil 50 GL-1/MP-1 (Eaton Roadranger PS-164 Rev 7)	Bi	d Price
List brand below ♥		
		i di Saku
Per Pail of 5 Gallons		N/A
Mercon V Automatic Transmission Fluid	Bi	d Price
List brand below ↓		
DuraMax Global Synthetic ATF	4	
Per Case of 12 Quarts in Quart Containers	\$	51.01
Per Pail of 5 Gallons	\$	62.34
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	B	d Price
List brand below ¥		
AllFleet Premium AW Hyd Oil 46		
Per Pail of 5 Gallons	\$	51.94
Per Drum of 55 Gallons	\$	464.04
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bi	d Price
List brand below ↓		
AllFleet Premium AW Hyd Oil 68		
Per Pail of 5 Gallons	\$	53.04
Per Drum of 55 Gallons	\$	476.19
TDH Oil Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	В	id Price
List brand below ↓		
ARM Tractor Hyd Fluid		
Per Pail of 5 Gallons	\$	35.88
Per Drum of 55 Gallons	\$	357.50
Per Gallon in Bulk	\$	5.53
Grease NLGI GC-LB Calcium Sulfonate	В	id Price
List brand below ↓		región de la constanta de la c
Phillips 66 Omniguard 460 #2 Grease		
Per Case of 10, 14oz Tubes	\$	75.64
Per 35# Container		N/A
Per 120# Container		N/A
Gear Oil 85-140 GL-5/MP-1 76MP Gear Lube	В	id Price
List brand below ✓		
Chevron Delo Gear EP-5 85W-140		
Per 35# Container	\$	87.38
		N/A

.

Mercon VI Automatic Transmission Fluid	Bid Price
List brand below ♥	
DuraMax Global Synthetic ATF	
Per Case of 12 Quarts in Quart Containers	\$ 51.01
ATF+4 Transmission Fluid	Bid Price
List brand below ♥	
DuraMax Global Synthetic ATF	
Per Case of 12 Quarts in Quart Containers	\$ 51.01
Dexron VI Automatic Transmission Fluid	Bid Price
List brand below $oldsymbol{arPsi}$	
DuraMax Global Synthetic ATF	
Per Case of 12 Quarts in Quart Containers	\$ 51.01
Gear Oil 75W-90 Synthetic	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	N/A
Gear Oil 75W-140 Synthetic	Bid Price
List brand below ✓	
Per Case of 12 Quarts in Quart Containers	N/A

Subsection 10.4.2: Conoco/Phillips or Equal to (cont'd)

A.J.Hurt,Jr.,Inc. dba Reladyne

Vendor Name:

# THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OF THE OWNER OWNE

# COUNTY PURCHASING AGENT Fort Bend County, Texas

# **Vendor Information**

Jaime Kovar
Office (281) 341-8640
Purchasing Agent

r uremasing rigent							
Legal Company Name (top line of W9)	Sun Coast Resources, Inc.						
Business Name (if different from legal name)							
Federal ID # or S.S. #	76-0143483 DUNS # 15-406-7896						
	X Corporation/LLC		nership	Age in B	usiness?		
Type of Business	Sole Proprietor/Individual	Tax E	Exempt Organization	36 Year	S		
Publicly Traded Business	No Yes Ticker Sy	mbol					
Remittance Address		PO Box	x 735606				
City/State/Zip		Dallas,	TX 75373				
Physical Address	6405 Cavalcade	6405 Cavalcade St., Building 1, Houston, TX 77026					
City/State/Zip	H	Houston, TX 77026					
Phone/Fax Number	Phone: 713-429-6702 Fax: 713-429-8424						
Contact Person	Terri Bateman						
E-mail	nationa	l@suncc	astresources.com				
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterpr SBE-Small Business Enterprise HUB-Texas Historically Underutilized WBE-Women's Business Enterprise	Business	<u>Cert Date</u>  09/30/1990	Exp Date  05-31-2022			
C1	<\$500,000	\$500,	000-\$4,999,999				
Company's gross annual receipts	\$5,000,000-\$16,999,999	\$17,0	00,000-\$22,399,999				
receipts	>\$22,400,000 <u>X</u>						
NAICs codes (Please enter all that apply)		424	4710				
Signature of Authorized Representative	Steven Boys	d					
Printed Name	Steven Boyd						
Title	Sr. Managing Direi	NO C					
Date	12/6/2021	70.7					

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

# Fort Bend County, Texas Invitation for Bid



### Term Contract for Purchase of Oil and Lubricants BID 22-038

### 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:

Tuesday, December 14, 2021 2:00 PM (Central)

### LABEL ENVELOPE:

BID 22-038 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 UNOPENED.

Results will not be given by phone.

Results will be provided to bidder in writing after the Commissioners Court awards.

Requests for information must be in writing and directed to:
Cheryl Krejci, CPPB
Assistant County Purchasing Agent cheryl.krejci@fortbendcountytx.gov

### Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no Later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Prepared: 11/23//21 Issued: 11/28/21





# FORT BEND COUNTY

**SEALED BID** 

BID DUE DATE:
DECEMBER 14, 2021 @ 2PM

BID FOR:
OIL AND LUBRICANTS

BID NUMBER/PROJECT: 22-038

PURCHASING DEPARTMENT TRAVIS ANNEX 301 JACKSON STE. 201 RICHMOND, TX 77469

BY:

SUN COAST RESOURCES, INC. C/O NATIONAL SALES AND SUPPLY 6405 CAVALCADE, BUILDING 1 HOUSTON, TX 77026 NATIONAL@SUNCOASTRESOURCES.COM 713-429-6702 DIRECT

### 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.
- Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. 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 correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- Bid Returns: Bidders must return 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. <u>Late bids will not be accepted</u>. 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

Initials of Bidder:

documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Assistant Purchasing Agent, 301 Jackson, Suite 201, Richmond, 77469. Texas e-mail: cheryl.krejci@fortbendcountytx.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 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, December 7, 2021 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.
- 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.
- Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.
- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is

not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.

- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are



- opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.
- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.
- 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 Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar



- amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first three (3) months of this contract. Increase requests 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 purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.
- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
  - 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the

Initials of Bidder: Sclo

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 bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.
- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.



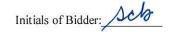
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.
- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the



performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trace 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.
- 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 and deliver oil and lubricants for Fort Bend County as specified herein.

### 4.0 TERM OF CONTRACT:

The term of this contract is **January 1, 2022 through June 30, 2022**, renewable for two (2) six (6) month terms (through June 30, 2023) under the same terms and conditions if mutually agreeable by 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 TEXAS ETHICS COMMISSION FORM 1295:

5.1 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.



### 5.2 On-line instructions:

- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: B22-038.
- 5.2.3 Description is the title of the solicitation: Oil & Lubricants.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

### 6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

### 7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

### 8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

### **9.0** AWARD:

This contract will be awarded to the lowest and best bid per item, with the exception of Section 10.3 which will be awarded to the lowest and best bid per subsection.

Initials of Bidder: Sch

### 10.0 SPECIFICATIONS and BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. No more than two (2) decimal places are permitted.

### 11.0 GENERAL:

- 11.1 Quantities listed are estimates only. Fort Bend County does not guarantee the quantities stated will be purchased.
- 11.2 No minimum orders, by quantity or dollar amount.
- 11.3 Bidders may be required to submit samples for inspection and evaluation after bid opening to determine acceptability.

### 12.0 DELIVERY:

- 12.1 Vendor must complete delivery within two (2) working days after receipt of purchase order.
- 12.2 Vendor must have the ability to make two-hour deliveries in the event of an emergency.
- 12.3 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.
- 12.4 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.
- 12.5 All deliveries must be made and completed between 8:00 AM and 3:00 PM, Monday through Friday.
- 12.6 Fort Bend County reserves the right to add or delete delivery locations as needed.
- 12.7 **No minimum orders,** dollar amount or quantity.
- 12.8 Vendor must pick up and dispose of empty oil pails and drums. No drum deposits are allowed.
- 12.9 Manufacturers' Safety Data Sheets (MSDS) must be provided for each product ordered at time of delivery.
- 12.10 Bid prices are to include any and all state, federal charges, etc.

Initials of Bidder:

### 13.0 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.

### 14.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide the below along with any additional documents stated herein with submission:

- 14.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

### Contract Sheet Bid 22-038

# THE STATE OF TEXAS COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the $4$ day of $3$ day
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Sun Coast Resources, Inc. (hereinafter designated Contractor).
(company name)
WITNESSETH:
The Contractor and the County agree that the bid and specifications for the 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 4th day of January 20 22.
By: Sounty Judge KP George Fort Bend County, Texas
County Judge, KP George
By: Signature of Contractor
Signature of Contractor
By: Steven Boyd, Sr. Managing Director Printed Name and Title

# (Rev. October 2018) Department of the Treasury Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

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

	ge // c/m//c fet m	or actions and the late	204 11111011	mu											
	1 Name (as shown on your income tax return). Name is required on this line; Sun Coast Resources, Inc.	do not leave this line blank.										,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
	2 Business name/disregarded entity name, if different from above														
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.							certain entities, not individuals; see instructions on page 3):								
e.	5 Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC							Exempt payee code (if any)							
r typ	Limited liability company. Enter the tax classification (C=C corporation, S	S=S corporation, P=Partne	rship) ▶_												
Print or type. Specific Instructions on page	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership)  Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.						1 PRE-1000000000000000000000000000000000000								
bec	Other (see instructions) >		Ι		Annual Country	37.8		to account		2000	outside	the U.	S.)		
a)	5 Address (number, street, and apt. or suite no.) See instructions. PO Box 735606		Request	ter's	name	e and	add	iress (or	otion	al)					
S	6 City, state, and ZIP code														
- 1	Dallas, TX 75373-5606		Č												
Ī	7 List account number(s) here (optional)					nt.PP///		7.84	Sifes 1						
PSP-Services		-2-241-2544/4728										000000			
Part															
Enter y	our TIN in the appropriate box. The TIN provided must match the nan o withholding. For individuals, this is generally your social security nur	me given on line 1 to av	oid [	So	cial s	ecur	ity n	umber	1	_	_	1			
resider	nt alien, sole proprietor, or disregarded entity, see the instructions for	Part I. later. For other					-		-						
TIN, lat	s, it is your employer identification number (ÉIN). If you do not have a ster.	number, see How to ge		or			l			_			1		
Note: I	f the account is in more than one name, see the instructions for line 1	. Also see What Name			ploye	er ide	entif	ication	num	ber					
Number To Give the Requester for guidelines on whose number to enter.				Ī		a lan	Π		T <sub>20</sub>						
				7	6	-	0	1 4	3	4	8	3			
Part	10.00														
	penalties of perjury, I certify that:														
2. I am Serv	number shown on this form is my correct taxpayer identification num not subject to backup withholding because: (a) I am exempt from ba ice (IRS) that I am subject to backup withholding as a result of a failu anger subject to backup withholding; and	ckup withholding, or (b)	I have n	not b	been	noti	fied	by the	Inte	rnal ed r	Reve	enue at I	am		
3. I am	a U.S. citizen or other U.S. person (defined below); and														
	FATCA code(s) entered on this form (if any) indicating that I am exem	pt from FATCA reportin	g is corr	ect.											
you hav acquisit other th	ration instructions. You must cross out item 2 above if you have been not refailed to report all interest and dividends on your tax return. For real estion or abandonment of secured property, cancellation of debt, contribution in the certification, but it is an interest and dividends, you are not required to sign the certification, but it is an interest and dividends.	tate transactions, item 2 ons to an individual retire	does no	t ap	ply. For	or n	norte	gage int and ge	teres nera	t pa	id, bavm	ents			
Sign Here	Signature of U.S. person ►	ī	Date ►	j	4	1/	Z	20	1						
	eral Instructions	• Form 1099-DIV (div	vidends,	incl	ludin	g the	ose	from st	.ock	s or	muti	ual			
noted.	references are to the Internal Revenue Code unless otherwise	Form 1099-MISC ( proceeds)	various t	уре	es of	inco	me,	prizes,	aw	ards	, or (	gross	6		
related	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted ey were published, go to www.irs.gov/FormW9.	Form 1099-B (stoc transactions by brok	ers)							othe	r				
• Form 1099-S (proceeds from											nact:	202)			
- C-	vidual or entity (Form W-9 requester) who is required to file an	<ul> <li>Form 1099-K (merc</li> <li>Form 1098 (home)</li> </ul>						Parawa Parawa				< 700	١		
nforma	ition return with the IRS must obtain your correct taxpayer sation number (TIN) which may be your social security number	<ul> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> </ul>								<i>(</i> 1					
(SSN), i	ndividual taxpayer identification number (ITIN), adoption	<ul> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul>													
EIN), to	er identification number (ATIN), or employer identification number o report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 onl alien), to provide you	y if you a	are :	a U.S							ent			
returns include, but are not limited to, the following.  If you do not return Form W-9 to the reque be subject to backup withholding. See What										ht					

**Note.** If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, In certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a
  grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entitles).

Nonresident alien who becomes a resident alien. Generally, only a nonresident allen 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 payee 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:

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident allen.
  - 2. The treaty article addressing the income,
- 3. The article number (or location) In the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident allen for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident allen of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

### Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royaltles, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the Part II instructions on page 3 for details).

- 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships above.

### What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See Exemption from FATCA reporting code on page 3 and the Instructions for the Requester of Form W-9 for more Information.

### **Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

#### **Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### **Specific Instructions**

### Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. Individual. Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(o)(2)(ii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

#### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

#### Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3,

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

#### Exempt pavee code

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys'
  fees or gross proceeds paid to attorneys, and corporations that provide medical or
  health care services are not exempt with respect to payments reportable on Form
  1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
  - 2-The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
  - 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- $7\!-\!\mathrm{A}$  futures commission merchant registered with the Commodity Futures Trading Commission
  - 8-A real estate investment trust
- $9\!-\!\text{An}$  entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the Investment community as a nominee or custodian
  - 13-A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,0001	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>&</sup>lt;sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding; medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, If you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar Indication) written or printed on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
  - B-The United States or any of its agencies or instrumentalities
- C-A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)())
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state
  - 3-A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I-A common trust fund as defined in section 584(a)
- J-A bank as defined in section 581
- K-A braker
- L-A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M-A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mall your information returns.

### Line 6

Enter your city, state, and ZIP code.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at <a href="https://www.ssa.gov">www.ssa.gov</a>. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at <a href="https://www.irs.gov/businesses">www.irs.gov/businesses</a> and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see Exempt payee code earlier.

Signature requirements. Complete the certification as indicated in Items 1 through 5 below

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions. You must sign the certification. You may cross out
- 4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
Individual     Two or more individuals (joint account)	The individual The actual owner of the account or, if combined funds, the first individual on the account'
Custodian account of a minor     (Uniform Gift to Minors Act)	The minor <sup>2</sup>
a. The usual revocable savings trust (grantor is also trustee)     b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee' The actual owner'
<ol><li>Sole proprietorship or disregarded entity owned by an individual</li></ol>	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity⁴
Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
Association, club, religious, charitable, educational, or other tax- exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12, A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)	The trust

<sup>&</sup>lt;sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a Joint account has an SSN, that person's number must be furnished.

- <sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- <sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2, \*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- · Protect your SSN,
- · Ensure your employer is protecting your SSN, and
- · Be careful when choosing a tax preparer

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of Identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user faisely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

<sup>&</sup>lt;sup>2</sup> Circle the minor's name and furnish the minor's SSN.

Job No.:	

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

Taxpa	ayer Ide	entification Number (T.I.N.	): <u>76-0143483</u>
			Sun Coast Resources, Inc.
	ng Add	CADE Cavalanda	St., Building 1, Houston, TX 77026
	T00	stered to do business in the	State of Texas? 🗸 Yes No
3-520	w <del>-</del> ×		
		ne(s) under which you oper	and addresses of any partnership of which you are a general partner or any ate your business
I.	nam		erty in Fort Bend County owned by you or above partnerships as well as any d/b/a al property as well as mineral interest accounts. (Use a second sheet of paper if
Fort I	Bend Co	ounty Tax Acct. No.*	Property address or location**
	1 1//		
** Fo	or real dress v	property, specify the prop	ntion number assigned by the Fort Bend County Appraisal District. Derty address or legal description. For business personal property, specify the ed. For example, office equipment will normally be at your office, but inventory er location.
II.		Bend County Debt - Do yets, fines, tolls, court judgment	you owe any debts to Fort Bend County (taxes on properties listed in I above, ents, etc.)?
	1	Yes No If yes,	attach a separate page explaining the debt.
III.	requ	ests Residence Certification	suant to Texas Government Code §2252.001 <i>et seq.</i> , as amended, Fort Bend County n. §2252.001 <i>et seq.</i> of the Government Code provides some restrictions on the acts; pertinent provisions of §2252.001 are stated below:
	(3)	"Nonresident bidder" refer	rs to a person who is not a resident.
	(4)		to a person whose principal place of business is in this state, including a ate parent company or majority owner has its principal place of business in
	V	I certify that Sun Coast F	Resources, Inc. is a Resident Bidder of Texas as defined in Government Code pany Name]
		[Comp §2252.001.	pany Name]
		I certify that	is a Nonresident Bidder as defined in Government Code any Name]
		[Compa §2252.001 and our princing	any Name]  oal place of business is  [City and State]
		v	[City and State]

# Fort Bend County Pricing Form BID 22-038

# **Term Contract for Oil and Lubricants**

Term: January 1, 2022 through June 30,2022

Section 10.1: CHEVRON PRODUCTS	Vendor Name:	Sun Coast Resour	ces, Inc.
SAE 10W30 CJ-4/SM Delo 400 XLE			Bid Price
Per Case of 12 Quarts in Quart Containers			NO BID
Per Gallon in 1 Gallon Bottle		\$	28.80
Per Pail of 5 Gallons		\$	141.35
Per Drum of 55 Gallons		\$	1,304.60
	·		
SAE 15W-40 CJ-4 Delo 400*		1	Bid Price
Per Case of 12 Quarts in Quart Containers		\$	85.32
Per Gallon in 1 Gallon Bottle	<del></del>	\$	26.22
Per Pail of 5 Gallons		\$	134.50
Per Drum of 55 Gallons		\$	1,240.25
Per Gallon in Bulk			18.73
		. og tre til trester i tre	· · · · · · · · · · · · · · · · · · ·
			Bid Price
Per Case of 12 Quarts in Quart Containers	<del></del>		NO BID
Per Gallon in 1 Gallon Bottle		\$	28.80
Per Pail of 5 Gallons		\$	141.35
Per Drum of 55 Gallons		\$	1,304.60
Per Gallon in Bulk		\$	19.75
			Br
SAE 10 Delo 400			Bid Price
Per Pail of 5 Gallons		\$	123.65
Per Drum of 55 Gallons			1,473.45
			57 - 84 SK - 31
SAE 30 Delo 400			
Per Quart in Quart Container		\$	6.89
Per Pail of 5 Gallons		\$	109.20
Per Drum of 55 Gallons			1,201.20
SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifica	tions)		
Per Pail of 5 Gallons		\$	115.66
Per Drum of 55 Gallons		\$	1,062.60
Transport of the state of the s	#16 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	F 40 1 21	D. 1 D
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)		<u> </u>	Bid Price
Per Pail of 5 Gallons		\$	94.75
Per Drum of 55 Gallons		\$	865.70
Per Gallon in Bulk		\$	12.76

Section 10.1: CHEVRON PRODUCTS (cont'd)	endor Name:	Sun Coast Reso	urce	es, Inc.
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	144 Table 144		Bi	d Price
Per Pail of 5 Gallons		9	\$	94.75
Per Drum of 55 Gallons			\$	865.70
TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)				
Per Pail of 5 Gallons			\$	112.50
Per Drum of 55 Gallons			\$	1,032.90
Per Gallon in Bulk			\$	15.43
Grease Ultra-Duty EP2				
Per Case of 10, 14oz Tubes			\$	247.75
Per 35# Container			\$	328.65
Per 120# Container			\$	834.00
Gear Oil 85-140 GL-5			Bi	d Price
Per Case of 12 Quarts in Quart Containers			N	IO BID
Per 35# Container			\$	180.60
Gear Oil, Universal 85-140 GL-5	No. 1	# #		
			dr dr	190.60
Per 35# Container		1	Ф	180.60

Section 10.2: CONOCO/PHILLIPS	Vendor Name:	Sun Coast Re	sources, Inc.
SAE 5W-20 SM, GF-4 76 Super Synthetic Blend Motor Oil			Bid Price
Per Case of 12 Quart Containers			NO BID
SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil			Bid Price
Per Case of 12 Quart Containers			NO BID
SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	##. 		Bid Price
Per Case of 12 Quart Containers			NO BID
		A 12 - 1 - 1 - 1 - 1	
SAE 10W-30 Guardol FE			Bid Price
Per Case of 12 Quart Containers			NO BID
Per Gallon in 1 Gallon Pail			NO BID
Per Pail of 5 Gallons			NO BID
Per Drum of 55 Gallons			NO BID
Per Gallon in Bulk			NO BID
SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend			Bid Price
Per Case of 12 Quart Containers		<u> </u>	NO BID
Per Gallon in 1 Gallon Pail			NO BID
Per Pail of 5 Gallons			NO BID
Per Drum of 55 Gallons			NO BID
Per Gallon in Bulk	<u>-</u>		NO BID
SAE 10W 76 T5X 10			Bid Price
Per Pail of 5 Gallons			NO BID
Per Drum of 55 Gallons			NO BID
SAE 30 76 T5X 30			Bid Price
Per Pail of 5 Gallons			NO BID
Per Drum of 55 Gallons			NO BID_
SAE 50 Heavy Duty Drive Train 76 HT-4 50 (Meets Cat's TO-4-8	specification)		Bid Price
Per Pail of 5 Gallons			NO BID
Per Drum of 55 Gallons			NO BID
Synthetic Transoil 50 GL-1/MP-1 (Eaton Roadranger PS-164 Re	v 7)		Bid Price
Per Pail of 5 Gallons			NO BID
TWO CONTRACTOR OF THE CONTRACT			nh;a b.d.
Mercon V Automatic Transmission Fluid  Per Case of 12 Quart Containers			Bid Price NO BID
Per Case of 12 Quart Containers  Per Poil of 5 Collans			
Per Pail of 5 Gallons			NO BID

	•
	esources, Inc.
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	NO BID
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S) Per Pail of 5 Gallons	Bid Price
	NO BID
Per Drum of 55 Gallons	NO BID
TDH Oil Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	NO BID
Per Gallon in Bulk	NO BID
To Guiton in Built	NOBID
Grease NLGI GC-LB Calcium Sulfonate	Bid Price
Per Case of 10, 14oz Tubes	NO BID
Per 35# Container	NO BID
Per 120# Container	NO BID
Gear Oil 85-140 GL-5/MP-1 76MP Gear Lube	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	NO BID
Per 120# Container	NO BID
	1254
Mercon VI Automatic Transmission Fluid	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per Pail of 5 Gallons	NO BID
ATF+4 Transmission Fluid	Marine e de la companya della companya della companya de la companya de la companya della compan
Per Case of 12 Quarts in Quart Containers	Bid Price NO BID
Per Pail of 5 Gallons	NO BID
Terran or 5 Ganons	NORD
Dexron VI Automatic Transmission Fluid	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per Pail of 5 Gallons	NO BID
	1,0 2,0
Gear Oil 75W-90 Synthetic	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	NO BID
Gear Oil 75W-140 Synthetic	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	NO BID

# Section 10.3: ANTIFREEZE

Subsection 10.3.1

Vendor Name:

Sun Coast Resources, Inc.

Multi-Vehicle Antifreeze, concentrated  List brand below ↓	Bid Price	Estimated Quantity	Total
Chevron HAV: UNIVERSAL AF/C.CON .			
Per Gallon in 1 Gallon Bottle	\$ 18.13	50	906.50
Per Drum of 55 Gallons	\$ 921.25	55	50.668.75
		Total:	\$31575,25

**Subsection 10.3.2** 

Multi-Vehicle Antifreeze, ready-to-use List brand below ↓	Bid Price	Estimate Quantity	<ul> <li>1</li></ul>
Chevron HAV UNIVERSAL AF/C 50/50			
Per Gallon in 1 Gallon Bottle	\$ 14.23	50	711.50
Per Drum of 55 Gallons	\$ 619.30	55	34,061,50
		То	tal: \$34,773,65

### Section 10.4: GENERIC

Section 10.4: GENERIC			
Subsection 10.4.1 Chevron Products or Equal to	Vendor Name:	Sun Coast Re	
SAE 10W30 CJ-4/SM Delo 400 XLE			Bid Price
List brand below $\Psi$			
TEX SYNBLEND 10W30			
Per Case of 12 Quart Containers			. NO BID
Per Gallon in 1 Gallon Bottle			NO BID
Per Pail of 5 Gallons			\$ 76.10
Per Drum of 55 Gallons			\$ 689.70
SAE 15W-40 CJ-4 Delo 400			Bid Price
List brand below ♥			
TEX SYN BLEND 15W40 CK-4			
Per Case of 12 Quart Containers			NO BID
Per Pail of 5 Gallons			\$ 87.60
Per Drum of 55 Gallons			\$ 798.05
Per Gallon in Bulk			\$ 11.69
SAE 30 Delo 400			Bid Price
List brand:below ↓		Sew La	
ZIST DI AUGDEION V			
Per Case of 12 Quart Containers			NO BID
Per Pail of 5 Gallons		<del></del>	NO BID
Per Drum of 55 Gallons			NO BID
SAE 50 Heavy Duty Drive Train (Meets Caf's requiring T	O-4 Fluids)		Bid Price
List brand below V			
TEX TO-4 TORQUE FLUID SAE 50			
Per Pail of 5 Gallons			\$ 94.85
Per Drum of 55 Gallons			\$ 866.25
rer Drum of 55 Ganons			φ 800.23
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)			Bid Price
List brand below ↓			
TEX HYDRAULIC AW 46			
Per Pail of 5 Gallons			\$ 70.65
Per Drum of 55 Gallons			\$ 638.55
Per Gallon in Bulk	<del></del>		\$ 9.15
rei Ganon in duik			φ 9,13
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)			Bid Price
List brand below $\Psi$			
TEX HUDRAULIC AW 68			
Per Pail of 5 Gallons			\$ 70.65
Per Drum of 55 Gallons			\$ 638.55
TO DIMILOLD CAROLIS			Ι ψ 056.55

Subsection 10.4.1 Chevron Products or Equal to (cont'd)	Vendor Name:	Sun Coast Res	sources, Inc.
TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J	20C)		Bid Price
List brand below <b>↓</b>			
TEX UNIVERSAL TRACTOR HYDRAULIC FLUID J20C			
Per Pail of 5 Gallons			\$ 76.60
Per Drum of 55 Gallons	•		\$. 694.10
Per Gallon in Bulk			\$ 10.54
Grease Ultra-Duty EP2		The state of the s	Bid Price
List brand below Ψ			
Per Case of 10, 14oz Tubes			NO BID
Per 35# Container			NO BID
Per 120# Container			NO BID
Gear Oil 85-140 GL-5 List brand below ↓			Bid Price
Per 35# Container			NO BID
Gear Oil, Universal 85-140 GL-5 List brand below♥			Bid Price
Per 35# Container			NO BID

Subsection 10.4.2: Conoco/Phillips or Equal to Vendor Name: Sun Coast R	esources, Inc.
SAE 5W-20 SM, GF-4 76 Super Synthetic Blend Motor Oil	Bid Price
List brand below V	
CHEVRON SUPREME SYNBLEND 5W20	
Per Case of 12 Quarts in Quart Containers	\$ 76.92
	•
SAE 5W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	Bid Price
List brand below ♥	
CHEVRON SUPREME SYNBLEND 5W-30	1
Per Case of 12 Quarts in Quart Containers	\$ 59.04
SAE 10W-30 SM, GF-4 76 Super Synthetic Blend Motor Oil	Bid Price
List brand below ♥	
Per Case of 12 Quarts in Quart Containers	NO BID
1 Of Cabo of 12 Quarto in Quart Containers	1 1,0 212
SAE 15W-40 CJ-4 SM Guardol ECT Synthetic Blend	Bid Price
List brand below V₂	1
List brand below V	-
Per Case of 12 Quarts in Quart Containers	NO BID
Per Gallon in 1 Gallon Pail	NO BID
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	NO BID
SAE 10W 76 T5X 10	Bid Price
List brand below $\Psi$	1 1
Listarana below y	
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	NO BID
TOT DIGHT OF 33 GENTORS	1_1,0 212
SAE 30 76 T5X 30	Bid Price
List brand below 🗸	7
List in and below *	
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	NO BID
1 of Drum of 35 Gunons	1 10 010
SAE 50 Heavy Duty Drive Train 76 HT-4 50 (Meets Cat's TO-4 Specification)	Bid Price
List brand below $\sqrt{}$	
TEX TO-4 TORQUE FLUID SAE 50  Per Pail of 5 Gallons	\$ 94.85
Per Pail of 5 Gallons  Per Drum of 55 Gallons	\$ 94.83
rei Dium of 55 Ganons	<u> φ ουυ.23</u>

Subsection 10.4.2: Conoco/Phillips or Equal to (cont'd)	Vendor Name:	Sun Coast Re	sources, Inc.
Synthetic Transoil 50 GL-1/MP-1 (Eaton Roadranger PS-16	4 Rev 7)		Bid Price
List brand below ♥			
	<u> </u>		
Per Pail of 5 Gallons			NO BID
			D. J. D.
Mercon V Automatic Transmission Fluid			Bid Price
List-brand below ∨			
Per Case of 12 Quarts in Quart Containers			NO BID
Per Pail of 5 Gallons			NO BID
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)			Bid Price
			DIU TIRE
List brand below ↓		<u> </u>	
Per Pail of 5 Gallons	<del></del>		NO BID
Per Drum of 55 Gallons			NO BID
1 Cf Dittill Of 33 Gardin			110 DID
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)			Bid Price
List brand below ↓		W. 46	
Per Pail of 5 Gallons			NO BID
Per Drum of 55 Gallons			NO BID
TISTE OF THE PROPERTY OF THE TOTAL T	120C)		Bid Price
TDH Oil Hydraulic/Tractor Fluid (Case MS-1207, John De	are Jzuc)		Did Frice
List brand below ↓			
D D 1 C5 C 11			NO DID
Per Pail of 5 Gallons Per Drum of 55 Gallons			NO BID
Per Gallon in Bulk			NO BID
Tel Gallon III Buik			NO DID
Grease NLGI GC-LB Calcium Sulfonate			Bid Price
List brand below ↓			
Per Case of 10, 14oz Tubes			NO BID
Per 35# Container			NO BID
Per 120# Container			NO BID
		y'. (1)	75.175
Gear Oil 85-140 GL-5/MP-1 76MP Gear Lube		<u> </u>	Bid Price
List brand below ∨			
Per 35# Container			NO BID
Per 120# Container			NO BID

Subsection 10.4.2: Conoco/Phillips or Equal to (cont'd)	Vendor Name:	Sun Coast Res	ources, Inc.
Mercon VI Automatic Transmission Fluid			Bid Price
List brand below ↓			
	<del></del>		
Per Case of 12 Quarts in Quart Containers			NO BID
		• 	
ATF+4 Transmission Fluid			Bid Price
List brand below ¥			
Per Case of 12 Quarts in Quart Containers			NO BID
Dexron VI Automatic Transmission Fluid			Bid Price
List brand below $\Psi_{*}$			
Per Case of 12 Quarts in Quart Containers			NO BID
C 00.75W 00 C DIV.			Bid Price
Gear Oil 75W-90 Synthetic			Dia Trice
List brand below ♥			
Per Case of 12 Quarts in Quart Containers			NO BID
Gear Oil 75W-140 Synthetic			Bid Price
List brand below ♥			
Per Case of 12 Quarts in Quart Containers			NO BID

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

					1011	
	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.		CE	OFFICE USE		
1	Name of business entity filing form, and the city, state and count	e of business entity filing form, and the city, state and country of the business entity's place		CERTIFICATION OF FILING Certificate Number:		
	of business.  A.J. Hurt,Jr.,Inc. dba Reladyne		2021	L-829712		
	Houston, TX United States		Date	Filed:		
2	Name of governmental entity or state agency that is a party to th	ne contract for which the form is		.2/06/2021		
_	being filed.	to contract for which the form is				
	Fort Bend County	County Date 01/04				
3	Provide the identification number used by the governmental enti- description of the services, goods, or other property to be provide		/ the contract, and provide a			
	22-038					
	Oil and Lubricants					
4				1	of interest	
	Name of Interested Party	City, State, Country (place of busin			plicable)	
				Controlling	Intermediary	
5	Check only if there is NO Interested Party. $\begin{tabular}{c} X \end{tabular}$					
6	UNSWORN DECLARATION					
	y name is, and my date of birth is					
	My address is					
	My address is(street)	(city) (s	state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	ct.				
	Executed inCounty	y, State of, on the		day of	, 20	
		<del></del>		(month)	(year)	
	Signature of authorized agent of contracting business entity (Declarant)					

# **CERTIFICATE OF INTERESTED PARTIES**

FORM **1295** 

1 of 1

					1011	
	mplete Nos. 1 - 4 and 6 if there are interested parties. mplete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE USE ONLY CERTIFICATION OF FILING		
1	<u> </u>	ry of the business entitule place		ificate Number:	OF FILING	
_				1-829513		
	SUN COAST RESOURCES INC.					
	HOUSTON, TX United States			Filed:		
2	Name of governmental entity or state agency that is a party to the being filed.	e contract for which the form is	12/0	12/06/2021		
	Fort Bend County			e Acknowledged: 04/2022		
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.					
	22-038					
	Purchase of Oil and Lubricants					
4				Nature of interest		
-	Name of Interested Party	City, State, Country (place of busin		(check ap		
				Controlling	Intermediary	
Le	hne, Kathy	Houston, TX United States		X		
Sr	nith, Lisa	Houston, TX United States		X		
Ve	etters, Lori	Houston, TX United States		X		
5	Check only if there is NO Interested Party.					
6	UNSWORN DECLARATION					
	My name is	and my dat	e of birth i	S		
	,	, and my dut	- 0. 5		·	
	My address is	,		·		
	(street)	(city)	(state)	(zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct	t.				
	Executed inCounty	, State of , on	the	day of	, 20 .	
		, v.,		(month)	(year)	
	Signature of authorized agent of contracting business entity (Declarant)					