

**Fort Bend County Tabulation
Bid 22-046
Term Contract for Fuel Treatment Program**

Term: through September 30, 2022

Recommendation: NCH Corporation dba Certified Laboratories

Fuel Additive	Lawson Numbers	NCH Corporation dba Certified Laboratories Irving
Gasoline Additive:	7460	Price per Gallon
Additive, per gallon		\$58.95
Biocide/Fungicide, per gallon		No Charge
Fuel testing, per test		No Charge
Solar pump, per each		No Charge
Diesel Additive:	7461	Price per Gallon
Additive, per gallon		\$47.95
Biocide/Fungicide, per gallon		No Charge
Fuel testing, per test		No Charge
Solar pump, per each		No Charge



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

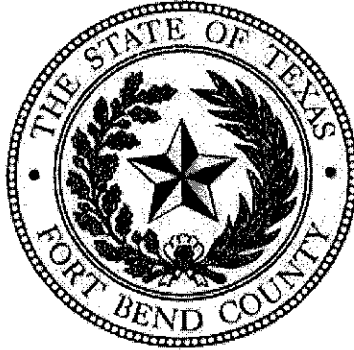
Jaime Kovar
Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	NCH CORPORATION		
Business Name (if different from legal name)	CERTIFIED LABORATORIES		
Federal ID # or S.S. #	75-0457200	DUNS # 849601570	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 102 YRS
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	PO BOX 971269		
City/State/Zip	DALLAS, TX 75397		
Physical Address	2727 CHEMSEARCH BLVD		
City/State/Zip	IRVING, TX 75062-6454		
Phone/Fax Number	Phone: 800-527-9929	Fax: 972-438-0665	
Contact Person	TONI L BOYD, CORPORATE BID MANAGER		
E-mail	CL.BIDS@NCH.COM		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Cert Date</u> _____
	SBE-Small Business Enterprise <input type="checkbox"/>	Certification # _____	<u>Exp Date</u> _____
	HUB-Texas Historically Underutilized Business <input type="checkbox"/>	Certification # _____	_____
	WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____	_____
Company's gross annual receipts	<\$500,000 _____	\$500,000-\$4,999,999 _____	
	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 <input checked="" type="checkbox"/> _____	
	>\$22,400,000 _____	_____	
NAICs codes (Please enter all that apply)	325998, 324191, 324199, 325110, 325180, 325199, 424690, 424720		
Signature of Authorized Representative			
Printed Name	TONI L. BOYD		
Title	CORPORATE BID MANAGER		
Date	01/24/2022		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

*Fort Bend County, Texas
Invitation for Bid*



*Term Contract for Fuel Treatment Program
BID 22-046*

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, January 25, 2022
2:00 PM (Central)

LABEL ENVELOPE:

**BID 22-046
FUEL TREATMENT PROGRAM**

*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@fortbendcountytexas.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.

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.

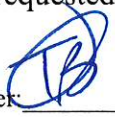
If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the 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

Initials of Bidder:  _____


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 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole 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, January 18, 2022 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

Initials of Bidder: 

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.

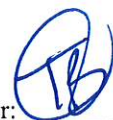
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must 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

Initials of Bidder: 

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

Initials of Bidder: _____



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,

Initials of Bidder



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



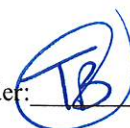
name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing 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

Initials of Bidder: _____



County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's 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

Initials of Bidder



excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.

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

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance

Initials of Bidder: _____



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) vendor to provide a fuel treatment program, which meets or exceeds the specifications contained herein.

4.0 TERM OF CONTRACT:

The term of this contract is **for the period through September 30, 2022**, renewable for two (2) six (6) month terms (through September 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.

Initials of Bidder: 

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: B22-046.
 - 5.2.3 Description is the title of the solicitation: Fuel Treatment Program.
- 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

Initials of Bidder: 

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 INSURANCE:

- 9.1 All respondents must submit, with response, a current certificate of insurance indicating coverage in the amounts stated below. In lieu of submitting a certificate of insurance, respondents may submit, with response, a notarized statement from an Insurance company, authorized to conduct business in the State of Texas, and acceptable to Fort Bend County, guaranteeing the issuance of an insurance policy, with the coverage stated below, to the firm named therein, if successful, upon award of this Contract.
- 9.2 At contract execution, contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form (or a Claims Made form for Professional Liability insurance) from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
- 9.2.1 Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
- 9.2.2 Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
- 9.2.3 Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
- 9.2.4 Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.

Initials of Bidder:



- 9.3 County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies including Workers' Compensation written on behalf of contractor, excluding Professional Liability, shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- 9.4 If required coverage is written on a claims-made basis, contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that work under the agreement is completed.

10.0 INDEMNIFICATION:

- 10.1 Respondent expressly agrees to defend, indemnify and hold harmless the County from and against any and all loss, damage, claims, demands, lawsuits, liability, judgments and expenses, including attorney's fees, arising out of acts or omissions or activities of respondent, its agents, servants or employees, contractors performed under this agreement that result from the negligent act, error, or omission of respondent or any of respondent's agents, servants or employees.
- 10.2 Respondent shall timely report all such matters to Fort Bend County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Fort Bend County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Fort Bend County required by Respondent in the defense of each matter.
- 10.2 Respondent's duty to defend, indemnify and hold Fort Bend County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Fort Bend County in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- 10.3 In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Respondent, Respondent shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Respondent are not at issue in the matter.
- 10.4 Respondent's indemnification shall cover, and Respondent agrees to indemnify Fort Bend County, in the event Fort Bend County is found to have been negligent for



having selected Respondent to perform the work described in this request.

- 10.5 The provision by Respondent of insurance shall not limit the liability of Respondent under an agreement.
- 10.6 Respondent shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Fort Bend County and to hold it harmless from all claims for bodily injury and property damage that may arise from said Respondent's operations. Such provisions shall be in form satisfactory to Fort Bend County.
- 10.7 Loss Deduction Clause - Fort Bend County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Respondent and/or trade contractor providing such insurance.

11.0 AWARD:

This contract will be awarded to the overall lowest and best bid meeting specifications as stated herein.

12.0 SPECIFICATIONS FOR DIESEL ADDITIVE:

This standard is intended to specify the requirements necessary for enhancing the overall performance and stability of #1 and/or #2 diesel fuel and will be considered the mitigating factor in the selection and procurement process of a diesel fuel additive and accompanying product and service contributions.

12.1 Scope

12.1 Diesel Fuel Conditioner and Performance Improver


- 12.1.1.1 Performance Ingredients
- 12.1.1.2 Test Criteria and Performance Requirements
- 12.1.1.3 Dilution / Mix Ratios
- 12.1.1.4 Packaging Requirements

12.1.2 Diesel fuel biocide/fungicide

12.1.3 Diesel fuel testing

12.1.4 Submission of Proposal

12.2 Referenced Documents

Initials of Bidder: 

- 12.2.1 Cummins L10 Direct Injector Cleanliness Test
 - 12.2.2 Peugeot XUD-0 Indirect Injector Cleanliness Test
 - 12.2.3 ASTM D 613 Diesel Engine Test for Cetane Number
 - 12.2.4 ASTM D 4046 Diesel Fuel Cetane Number Determination
 - 12.2.5 ASTM D 976 Calculated Cetane Index Determination
 - 12.2.6 ASTM D 1401 Water Separation Test
 - 12.2.7 ASTM D 130 Copper Corrosion Test
 - 12.2.8 ASTM D 665 Rust Test
 - 12.2.9 ASTM D 525 Oxidation Test
 - 12.2.10 ASTM D 1177 Pour Point Test
 - 12.2.11 ASTM D 6078 Lubricity Test
 - 12.2.12 ASTM 6079 Wear Test
- 12.3 Diesel Fuel Conditioner and Performance Improver

The product shall be added to diesel fuel bulk storage or directly to fuel reservoir for enhanced engine performance, extended component and fuel storage life, reduced emissions, and increased mileage or hours per gallon.

12.3.1 Performance Ingredients

The product must contain all of the following ingredients in order to be considered.

- 12.3.1.1 Detergents / Dispersants: Cleans the fuel system and components and suspends deposits
- 12.3.1.2 Cetane Improver: Reduces fuel ignition delay time and produces a cleaner burn pattern
- 12.3.1.3 Demulsifiers: Separates moisture (water) from fuel and prevents contamination
- 12.3.1.4 Rust and Corrosion Inhibitors: Inhibits rust and corrosion in the system
- 12.3.1.5 Oxidation Inhibitors: Inhibits the formation of gum and varnish and extends fuel life

Initials of Bidder: _____



- 12.3.1.6 Pour Point Depressants: Reduces fuel pour point temperature
- 12.3.1.7 Lubricants: Enhances the lubrication value of the fuel which reduces system wear
- 12.3.1.8 Metal Deactivators: Counteracts dissimilar metal reactions in fuel systems
- 12.3.1.9 Cloud Point Reducers: Lowers wax formation temperature points

The product must not contain any alcohol and/or ingredients, which will emulsify water in the fuel.

To ensure that the supplied product contains the prescribed additives package, and that said additives are in the necessary concentrations to provide the required benefits – all proposed products must meet the following test criteria and performance requirements.

12.4 Test Criteria and Performance Requirements

All of the tests described below must be carried out and their values to be within the prescribed limits.


12.4.1 Diesel Fuel Injector Cleanliness - tests used to determine the ability of the additive to clean direct injectors and keep them clean during normal and severe operation.

- 12.4.1.1 *Direct Injection*: Cummins L-10 Injector test performance value shall not exceed 10 where an engine with 0 hours = 1 and an engine which has experienced normal operation = 30.
- 12.4.1.2 *Indirect Injection*: Peugeot XUD-0 Indirect Injector Cleanliness test performance value shall have greater than a 10% increase in average flow in comparison to the reference fuel and should be greater than a 40% increased flow when compared to untreated fuel after 19,000 miles of operation.

12.4.2 Cetane Number Improvement – determination of the ignition quality of diesel fuel, which measures ignition delay, compared to primary reference fuels. The higher the Cetane Number, the easier an engine will start, producing less white smoking and diesel knock, and increased burn efficiency resulting in improved performance and mileage. The acceptable cetane improvement at various mix ratios is noted in Table 1 according to the diesel fuel’s API Gravity.

Table 1:

<u>Fuel API Gravity</u>	<u>Cetane Rating</u>	<u>Mix Ratio</u>
32.2	38	Untreated

Initials of Bidder: 

32.2	41.5	1:1000
32.2	42	2:1000
40.7	52	Untreated
40.7	56	1:1000
40.7	57.5	2:1000

12.4.2.1 *Ignition Delay:* ASTM D 613 Cetane Number test establishes the Cetane Number of the fuel with Cetane Improver Additive compared with that of standard reference fuels with blends of n-cetane. The cetane content that matches the ignition delay of the test fuel is the Cetane Number. The diesel fuel additive should increase the Cetane Number by at least what is dictated in Table 1.

12.4.2.2 *Spectrophotometry:* ASTM D 4046 test establishes the content of 2-ethyl-hexyl-nitrate in order to determine the appropriate mix ratio of the Cetane Number improvement additive. The diesel fuel additive should increase the Cetane Number by at least what is dictated in Table 1.

12.4.2.3 *Calculated Cetane Index:* ASTM D 976 test establishes the Cetane Number by using the density and mid-boiling point of the treated fuel and a reference fuel. A nomograph is used to calculate the Cetane Index. The diesel fuel additive should increase the Cetane Rating at least what is dictated in Table 1.

12.4.3 Fuel and Water Separation – determination of the ability of the diesel fuel additive to effectively separate water from the diesel fuel while in bulk storage or in the fuel reservoir.

12.4.3.1 *Fuel/Water Demulsibility:* ASTM D 1401 at 77°F, diesel fuel and water mixture should separate immediately.

12.4.4 Rust and Corrosion Protection – determination of the ability of the diesel fuel additive to prevent the oxidation of metal components.

12.4.4.1 *Copper Corrosion:* ASTM D 130 determines the ability of the diesel fuel additive to inhibit corrosion of copper. The acceptable value is 1A on a scale of 1A being most effect at inhibiting corrosion to 4D being least effective at inhibiting copper corrosion.

12.4.4.2 *Rust Prevention:* ASTM D 665 determines the ability of the diesel fuel additive to inhibit rust. The diesel fuel and additive mixture must pass this test.

Initials of Bidder: _____

12.4.5 Oxidation and Stability – determination of the ability of the diesel fuel additive to reduce or prevent the oxidation of the diesel fuel while in bulk storage or while in the fuel reservoir.

12.4.5.1 *Bomb Oxidation Stability:* ASTM D 525 determines the ability of the diesel fuel additive to prevent the oxidation of diesel fuel. The required minimum value for the diesel fuel additive in a reference diesel fuel is 250 minutes at 100°C at 100psi oxygen.

12.4.6 Pour Point Reduction – determination of the ability of the diesel fuel additive to lower the point temperature of diesel fuel.

12.4.6.1 *Pour Point Depression:* ASTM D 1177 determines the ability of the diesel fuel additive to reduce the pour point temperature of the diesel fuel by modifying the wax crystal formation. The additive must lower the pour point by no less than 20°F.

12.4.7 Lubrication Increase – determination of the diesel additive to increase the overall lubrication characteristics of the diesel fuel.

12.4.6.2 *Lubricity Modification:* ASTM D 6078 BOCLE Test determines the ability of the diesel fuel additive to increase the load carrying capabilities of the reference diesel fuel. The diesel fuel additive should increase the load to at least 300 grams.

12.5 Dilution and Mix Ratio

The product shall be administered at the rate of 1 gallon of treatment to 1000 gallons of diesel fuel to bulk storage tanks or on-board diesel fuel tanks to achieve enhanced engine performance, extended component and fuel storage life, reduced emissions, and increased mileage or hours per gallon.

12.6 Packaging Requirements

The product will be made available in 1 pint, 1 quart, 1 gallon; 2.5 gallon, 5 gallon, 7 gallon, 20 gallon, 35 gallon, 55 gallon, and 350-gallon containers in DOT approved package with directions for use and all necessary safety precautions.

12.7 Diesel Fuel Biocide/Fungicide

A diesel fuel biocide and fungicide will be provided at no charge to the user. It shall be a mixture of two active amine compounds that will function in the fuel and water phase respectfully. The product should be in a stable form and be soluble in oil.

The biocide/fungicide should be used to inhibit microbial growth in all types of hydrocarbon fuel and achieve a complete “kill” of all microbes within 8 hours and be applied at 1 gallon of treatment to 4000 gallons of diesel fuel to bulk storage tanks or on-board diesel fuel tanks.

12.8 Diesel Fuel Testing

Diesel fuel testing will be carried out at no additional charge by the supplier on a routine basis to establish the following:

12.8.1 Culture and Analysis of bacteria concentration

12.8.2 Culture and Analysis of fungus concentration

12.8.3 Analysis of water concentration by Carl Fisher Method

12.8.4 Analyze base cetane level determined by ASTM D 613

12.8.5 Treat rate determination determined by ASTM D 613

12.8.6 Cetane Improvement after treatment determined by ASTM D 613

Test results will be made available to the fuel management team along with written maintenance recommendations from a recognized fuel-testing laboratory.

12.9 Value Added Contributions

The supplier must be able to readily supply the following value added contributions at no additional cost:

12.9.1 On-Site Lubrication Training

12.9.1 General Lubrication

12.9.2 Grease Lubrication & Application

12.9.3 Gear and Transmission Lubrication

12.9.4 Hydraulic Fluid

12.9.5 Motor Oil

12.9.6 Oil Analysis Training

12.9.2 Inventory Management & Tagging Products and Suggested Procedures

12.9.3 Internet Based Equipment Maintenance Management Software

The application should allow the user to:

- 12.9.3.1 Manage Equipment Costs
- 12.9.3.2 Schedule unlimited maintenance procedures and work orders on a daily, weekly, monthly, quarterly or annual basis
- 12.9.3.3 Track fuel delivery and usage
- 12.9.3.4 Manage equipment inventory
- 12.9.3.5 Create and manage work orders
- 12.9.3.6 Track and Analyze equipment and part service, reliability and failure history.
- 12.9.3.7 Analyze historical maintenance issues and predict future events
- 12.9.3.8 Locate maintenance, equipment or part "hotspots"
- 12.9.3.9 Net Based accessible from any computer at any time
- 12.9.3.10 Three levels of administrative access provides control on information

12.9.4 Plant Survey & Inventory Consolidation Recommendations

- 12.9.4.1 Equipment Efficiency Audits
- 12.9.4.2 Reliability Performance Assessments
- 12.9.4.3 Lubrication Equipment Assessments

12.9.5 Value Recognition Reports

- 12.9.5.1 Reliability reports and cost reduction based on analysis of downtime, labor costs, parts replacements as it relates to products and services provided by lubricant and supplies.

12.9.6 Solar Powered Direct Inject Diesel Fuel Improver Injector

- 12.9.6.1 Injects the correct amount of diesel fuel improver every time diesel fuel is delivered.
- 12.9.6.2 Fuel treatment is automatically added during the fuel delivery to ensure thorough mixing.
- 12.9.6.3 Reduces waste by delivering a precise amount of fuel improver.
- 12.9.6.4 Requires no electrical or compressed air connections to operate. Allows for remote installation.
- 12.9.6.5 Allows for the most efficient and non-intrusive installation for each customer site.
- 12.9.6.6 Durable and Reliable and able to operate under high flow and high pressure conditions.



13.0 SPECIFICATIONS FOR GASOLINE ADDITIVE:

This standard is intended to specify the requirements necessary for enhancing the overall performance and stability of gasoline and will be considered the mitigating factor in the selection and procurement process of a fuel gasoline additive and accompanying product and service contributions.

13.1 Scope

13.1.1 Gasoline Conditioner and Performance Improver

- 13.1.1.1 Performance Ingredients
- 13.1.1.2 Test Criteria and Performance Requirements
- 13.1.1.3 Dilution / Mix Ratios
- 13.1.1.4 Packaging Requirements

13.1.2 Gasoline biocide/fungicide

- 13.1.2.1 Gasoline testing
- 13.1.2.2 Submission of Proposal

13.2 Gasoline Conditioner and Performance Improver:

The product shall be added to Gasoline bulk storage or directly to Gasoline reservoir for enhanced engine performance through cleanliness, extended component and Gasoline storage life through accepted testing methodology as sited and reduced emissions and increased mileage or hours per gallon as tested per unit upon acceptance. The Gasoline Conditioner and Performance Improver must not contain any Methyl Ethyl Ketone (MEK).

13.2.1 Performance Ingredients

The product must contain all of the following ingredients in order to be considered.

- 13.2.1.1 Detergents / Dispersants: Cleans the Gasoline system and components and suspends deposits
- 13.2.1.2 Rust and Corrosion Inhibitors: Inhibits rust and corrosion in the system
- 13.2.1.3 Oxidation Inhibitors: Inhibits the formation of gum and varnish and extends Gasoline life
- 13.2.1.4 Pour Point Depressants: Reduces Gasoline pour point temperature
- 13.2.1.5 Lubricants: Enhances the lubrication value of the Gasoline which reduces system wear

Initials of Bidder:



To ensure that the supplied product contains the prescribed additives package, and that said additives are in the necessary concentrations to provide the required benefits – all proposed products must meet the following test criteria and performance requirements.

13.2.2 Test Criteria and Performance Requirements

All of the tests described below must be carried out and their values to be within the prescribed limits.

13.2.2.1 Cleanliness - tests used to determine the ability of the additive to clean direct injectors and keep them clean during normal and severe operation.

13.2.2.2 *Chrysler 2.2L PFI Keep Clean Test:* “Street gasoline - Regular Gasoline with additive Base line case not to exceed 5% fouling in less than 2000 miles

13.2.2.3 *Chrysler 2.2L PFI Keep Clean Test:* Base Line Top Treated Provide Results Well below passing limit even after 5,000 miles One Tank” (300 mile) PFI Clean-Up “Base line” case (commercial Gasoline with LAC additive) cannot clean injectors to be below 5% fouling in 300 miles.

13.2.2.4 *IVD Keep Clean Improvement: BMW 318i IVD Test - 5K Mile Commercial RUL (LAC) Improvement in keep clean performance of street gasoline - <100mg deposit*

13.2.2.5 *IVD Clean-Up Benefit: BMW 318i IVD Test , 13K Mile Dirty-Up on Commercial RUL (LAC), 10K Mile Clean-Up on Same: Average 15% deposit removal*

13.2.2.6 *Rapid (One tank) IVD Clean-up: 5K Mile Dirty-Up on Commercial RUL (LAC) - “Street gasoline” 300 Mile Clean-Up on Same Gasoline with rapid clean up benefit across different sensitive vehicles to provide less than 400mg average intake valve deposit build-up.*

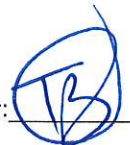
13.2.2.7 Shall provide excellent Injector Plugging DIG Detergency Performance – minimum of 85% LTFT Improvement

13.2.3 Rust and Corrosion Protection – determination of the ability of the Fuel Gasoline additive to prevent the oxidation of metal components.

13.2.3.1 *Copper Corrosion:* ASTM D 130 determines the ability of the Gasoline additive to inhibit corrosion of copper. The acceptable value is 1A on a scale of 1A being most effect at inhibiting corrosion to 4D being least effective at inhibiting copper corrosion.

13.2.3.2 *Rust Prevention:* ASTM D 665 determines the ability of the Gasoline additive to inhibit rust. The Fuel Gasoline and additive mixture must pass this test.

Initials of Bidder:



13.2.4 Pour Point Reduction – determination of the ability of the Fuel Gasoline additive to lower the point temperature of Fuel Gasoline.

13.2.4.1 *Pour Point Depression:* ASTM D 1177 determines the ability of the Fuel Gasoline additive to reduce the pour point temperature of the Gasoline by modifying the crystal formation. The additive must lower the pour point by no less than 20°F.

13.3 Dilution and Mix Ratio:

The product shall be administered at the rate of 1 gallon of treatment to 1000 gallons of Gasoline to bulk storage tanks or on-board Gasoline tanks to achieve enhanced engine performance, extended component and Gasoline storage life, reduced emissions, and increased mileage or hours per gallon.

13.4 Packaging Requirements

The product will be made available in 1 pint, 1 quart, 1 gallon; 2.5 gallon, 5 gallon, 7 gallon, 20 gallon, 35 gallon, 55 gallon, and 350-gallon containers in DOT approved package with directions for use and all necessary safety precautions.

13.5 Gasoline Biocide/Fungicide

A Gasoline biocide and fungicide will be provided at no charge to the user. It shall be a mixture of two active amine compounds that will function in the Gasoline and water phase respectfully. The product should be in a stable form and be soluble in oil. The biocide/fungicide should be used to inhibit microbial growth in all types of hydrocarbon Gasoline and achieve a complete “kill” of all microbes within 8 hours and be applied at 1 gallon of treatment to 4000 gallons of Fuel Gasoline to bulk storage tanks or on-board Fuel Gasoline tanks.

13.6 Value Added Contributions

The vendor must be able to readily supply the following value added contributions at no additional cost:

13.6.1 On-Site Lubrication Training:

- 13.6.1.1 General Lubrication
- 13.6.1.2 Lubrication & Application
- 13.6.1.3 Gear and Transmission Lubrication
- 13.6.1.4 Hydraulic Fluid
- 13.6.1.5 Motor Oil
- 13.6.1.6 Oil Analysis Training

13.6.2 Gasoline Testing: Fuel Gasoline testing will be carried out by the supplier

Initials of Bidder:



on a routine basis to establish the following:

- 13.6.2.1 Culture and Analysis of bacteria concentration
- 13.6.2.2 Culture and Analysis of fungus concentration
- 13.6.2.3 Test results will be made available to the Gasoline management team along with written maintenance recommendations from a recognized Gasoline-testing laboratory. Samples to be shipped via ground transport with DOT approved packaging and procedures

13.6.3 Inventory Management & Tagging Products and Suggested Procedures

13.6.4 Internet Based Equipment Maintenance Management Software

The application should allow the user to:

- 13.6.4.1 Manage Equipment Costs
- 13.6.4.2 Schedule unlimited maintenance procedures and work orders on a daily, weekly, monthly, quarterly or annual basis
- 13.6.4.3 Track Gasoline delivery and usage
- 13.6.4.4 Manage equipment inventory
- 13.6.4.5 Create and manage work orders
- 13.6.4.6 Track and Analyze equipment and part service, reliability and failure history.
- 13.6.4.7 Analyze historical maintenance issues and predict future events
- 13.6.4.8 Locate maintenance, equipment or part "hotspots"
- 13.6.4.9 Net Based accessible from any computer at any time
- 13.6.4.10 Three levels of administrative access provides control information.

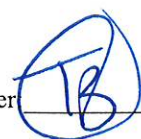
13.6.5 Plant Survey & Inventory Consolidation Recommendations

- 13.6.5.1 Equipment Efficiency Audits
- 13.6.5.2 Reliability Performance Assessments
- 13.6.5.3 Lubrication Equipment Assessments

13.6.6 Value Recognition Reports: Reliability reports and cost reduction based on analysis of downtime, labor costs, and parts replacements as it relates to products and services provided by lubricant and supplies.

13.6.7 Solar Powered Direct Inject Diesel Fuel Improver Injector


- 13.6.7.1 Injects the correct amount of diesel fuel improver every time diesel fuel is delivered.
- 13.6.7.2 Fuel treatment is automatically added during the fuel delivery to ensure thorough mixing.



15.0 REQUIRED FORMS:

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

- 15.1 Electronic Excel file of Pricing Form on CD or flash drive and printed hard copy
- 15.2 Vendor Form
- 15.3 W9 Form
- 15.4 Tax Form/Debt/Residence Certification
- 15.5 Contractor Acknowledgement of Storm Water Management Program



**Contract Sheet
Bid 22-046**

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

This memorandum of agreement made and entered into on the 22nd day of February, 2022,
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 NCH Corporation dba Certified Laboratories (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for the **Fuel Treatment Program** 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 22nd day of February 2022.

By: KP George Fort Bend County, Texas
County Judge KP George _____
County Judge, KP George

By: Toni L. Boyd _____
Signature of Contractor

By: Toni L. Boyd, Corporate Bid Manager _____
Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
NCH CORPORATION

2 Business name/disregarded entity name, if different from above
CERTIFIED LABORATORIES

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.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

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 unless 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.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2727 CHEMSEARCH BLVD

6 City, state, and ZIP code
IRVING, TX 75062

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

7	5	-	0	4	5	7	2	0	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Toni L Boyd

Date ▶ 1/03/2022

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Job No.: B22-046

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

Taxpayer Identification Number (T.I.N.): 75-0457200

Company Name submitting Bid/Proposal: NCH CORPORATION DBA CERTIFIED LABORATORIES

Mailing Address: 2727 CHEMSEARCH BLVD, IRVING, TX 75062

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

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

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

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

* This is the property account identification number assigned by the Fort Bend County Appraisal District.
 ** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?
 Yes No If yes, attach a separate page explaining the debt.

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

- (3) "Nonresident bidder" refers to a person who is not a resident.
- (4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that CERTIFIED LABORATORIES is a Resident Bidder of Texas as defined in Government Code §2252.001.
 [Company Name]

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

 1/24/22

Mandatory Form



Contractor Acknowledgement of Storm Water Management Program

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

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

Furthermore, I agree to notify Fort Bend County immediately of any issue caused by or identified by:

NCH Corporation dba Certified Laboratories
(Company/Contractor)

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

Toni L. Boyd
Contractor Signature

1/24/2022
Date

Toni L. Boyd
Printed Name

Corporate Bid Manager
Title

- 13.6.7.3 Reduces waste by delivering a precise amount of fuel improver.
- 13.6.7.4 Requires no electrical or compressed air connections to operate. Allows for remote installation.
- 13.6.7.5 Allows for the most efficient and non-intrusive installation for each customer site.
- 13.6.7.6 Durable and Reliable and able to operate under high flow and high pressure conditions.

14.0 BID PRICING:

14.1 Pricing for items must meet specifications in section 12.0 Diesel Additive.

<u>Item</u>	<u>Annual Estimated Quantity</u>	<u>Unit Bid Price</u>	<u>Extended Pricing</u>
Additive	X	\$ <u>58.95</u> /gallon	= \$ <u>58.95</u>
Biocide/fungicide	X	\$ <u>∅</u> /gallon	= \$ <u>NO CHARGE</u>
Fuel testing, per test	X	\$ <u>∅</u> /each	= \$ <u>NO CHARGE</u>
Solar Pump	X	\$ <u>∅</u> /each	= \$ <u>NO CHARGE</u>
Total:			\$ <u>58.95</u>

14.2 Pricing for items must meet specifications in section 13.0 Gasoline Additive.

<u>Item</u>	<u>Annual Estimated Quantity</u>	<u>Unit Bid Price</u>	<u>Extended Pricing</u>
Additive	X	\$ <u>47.95</u> /gallon	= \$ <u>47.95</u>
Biocide/fungicide	X	\$ <u>∅</u> /gallon	= \$ <u>NO CHARGE</u>
Fuel testing, per test	X	\$ <u>∅</u> /each	= \$ <u>NO CHARGE</u>
Solar Pump	X	\$ <u>∅</u> /each	= \$ <u>NO CHARGE</u>
Total:			\$ <u>47.95</u>

Grand Total: \$ 106.90
 BIOCIDES, TESTING & SOLAR PUMPS ARE PROVIDED AT NO COST TO FORT BEND COUNTY IF BUYING/USING CERTIFIED LABS FUEL TREATMENT PRODUCTS: DIESEL MATE & MILE HI.

Initials of Bidder:

TB

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2022-842744

Date Filed:
 01/24/2022

Date Acknowledged:
 02/22/2022

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 NCH CORPORATION dba Certified Laboratories
 IRVING, TX United States

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

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.
 B22-046
 Fuel Treatment Program

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

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)