

Fort Bend County Tabulation
BID 23-056
Term Contract for Oil and Lubricants

Term: through September 30, 2024

Recommended: Low Bidder per Item

Section 10.1: CHEVRON PRODUCTS	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc Houston, TX	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
SAE 10W30 CJ-4/SM Delo 400 XLE							
Per Case of 12 Quarts in Quart Containers	14318	NO BID	\$ 161.82	NO BID	NO BID	\$ 150.15	NO BID
Per Gallon in 1 Gallon Bottle	12574	NO BID	\$ 100.34	NO BID	NO BID	\$ 51.15	NO BID
Per Pail of 5 Gallons	12575	\$ 126.50	\$ 166.26	NO BID	NO BID	\$ 255.75	NO BID
Per Drum of 55 Gallons	12576	\$ 1,329.30	\$ 1,983.44	NO BID	\$ 1,128.36	\$ 2,813.25	NO BID

SAE 15W-40 CJ-4 Delo 400	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quarts in Quart Containers	1289	NO BID	\$ 97.45	NO BID	NO BID	\$ 170.50	NO BID
Per Gallon in 1 Gallon Bottle	5341	NO BID	\$ 93.14	NO BID	NO BID	\$ 41.25	NO BID
Per Pail of 5 Gallons	1290	\$ 110.20	\$ 149.95	NO BID	NO BID	\$ 206.25	NO BID
Per Drum of 55 Gallons	5342	\$ 1,130.00	\$ 2,315.73	NO BID	\$ 1,052.90	\$ 2,268.75	NO BID
Per Gallon in Bulk	5343	\$ 17.40	\$ 80.72	NO BID	\$ 15.45	\$ 32.45	NO BID

SAE 15W-40 CJ-4 Delo 400 XLE	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quarts in Quart Containers	14319	NO BID	\$ 107.82	NO BID	NO BID	\$ 64.35	NO BID
Per Gallon in 1 Gallon Bottle	13809	NO BID	\$ 32.73	NO BID	NO BID	\$ 21.45	NO BID
Per Pail of 5 Gallons	13810	\$ 125.50	\$ 74.87	NO BID	NO BID	\$ 107.25	NO BID
Per Drum of 55 Gallons	13811	\$ 1,329.00	\$ 1,856.70	NO BID	\$ 1,052.90	\$ 1,179.75	NO BID
Per Gallon in Bulk	13812	\$ 19.84	\$ 28.37	NO BID	\$ 15.45	\$ 20.35	NO BID

*Sun Coast Resources: Disqualified due to altering terms and conditions

Section 10.1: CHEVRON PRODUCTS (cont'd)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
SAE 10 Delo 400							
Per Pail of 5 Gallons	13813	NO BID	\$ 148.49	NO BID	NO BID	\$ 109.45	NO BID
Per Drum of 55 Gallons	13814	NO BID	\$ 2,224.07	NO BID	\$ 958.96	\$ 1,203.95	NO BID

SAE 30 Delo 400	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Quart in Quart Container	1305	NO BID	\$ 13.94	NO BID	NO BID	\$ 5.47	NO BID
Per Pail of 5 Gallons	1306	\$ 105.00	\$ 146.99	NO BID	NO BID	\$ 109.45	NO BID
Per Drum of 55 Gallons	1307	\$ 1,110.00	\$ 2,010.00	NO BID	\$ 958.96	\$ 1,203.95	NO BID

SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifications)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Pail of 5 Gallons	1352	\$ 99.25	\$ 174.75	NO BID	NO BID	\$ 214.50	NO BID
Per Drum of 55 Gallons	1353	\$ 1,018.45	\$ 2,120.33	NO BID	\$ 1,464.21	\$ 2,359.50	NO BID

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Pail of 5 Gallons	1330	\$ 98.60	\$ 112.49	NO BID	NO BID	\$ 253.00	NO BID
Per Drum of 55 Gallons	1331	\$ 898.30	\$ 1,482.18	NO BID	\$ 905.83	\$ 2,783.00	NO BID
Per Gallon in Bulk	1332	\$ 17.64	\$ 34.49	NO BID	\$ 13.54	\$ 32.45	NO BID

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Pail of 5 Gallons	1359	\$ 95.71	\$ 112.49	NO BID	NO BID	\$ 316.25	NO BID
Per Drum of 55 Gallons	1360	\$ 989.30	\$ 997.43	NO BID	\$ 905.83	\$ 3,478.75	NO BID

Section 10.1: CHEVRON PRODUCTS (cont'd)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)							
Per Pail of 5 Gallons	5352	\$ 112.86	\$ 124.49	NO BID	NO BID	\$ 126.50	NO BID
Per Drum of 55 Gallons	5353	\$ 1,100.00	\$ 1,664.61	NO BID	\$ 1,019.44	\$ 1,391.50	NO BID
Per Gallon in Bulk	5354	\$ 16.32	\$ 37.49	NO BID	\$ 14.72	\$ 25.30	NO BID
Grease Ultra-Duty EP2							
Per Case of 10, 14oz Tubes	1380	\$ 195.50	\$ 64.49	NO BID	NO BID	\$ 49.50	NO BID
Per 35# Container	1381	\$ 195.50	\$ 290.28	NO BID	NO BID	\$ 173.25	NO BID
Per 120# Container	1382	\$ 682.00	\$ 885.87	NO BID	NO BID	\$ 594.00	NO BID
Gear Oil 85-140 GL-5							
Per Case of 12 Quarts in Quart Containers	15830	NO BID	\$ 173.99	NO BID	NO BID	\$ 75.90	NO BID
Per 35# Container	1383	\$ 232.00	\$ 178.74	NO BID	NO BID	\$ 221.38	NO BID
Gear Oil, Universal 85-140 GL-5							
Per 35# Container	13336	\$ 232.00	\$ 178.74	NO BID	NO BID	\$ 287.79	NO BID

Section 10.2: MOBIL PRODUCTS	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
SAE 0W-20 – SP Mobil Special							
Per Case of 12 Quart Containers		NO BID	\$ 143.64	\$ 84.58	NO BID	\$ 165.00	NO BID
SAE 0W-30 SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quart Containers		NO BID	\$ 195.00	\$ 102.75	NO BID	\$ 165.00	NO BID
SAE 5W-20 – SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quart Containers		NO BID	\$ 143.64	\$ 77.28	NO BID	\$ 92.27	NO BID
SAE 5W-30 – SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quart Containers		NO BID	\$ 148.86	\$ 77.28	NO BID	\$ 104.94	NO BID
SAE 10W-30 – SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC	Midtex Oil, LP Conroe, TX	Q Environmental, Inc.	The Plaza Group, Inc.
Per Case of 12 Quart Containers		NO BID	\$ 125.10	\$ 77.28	NO BID	\$ 224.40	NO BID
SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Gallon in 1 Gallon jug		NO BID	\$ 21.63	\$ 28.49	NO BID	\$ 38.50	NO BID
Per Pail of 5 Gallons		NO BID	\$ 178.92	\$ 106.95	NO BID	\$ 192.50	NO BID
Per Drum of 55 Gallons		\$ 1,650.25	\$ 1,389.65	\$ 891.55	\$ 1,128.36	\$ 2,117.50	NO BID
SAE 10W-30 – Mobil Delvac Extreme Synthetic	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Gallon in 1 Gallon jug		NO BID	\$ 28.49	\$ 30.57	NO BID	\$ 32.95	NO BID
Per Pail of 5 Gallons		NO BID	\$ 182.88	\$ 147.69	NO BID	\$ 164.73	NO BID
Per Drum of 55 Gallons		\$ 1,781.25	\$ 2,401.93	\$ 1,325.50	NO BID	\$ 1,811.98	NO BID
SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Gallon in 1 Gallon jug		NO BID	\$ 21.63	\$ 28.49	NO BID	\$ 32.95	NO BID
Per Pail of 5 Gallons		\$ 121.05	\$ 96.00	\$ 106.95	NO BID	\$ 164.73	NO BID
Per Drum of 55 Gallons		\$ 1,058.25	\$ 1,384.44	\$ 891.55	\$ 1,052.90	\$ 1,811.98	NO BID
SAE 15W-40 – Mobil Delvac Extreme Synthetic	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc Houston, TX	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Gallon in 1 Gallon jug		NO BID	\$ 32.99	\$ 30.57	NO BID	\$ 32.95	NO BID
Per Pail of 5 Gallons		NO BID	\$ 154.50	\$ 147.69	NO BID	\$ 164.73	NO BID
Per Drum of 55 Gallons		\$ 1,104.95	NO BID	\$ 1,325.50	\$ 1,490.68	\$ 1,811.98	NO BID
SAE 10W – Mobiltrans HD Syn-Blend	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Pail of 5 Gallons		NO BID	\$ 220.10	\$ 116.30	NO BID	\$ 214.50	NO BID
Per Drum of 55 Gallons		NO BID	\$ 1,924.07	\$ 1,114.02	\$ 949.71	\$ 2,359.50	NO BID

Section 10.2: MOBIL PRODUCTS (cont'd)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)							
Per Pail of 5 Gallons		NO BID	\$ 275.13	\$ 126.82	NO BID	\$ 214.50	NO BID
Per Drum of 55 Gallons		\$ 1,058.75	\$ 1,954.41	\$ 1,334.95	\$ 1,464.21	\$ 2,359.50	NO BID
SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Pail of 5 Gallons		\$ 270.25	\$ 493.76	\$ 302.51	NO BID	\$ 357.50	NO BID
ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Pail of 5 Gallons		\$ 78.05	\$ 223.50	\$ 107.40	NO BID	\$ 181.50	NO BID
Per Drum of 55 Gallons		\$ 774.40	\$ 1,809.50	\$ 690.25	\$ 905.83	\$ 1,996.50	NO BID
AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Pail of 5 Gallons		\$ 78.05	\$ 356.78	\$ 107.40	NO BID	\$ 235.95	NO BID
Per Drum of 55 Gallons		\$ 774.40	\$ 867.33	\$ 690.25	\$ 905.83	\$ 2,595.45	NO BID
UTF – GL-4 Mobilfluid 424	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Pail of 5 Gallons		\$ 90.30	\$ 202.31	\$ 110.78	NO BID	\$ 203.50	NO BID
Per Drum of 55 Gallons		\$ 1,041.70	\$ 2,010.41	\$ 810.15	\$ 1,019.44	\$ 2,238.50	NO BID
Per Gallon in Bulk		NO BID	NO BID	\$ 13.58	\$ 14.72	\$ 40.70	NO BID

Section 10.2: MOBIL PRODUCTS (cont'd)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate							
Per Case of 10, 14oz Tubes		NO BID	\$ 98.93	\$ 59.46	NO BID	\$ 101.75	NO BID
Per 35# Container		NO BID	\$ 323.07	\$ 245.14	NO BID	\$ 356.13	NO BID
Per 120# Container		NO BID	\$ 758.70	\$ 795.38	NO BID	\$ 1,221.00	NO BID
Gear Oil 80W-90 GL-5 Mobilube HD Plus	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 150.62	\$ 101.43	NO BID	\$ 168.30	NO BID
Per 35# Container		\$ 148.20	\$ 125.99	\$ 179.71	NO BID	\$ 490.88	NO BID
Gear Oil 85W-140 GL-5 Mobilube HD Plus	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 279.45	\$ 102.18	NO BID	\$ 168.30	NO BID
Per 35# Container		\$ 164.50	\$ 122.99	\$ 194.78	NO BID	\$ 490.88	NO BID
Synthetic Gear Oil 75W-90 Mobil 1	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 202.17	\$ 139.68	NO BID	\$ 214.50	NO BID
Per 35# Container		NO BID	\$ 284.99	\$ 321.55	NO BID	\$ 625.63	NO BID
Synthetic Gear Oil 75W-140 Mobil 1	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 343.28	\$ 191.46	NO BID	\$ 320.10	NO BID
Per 35# Container		NO BID	\$ 449.99	NO BID	NO BID	\$ 933.63	NO BID

Section 10.3: ANTIFREEZE**Subsection 10.3.1**

Multi-Vehicle Antifreeze, concentrated	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
HD ELC 50/50 Red							
Per Gallon in 1 Gallon Bottle	15831	\$ 17.60	\$ 22.95	\$ 12.90	NO BID	\$ 12.65	\$ 12.13
Per Drum of 55 Gallons	15832	\$ 901.40	\$ 1,879.50	\$ 639.10	\$ 674.06	\$ 695.75	\$ 575.00

Subsection 10.3.2

Multi-Vehicle Antifreeze, ready-to-use	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
Peak							
Per Gallon in 1 Gallon Bottle	9032	\$ 18.50	\$ 28.49	\$ 10.35	NO BID	\$ 10.45	\$ 12.13
Per Drum of 55 Gallons	15772	\$ 761.30	\$ 1,059.27	\$ 464.75	\$ 470.01	\$ 574.75	\$ 575.00

Section 10.4: GENERIC**Subsection 10.4.1 Chevron Products or Equal to**

SAE 10W30 CJ-4/SM Delo 400 XLE	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
Moffitt							
Per Case of 12 Quart Containers	14320	NO BID	\$ 97.49	NO BID	NO BID	\$ 120.12	\$ 52.90
Per Gallon in 1 Gallon Bottle	13822	\$ 39.00	\$ 51.74	NO BID	NO BID	\$ 40.92	\$ 17.25
Per Pail of 5 Gallons	13823	\$ 125.00	\$ 148.34	NO BID	NO BID	\$ 204.60	\$ 80.50
Per Drum of 55 Gallons	13824	\$ 1,203.24	\$ 1,983.44	NO BID	\$ 1,128.36	\$ 2,250.60	\$ 891.25

SAE 15W-40 CJ-4 Delo 400	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
Moffitt & SPECOIL HD 15/40							
Per Case of 12 Quart Containers	15833	NO BID	\$ 97.49	NO BID	NO BID	\$ 136.40	\$ 52.90
Per Pail of 5 Gallons	15834	\$ 82.25	\$ 148.34	NO BID	NO BID	\$ 165.00	\$ 80.50
Per Drum of 55 Gallons	13835	\$ 825.30	\$ 1,385.81	NO BID	\$ 1,052.90	\$ 1,815.00	\$ 891.25
Per Gallon in Bulk	15836	\$ 12.95	\$ 30.74	NO BID	\$ 15.45	\$ 25.96	\$ 12.53

SAE 30 Delo 400	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
Moffitt							
Per Case of 12 Quart Containers	14321	NO BID	\$ 96.57	NO BID	NO BID	\$ 136.40	\$ 51.75
Per Pail of 5 Gallons	14103	\$ 124.30	\$ 146.99	NO BID	NO BID	\$ 165.00	\$ 75.00
Per Drum of 55 Gallons	14104	\$ 1,153.23	\$ 1,691.67	NO BID	\$ 958.96	\$ 1,815.00	\$ 822.25

SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
Moffitt							
Per Pail of 5 Gallons	13360	\$ 110.24	\$ 114.32	NO BID	NO BID	\$ 171.60	\$ 80.50
Per Drum of 55 Gallons	13361	\$ 1,070.00	\$ 1,269.60	NO BID	\$ 1,464.21	\$ 1,887.60	\$ 891.25

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
SPECOIL AW 46 & Moffitt							
Per Pail of 5 Gallons	15837	\$ 58.80	\$ 149.99	NO BID	NO BID	\$ 202.40	\$ 59.80
Per Drum of 55 Gallons	15838	\$ 662.14	\$ 1,554.93	NO BID	\$ 905.83	\$ 2,145.00	\$ 626.75
Per Gallon in Bulk	15839	\$ 9.85	\$ 74.28	NO BID	\$ 13.54	\$ 2,090.00	\$ 9.37

Subsection 10.4.1 Chevron Products or Equal to (cont'd)							
Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
SPECOIL AW 68 & Moffitt							
Per Pail of 5 Gallons	15840	\$ 58.80	\$ 155.69	NO BID	NO BID	\$ 253.00	\$ 59.80
Per Drum of 55 Gallons	15841	\$ 662.14	\$ 1,647.00	NO BID	\$ 905.83	\$ 2,783.00	\$ 626.75
TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
SPECOIL UNIVERSAL HYD TRANS							
Per Pail of 5 Gallons	15842	\$ 66.40	\$ 150.77	NO BID	NO BID	\$ 101.20	\$ 73.60
Per Drum of 55 Gallons	15843	\$ 620.50	\$ 1,566.00	NO BID	\$ 1,019.44	\$ 1,113.20	\$ 776.25
Per Gallon in Bulk	15844	\$ 10.27	\$ 33.99	NO BID	\$ 14.72	\$ 20.24	\$ 11.90
Grease Ultra-Duty EP2	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
Thrive							
Per Case of 10, 14oz Tubes	15782	\$ 168.35	\$ 64.49	NO BID	NO BID	\$ 39.60	\$ 55.20
Per 35# Container	15783	\$ 160.35	\$ 229.73	NO BID	NO BID	\$ 138.60	\$ 215.00
Per 120# Container	15784	\$ 583.99	\$ 704.43	NO BID	NO BID	\$ 475.20	\$ 837.00
Gear Oil 85-140 GL-5	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
Moffitt							
Per 35# Container	15785	\$ 100.35	\$ 285.74	NO BID	NO BID	\$ 177.10	\$ 82.80
Gear Oil, Universal 85-140 GL-5	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below ↓							
Moffitt							
Per 35# Container	15786	\$ 100.35	\$ 179.85	NO BID	NO BID	\$ 230.23	\$ 82.80

Subsection 10.4.2: Mobil Products or Equal to							
SAE 0W-20 – SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 199.50	\$ 84.58	NO BID	\$ 132.00	\$ 74.75
SAE 0W-30 SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 199.17	\$ 102.75	NO BID	\$ 132.00	\$ 82.80
SAE 5W-20 – SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 143.64	\$ 77.28	NO BID	\$ 73.81	\$ 51.75
SAE 5W-30 – SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 148.86	\$ 77.28	NO BID	\$ 83.95	\$ 51.75
SAE 10W-30 – SP Mobil Special	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 175.50	\$ 77.28	NO BID	\$ 179.52	\$ 51.75
SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Mobil & Moffitt							
Per Gallon in 1 Gallon jug		\$ 44.26	\$ 43.49	\$ 28.49	NO BID	\$ 30.80	\$ 73.60
Per Pail of 5 Gallons		\$ 127.34	\$ 158.24	\$ 106.95	NO BID	\$ 154.00	\$ 80.50
Per Drum of 55 Gallons		\$ 1,255.24	\$ 1,378.80	\$ 891.55	\$ 1,052.90	\$ 1,694.00	\$ 891.25
SAE 10W-30 – Mobil Delvac Extreme Synthetic	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Thrive & Moffitt							
Per Gallon in 1 Gallon jug		NO BID	\$ 43.49	\$ 30.57	NO BID	\$ 26.36	\$ 73.60
Per Pail of 5 Gallons		NO BID	\$ 218.97	\$ 147.69	NO BID	\$ 131.78	\$ 80.50
Per Drum of 55 Gallons		\$ 1,523.71	\$ 1,873.58	\$ 1,325.50	NO BID	\$ 1,452.00	\$ 891.25

Subsection 10.4.2: Mobil Products or Equal to (cont'd)							
SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Thrive & Moffitt							
Per Gallon in 1 Gallon jug		\$ 29.38	\$ 44.99	\$ 28.49	NO BID	\$ 26.36	\$ 73.60
Per Pail of 5 Gallons		\$ 112.00	\$ 134.99	\$ 106.95	NO BID	\$ 131.78	\$ 80.50
Per Drum of 55 Gallons		\$ 1,165.85	\$ 1,048.50	\$ 891.55	\$ 1,052.90	\$ 1,452.00	\$ 891.25
SAE 15W-40 – Mobil Delvac Extreme Synthetic	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Thrive & Moffitt							
Per Gallon in 1 Gallon jug		NO BID	\$ 33.71	\$ 30.57	NO BID	\$ 26.36	\$ 73.60
Per Pail of 5 Gallons		NO BID	\$ 154.50	\$ 147.69	NO BID	\$ 131.78	\$ 80.50
Per Drum of 55 Gallons		NO BID	\$ 1,374.32	\$ 1,325.50	\$ 1,467.93	\$ 1,457.50	\$ 891.25
SAE 10W – Mobiltrans HD Syn-Blend	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Pail of 5 Gallons		\$ 110.32	\$ 323.13	\$ 116.30	NO BID	\$ 171.60	\$ 86.25
Per Drum of 55 Gallons		\$ 1,193.20	\$ 1,924.07	\$ 1,114.02	\$ 939.71	\$ 1,892.00	\$ 851.00
SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Pail of 5 Gallons		\$ 99.25	\$ 275.13	\$ 126.82	NO BID	\$ 170.50	\$ 80.50
Per Drum of 55 Gallons		\$ 1,018.45	\$ 1,248.50	\$ 1,334.95	\$ 1,464.21	\$ 1,897.50	\$ 891.25
SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Sinopec							
Per Pail of 5 Gallons		NO BID	\$ 200.70	\$ 302.51	NO BID	\$ 280.50	\$ 1,178.75
ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
SPECOIL AW 46 & Moffitt							
Per Pail of 5 Gallons		\$ 58.50	\$ 136.71	\$ 107.40	NO BID	\$ 145.20	\$ 59.80
Per Drum of 55 Gallons		\$ 662.14	\$ 1,308.42	\$ 690.25	\$ 905.83	\$ 1,534.50	\$ 626.75
AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
SPECOIL AW 68 & Moffitt							
Per Pail of 5 Gallons		\$ 58.50	\$ 136.71	\$ 107.40	NO BID	\$ 185.90	\$ 59.80
Per Drum of 55 Gallons		\$ 662.14	\$ 1,308.42	\$ 690.25	\$ 905.83	\$ 1,969.00	\$ 626.75

Subsection 10.4.2: Mobil Products or Equal to (cont'd)							
UTF – GL-4 Mobilfluid 424	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Pail of 5 Gallons		\$ 95.00	\$ 211.32	\$ 110.78	NO BID	\$ 162.80	\$ 73.60
Per Drum of 55 Gallons		\$ 1,144.00	\$ 2,129.09	\$ 810.15	\$ 1,019.44	\$ 1,790.80	\$ 776.25
Per Gallon in Bulk		\$ 16.32	NO BID	\$ 13.58	\$ 14.72	\$ 32.56	\$ 11.90
Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Mobil & CASTROL CONTRACTORS SPECIAL 3% MOLY							
Per Case of 10, 14oz Tubes		\$ 70.50	\$ 97.80	\$ 59.46	NO BID	\$ 81.40	\$ 59.80
Per 35# Container		\$ 198.65	\$ 321.35	\$ 245.14	NO BID	\$ 284.90	\$ 247.25
Per 120# Container		\$ 720.56	\$ 758.70	\$ 795.38	NO BID	\$ 976.80	\$ 862.50
Gear Oil 80W-90 GL-5 Mobilube HD Plus	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 270.87	\$ 101.43	NO BID	\$ 134.64	\$ 60.95
Per 35# Container		\$ 106.55	\$ 203.81	\$ 179.71	NO BID	\$ 392.70	\$ 82.80
Gear Oil 85W-140 GL-5 Mobilube HD Plus	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 173.99	\$ 102.18	NO BID	\$ 134.64	\$ 60.95
Per 35# Container		\$ 106.55	\$ 122.99	\$ 194.78	NO BID	\$ 392.70	\$ 82.80
Synthetic Gear Oil 75W-90 Mobil 1	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 173.99	\$ 139.68	NO BID	\$ 171.60	\$ 86.25
Per 35# Container		\$ 205.20	\$ 448.49	\$ 321.55	NO BID	\$ 500.50	\$ 120.75
Synthetic Gear Oil 75W-140 Mobil 1	Lawson Number	3L USA, LLC Houston, TX	Atlantic Petroleum & Mineral Resources, Inc	Brenntag Lubricants, LLC Houston, TX	Midtex Oil, LP Conroe, TX	Q Environmental, Inc. Houston, TX	The Plaza Group, Inc. Houston, TX
List brand below							
Moffitt							
Per Case of 12 Quarts in Quart Containers		NO BID	\$ 238.88	\$ 191.46	NO BID	\$ 256.08	\$ 97.75
Per 35# Container		NO BID	\$ 235.47	NO BID	NO BID	\$ 746.90	\$ 135.70

*Sun Coast Resources: Disqualified due to altering terms and conditions

**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

Vendor InformationJaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	3L USA LLC												
Business Name (if different from legal name)	3L												
Federal ID # or S.S. #	85-3428743	DUNS #											
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 1 year										
Publicly Traded Business	<input type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol												
Remittance Address	PO Box 200737												
City/State/Zip	Dallas, TX 75320												
Physical Address	12235 Robin Blvd												
City/State/Zip	Houston, TX 77045												
Phone/Fax Number	Phone: 713-434-7600 Fax:												
Contact Person	Jackie Barcelona												
E-mail	jbarcelona@3lus.com												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
Cert Date	Exp Date												
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Company's gross annual receipts	<table border="1"><tr><td><\$500,000 _____</td><td>\$500,000-\$4,999,999 _____</td></tr><tr><td>\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> Yes</td><td>\$17,000,000-\$22,399,999 _____</td></tr><tr><td>>\$22,400,000 _____</td><td></td></tr></table>			<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> Yes	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____					
<\$500,000 _____	\$500,000-\$4,999,999 _____												
\$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> Yes	\$17,000,000-\$22,399,999 _____												
>\$22,400,000 _____													
NAICs codes (Please enter all that apply)	457210, 324191												
Signature of Authorized Representative													
Printed Name	Alex Salazar												
Title	VP of Operations												
Date													

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 23-056**

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, June 6, 2023
2:00 PM (Central)**

LABEL ENVELOPE:

**BID 23-056
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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 flash drive. The Excel file on the 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 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: JB

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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, May 31, 2023 at 10:00 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.

Initials of Bidder: JB

- 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.

Initials of Bidder: JB

- 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

Initials of Bidder: JB

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

Initials of Bidder: JB

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

Initials of Bidder: JB

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 six (6) 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

Initials of Bidder: JB

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: JB

- 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

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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

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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 **through September 30, 2024**, renewable annually for four (4) years (through September 30, 2028) 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.

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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: B23-056.
- 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.

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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.

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- 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 flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

Initials of Bidder: JB

**Contract Sheet
Bid 23-056**

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

This memorandum of agreement made and entered into on the 27 day of June, 2023,
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
3L USA LLC (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 27th day of June, 2023.

Fort Bend County, Texas

By: KP George
County Judge KP George

By: [Signature]
Signature of Contractor

By: Alex Salazar - VP of Operations
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.

3L USA LLC

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

3L

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) _____

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.

12235 Robin Blvd

6 City, state, and ZIP code

Houston, TX 77045

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

8 5 - 3 4 2 8 7 4 3

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Christine Lawrence

Date ► 1.1.23

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.: 23-056

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

Taxpayer Identification Number (T.I.N.): 32075938137

Company Name submitting Bid/Proposal: 3L USA LLC

Mailing Address: 12235 Robin Blvd, Houston, TX 77045

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>

* 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 3L USA LLC 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]

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:

3L USA LLC

(Company/Contractor)

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

x 
Contractor Signature

6/5/23
Date

Alex Salazar

Printed Name

VP of Operations

Title

Fort Bend County Pricing Form
BID 23-056
Term Contract for Oil and Lubricants

Term: through September 30, 2024

Section 10.1: CHEVRON PRODUCTS

Vendor Name: 3L US

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	NO BID
Per Pail of 5 Gallons	\$ 126.50
Per Drum of 55 Gallons	\$ 1,329.30

SAE 15W-40 CJ-4 Delo 400	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per Gallon in 1 Gallon Bottle	NO BID
Per Pail of 5 Gallons	\$ 110.20
Per Drum of 55 Gallons	\$ 1,130.00
Per Gallon in Bulk	\$ 17.40

SAE 15W-40 CJ-4 Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per Gallon in 1 Gallon Bottle	NO BID
Per Pail of 5 Gallons	\$ 125.50
Per Drum of 55 Gallons	\$ 1,329.00
Per Gallon in Bulk	\$ 19.84

SAE 10 Delo 400	Bid Price
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	NO BID

SAE 30 Delo 400	Bid Price
Per Quart in Quart Container	NO BID
Per Pail of 5 Gallons	\$ 105.00
Per Drum of 55 Gallons	\$ 1,110.00

SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifications)	Bid Price
Per Pail of 5 Gallons	\$ 99.25
Per Drum of 55 Gallons	\$ 1,018.45

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 98.60
Per Drum of 55 Gallons	\$ 898.30
Per Gallon in Bulk	\$ 17.64

Section 10.1: CHEVRON PRODUCTS (cont'd)**Vendor Name:**

3L US

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
Per Pail of 5 Gallons	\$ 95.71
Per Drum of 55 Gallons	\$ 989.30

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
Per Pail of 5 Gallons	\$ 112.86
Per Drum of 55 Gallons	\$ 1,100.00
Per Gallon in Bulk	\$ 16.32

Grease Ultra-Duty EP2	Bid Price
Per Case of 10, 14oz Tubes	\$ 195.50
Per 35# Container	\$ 195.50
Per 120# Container	\$ 682.00

Gear Oil 85-140 GL-5	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	\$ 232.00

Gear Oil, Universal 85-140 GL-5	Bid Price
Per 35# Container	\$ 232.00

Section 10.2: MOBIL PRODUCTS**Vendor Name:** _____

3L US

SAE 0W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NO BID

SAE 0W-30 SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NO BID

SAE 5W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NO BID

SAE 5W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NO BID

SAE 10W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NO BID

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	NO BID
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	\$ 1,650.25

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	NO BID
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	\$ 1,781.25

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	NO BID
Per Pail of 5 Gallons	\$ 121.05
Per Drum of 55 Gallons	\$ 1,058.25

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	NO BID
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	\$ 1,104.95

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	NO BID

Section 10.2: MOBIL PRODUCTS (cont'd)**Vendor Name:**

3L US

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	\$ 1,058.75

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
Per Pail of 5 Gallons	\$ 270.25

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 78.05
Per Drum of 55 Gallons	\$ 774.40

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 78.05
Per Drum of 55 Gallons	\$ 774.40

UTF – GL-4 Mobilfluid 424	Bid Price
Per Pail of 5 Gallons	\$ 90.30
Per Drum of 55 Gallons	\$ 1,041.70
Per Gallon in Bulk	NO BID

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
Per Case of 10, 14oz Tubes	NO BID
Per 35# Container	NO BID
Per 120# Container	NO BID

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	\$ 148.20

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	\$ 164.50

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	NO BID

Synthetic Gear Oil 75W-140 Mobil 1	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:**

3L US

Multi-Vehicle Antifreeze, concentrated	Bid Price	Estimated Quantity	Total
List brand below ↓			
HAVOLINE UNIVERSAL SD 100%			
Per Gallon in 1 Gallon Bottle	\$ 17.60	50	\$ 880.00
Per Drum of 55 Gallons	\$ 901.40	55	\$ 49,577.00
Total:			\$ 50,457.00

Subsection 10.3.2

Multi-Vehicle Antifreeze, ready-to-use	Bid Price	Estimated Quantity	Total
List brand below ↓			
CASTROL RADICOOOL 50/50			
Per Gallon in 1 Gallon Bottle	\$ 18.50	50	\$ 925.00
Per Drum of 55 Gallons	\$ 761.30	55	\$ 41,871.50
Total:			\$ 42,796.50

Section 10.4: GENERIC**Subsection 10.4.1 Chevron Products or Equal to****Vendor Name:**

3L US

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
List brand below ↓	
CASTROL VECTON LE 10/30	
Per Case of 12 Quart Containers	NO BID
Per Gallon in 1 Gallon Bottle	\$ 39.00
Per Pail of 5 Gallons	\$ 125.00
Per Drum of 55 Gallons	\$ 1,203.24
SAE 15W-40 CJ-4 Delo 400	Bid Price
List brand below ↓	
SPECOIL HD 15/40	
Per Case of 12 Quart Containers	NO BID
Per Pail of 5 Gallons	\$ 82.25
Per Drum of 55 Gallons	\$ 825.30
Per Gallon in Bulk	\$ 12.95

SAE 30 Delo 400	Bid Price
List brand below ↓	
CHEVRON DELO 30W	
Per Case of 12 Quart Containers	NO BID
Per Pail of 5 Gallons	\$ 124.30
Per Drum of 55 Gallons	\$ 1,153.23

SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	Bid Price
List brand below ↓	
CHEVRON TORQUE FORCE 50	
Per Pail of 5 Gallons	\$ 110.24
Per Drum of 55 Gallons	\$ 1,070.00

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
SPECOIL AW 46	
Per Pail of 5 Gallons	\$ 58.80
Per Drum of 55 Gallons	\$ 662.14
Per Gallon in Bulk	\$ 9.85

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
List brand below ↓	
SPECOIL AW 68	
Per Pail of 5 Gallons	\$ 58.80
Per Drum of 55 Gallons	\$ 662.14

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

3L US

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
List brand below ↓	
SPECOIL UNIVERSAL HYD TRANS	
Per Pail of 5 Gallons	\$ 66.40
Per Drum of 55 Gallons	\$ 620.50
Per Gallon in Bulk	\$ 10.27

Grease Ultra-Duty EP2	Bid Price
List brand below ↓	
CASTROL PYROPLEX RED	
Per Case of 10, 14oz Tubes	\$ 168.35
Per 35# Container	\$ 160.35
Per 120# Container	\$ 583.99

Gear Oil 85-140 GL-5	Bid Price
List brand below ↓	
CASTROL AP GEAR 85-140	
Per 35# Container	\$ 100.35

Gear Oil, Universal 85-140 GL-5	Bid Price
List brand below ↓	
CASTROL AP GEAR 85-140	
Per 35# Container	\$ 100.35

Subsection 10.4.2: Mobil Products or Equal to**Vendor Name:**

3L US

SAE 0W-20 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NO BID

SAE 0W-30 SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NO BID

SAE 5W-20 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NO BID

SAE 5W-30 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NO BID

SAE 10W-30 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NO BID

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
Castrol Vecton 10/30	
Per Gallon in 1 Gallon jug	\$ 44.26
Per Pail of 5 Gallons	\$ 127.34
Per Drum of 55 Gallons	\$ 1,255.24

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
CASTROL VECTON 5W40 CK-4 SYN	
Per Gallon in 1 Gallon jug	NO BID
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	\$ 1,523.71

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:**

3L US

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
CASTROL VECTON 15/40	
Per Gallon in 1 Gallon jug	\$ 29.38
Per Pail of 5 Gallons	\$ 112.00
Per Drum of 55 Gallons	\$ 1,165.85

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
Per Gallon in 1 Gallon jug	NO BID
Per Pail of 5 Gallons	NO BID
Per Drum of 55 Gallons	NO BID

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
List brand below ↓	
CASTROL TRANS C 10	
Per Pail of 5 Gallons	\$ 110.32
Per Drum of 55 Gallons	\$ 1,193.20

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
List brand below ↓	
CHEVRON TORQUEFORCE 50	
Per Pail of 5 Gallons	\$ 99.25
Per Drum of 55 Gallons	\$ 1,018.45

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	NO BID

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	
List brand below ↓	
SPECOIL AW 46	
Per Pail of 5 Gallons	\$ 58.50
Per Drum of 55 Gallons	\$ 662.14

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	\$ 58.50
Per Drum of 55 Gallons	\$ 662.14

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:**

3L US

UTF – GL-4 Mobilfluid 424	Bid Price
List brand below ↓	
CHEVRON 1000	
Per Pail of 5 Gallons	\$ 95.00
Per Drum of 55 Gallons	\$ 1,144.00
Per Gallon in Bulk	\$ 16.32

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
List brand below ↓	
CASTROL CONTRACTORS SPECIAL 3% MOLY	
Per Case of 10, 14oz Tubes	\$ 70.50
Per 35# Container	\$ 198.65
Per 120# Container	\$ 720.56

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
CASTROL AP GEAR 80/90	
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	\$ 106.55

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
CASTROL EP GEAR 85W-140	
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	\$ 106.55

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
List brand below ↓	
CASTROL SYNGEAR 75W-90	
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	\$ 205.20

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NO BID
Per 35# Container	NO BID

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

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

3L USA LLC
Houston, TX United States

Certificate Number:
2023-1030577

Date Filed:
06/06/2023

Date Acknowledged:
06/27/2023

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.

B23-056
Oil & Lubricants

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

5 Check only if there is NO Interested Party.

**6 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)



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	Atlantic Petroleum & Mineral Resources, Inc.						
Business Name (if different from legal name)	Atlantic Petroleum						
Federal ID # or S.S. #	27-0129663	DUNS #					
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 17 yrs				
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol						
Remittance Address	1445 North Loop West						
City/State/Zip	Houston, TX 77008						
Physical Address	1445 North Loop West						
City/State/Zip	Houston, TX 77008						
Phone/Fax Number	Phone: 713-223-2767 Fax: 713-223-5797						
Contact Person	Maxy Nwosu						
E-mail	info@atlanticpetro.com						
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input checked="" type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # 1270129663900 Certification # _____	<table><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>08/20/2021</td><td>08/20/2025</td></tr></tbody></table>	Cert Date	Exp Date	08/20/2021	08/20/2025
Cert Date	Exp Date						
08/20/2021	08/20/2025						
Company's gross annual receipts	<\$500,000 _____ \$5,000,000-\$16,999,999 _____ >\$22,400,000 _____	\$500,000-\$4,999,999 x _____ \$17,000,000-\$22,399,999 _____					
NAICs codes (Please enter all that apply)							
Signature of Authorized Representative							
Printed Name	Maxy Nwosu						
Title	Business Development Assistant Director						
Date	05/23/2023						

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 23-056*

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, June 6, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-056
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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 flash drive. The Excel file on the 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 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: M.N.

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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, May 31, 2023 at 10:00 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.

Initials of Bidder: M.N.

- 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.

Initials of Bidder: M.N.

- 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

Initials of Bidder: M.N.

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

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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

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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 six (6) 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

Initials of Bidder: M.N.

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

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

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- 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

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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

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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 **through September 30, 2024**, renewable annually for four (4) years (through September 30, 2028) 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.

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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: B23-056.
- 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.

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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.

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- 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 flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

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Contract Sheet
Bid 23-056

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 27 day of June, 2023,
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
Atlantic Petroleum (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.

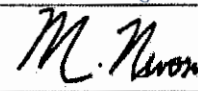
It is further agreed that this contract shall not become binding or effective until signed by the parties hereto
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 27th day of June, 2023.


County Judge KP George

Fort Bend County, Texas

By: _____
County Judge, KP George

By:  _____
Signature of Contractor

By: Mary Nwosu, Business Development Assistant Dir.
Printed Name and Title

**Request for Taxpayer
Identification Number and Certification**

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

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Atlantic Petroleum & Mineral Resources, Inc.

2. Business name/disregarded entity name, if different from above
Atlantic Petroleum

3. Check appropriate box for federal tax classification; check only one of the following seven boxes:

<input type="checkbox"/> Individual/sole proprietor or single-member LLC	<input checked="" type="checkbox"/> C Corporation	<input type="checkbox"/> S Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Trust/estate
--	---	--	--------------------------------------	---------------------------------------

4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5. Address (number, street, and apt. or suite no.)
1445 North Loop West

6. City, state, and ZIP code
Houston, TX 77008

7. List account number(s) here (optional)

8. 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

2	7	-	0	1	2	9	6	6	3
---	---	---	---	---	---	---	---	---	---

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 on page 3.

Sign Here Signature of U.S. person M. Nuon

Date 05/23/2023

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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 Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 alien.
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.
5. 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 alien 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 alien 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, royalties, 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(c)(2)(iii). 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 payee 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—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—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 \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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)(i)

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

G—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 broker

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 mail 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 www.ssa.gov. 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 www.irs.gov/businesses 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 item 2 of the certification.

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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ¹
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 entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. 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)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 falsely 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.

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 27-0129663

Company Name submitting Bid/Proposal: Atlantic Petroleum

Mailing Address: 1445 North Loop West, Houston, TX 77008

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.*

N/A

Property address or location**

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 Atlantic Petroleum 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 _____.

[City and State]

Fort Bend County Pricing Form
BID 23-056
Term Contract for Oil and Lubricants

Term: through September 30, 2024

Section 10.1: CHEVRON PRODUCTS

Vendor Name: ATLANTIC PETROLEUM

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 161.82
Per Gallon in 1 Gallon Bottle	\$ 100.34
Per Pail of 5 Gallons	\$ 166.26
Per Drum of 55 Gallons	\$ 1,983.44

SAE 15W-40 CJ-4 Delo 400	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 97.45
Per Gallon in 1 Gallon Bottle	\$ 93.14
Per Pail of 5 Gallons	\$ 149.95
Per Drum of 55 Gallons	\$ 2,315.73
Per Gallon in Bulk	\$ 80.72

SAE 15W-40 CJ-4 Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 107.82
Per Gallon in 1 Gallon Bottle	\$ 32.73
Per Pail of 5 Gallons	\$ 74.87
Per Drum of 55 Gallons	\$ 1,856.70
Per Gallon in Bulk	\$ 28.37

SAE 10 Delo 400	Bid Price
Per Pail of 5 Gallons	\$ 148.49
Per Drum of 55 Gallons	\$ 2,224.07

SAE 30 Delo 400	Bid Price
Per Quart in Quart Container	\$ 13.94

Per Pail of 5 Gallons	\$ 146.99
Per Drum of 55 Gallons	\$ 2,010.00

SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifications)	Bid Price
Per Pail of 5 Gallons	\$ 174.75
Per Drum of 55 Gallons	\$ 2,120.33

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 112.49
Per Drum of 55 Gallons	\$ 1,482.18
Per Gallon in Bulk	\$ 34.49

Section 10.1: CHEVRON PRODUCTS (cont'd)**Vendor Name:** ATLANTIC PETROLEUM

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
Per Pail of 5 Gallons	\$ 112.49
Per Drum of 55 Gallons	\$ 997.43

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
Per Pail of 5 Gallons	\$ 124.49
Per Drum of 55 Gallons	\$ 1,664.61
Per Gallon in Bulk	\$ 37.49

Grease Ultra-Duty EP2	Bid Price
Per Case of 10, 14oz Tubes	\$ 64.49
Per 35# Container	\$ 290.28
Per 120# Container	\$ 885.87

Gear Oil 85-140 GL-5	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 173.99
Per 35# Container	\$ 178.74

Gear Oil, Universal 85-140 GL-5	Bid Price
Per 35# Container	\$ 178.74

Section 10.2: MOBIL PRODUCTS**Vendor Name:** ATLANTIC PETROLEUM

SAE 0W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 143.64

SAE 0W-30 SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 195.00

SAE 5W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 143.64

SAE 5W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 148.86

SAE 10W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 125.10

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	\$ 21.63
Per Pail of 5 Gallons	\$ 178.92
Per Drum of 55 Gallons	\$ 1,389.65

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	\$ 28.49
Per Pail of 5 Gallons	\$ 182.88
Per Drum of 55 Gallons	\$ 2,401.93

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	\$ 21.63
Per Pail of 5 Gallons	\$ 96.00
Per Drum of 55 Gallons	\$ 1,384.44

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	\$ 32.99
Per Pail of 5 Gallons	\$ 154.50

Per Drum of 55 Gallons	
------------------------	--

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
Per Pail of 5 Gallons	\$ 220.10
Per Drum of 55 Gallons	\$ 1,924.07

Section 10.2: MOBIL PRODUCTS (cont'd)**Vendor Name:** ATLANTIC PETROLEUM

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
Per Pail of 5 Gallons	\$ 275.13
Per Drum of 55 Gallons	\$ 1,954.41

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
Per Pail of 5 Gallons	\$ 493.76

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 223.50
Per Drum of 55 Gallons	\$ 1,809.50

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 356.78
Per Drum of 55 Gallons	\$ 867.33

UTF – GL-4 Mobilfluid 424	Bid Price
Per Pail of 5 Gallons	\$ 202.31
Per Drum of 55 Gallons	\$ 2,010.41
Per Gallon in Bulk	

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
Per Case of 10, 14oz Tubes	\$ 98.93
Per 35# Container	\$ 323.07
Per 120# Container	\$ 758.70

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 150.62
Per 35# Container	\$ 125.99

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 279.45
Per 35# Container	\$ 122.99

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 202.17
Per 35# Container	\$ 284.99

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 343.28
Per 35# Container	\$ 449.99

Section 10.3: ANTIFREEZE**Subsection 10.3.1****Vendor Name:** ATLANTIC PETROLEUM

Multi-Vehicle Antifreeze, concentrated	Bid Price	Estimated Quantity	Total
List brand below ↓			
Shell Rotella			
Per Gallon in 1 Gallon Bottle	\$ 22.95	50	\$ 1,147.50
Per Drum of 55 Gallons	\$ 1,879.50	55	\$ 103,372.50
Total:			\$ 104,520.00

Subsection 10.3.2

Multi-Vehicle Antifreeze, ready-to-use	Bid Price	Estimated Quantity	Total
List brand below ↓			
Shell Rotella			
Per Gallon in 1 Gallon Bottle	\$ 28.49	50	\$ 1,424.50
Per Drum of 55 Gallons	\$ 1,059.27	55	\$ 58,259.85
Total:			\$ 59,684.35

Section 10.4: GENERIC**Subsection 10.4.1 Chevron Products or Equal to****Vendor Name:** ATLANTIC PETROLEUM

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
List brand below ↓	
CHEVRON	
Per Case of 12 Quart Containers	\$ 97.49
Per Gallon in 1 Gallon Bottle	\$ 51.74
Per Pail of 5 Gallons	\$ 148.34
Per Drum of 55 Gallons	\$ 1,983.44
SAE 15W-40 CJ-4 Delo 400	Bid Price
List brand below ↓	
CHEVRON	
Per Case of 12 Quart Containers	\$ 97.49
Per Pail of 5 Gallons	\$ 148.34
Per Drum of 55 Gallons	\$ 1,385.81
Per Gallon in Bulk	\$ 30.74
SAE 30 Delo 400	Bid Price
List brand below ↓	
CHEVRON	
Per Case of 12 Quart Containers	\$ 96.57
Per Pail of 5 Gallons	\$ 146.99
Per Drum of 55 Gallons	\$ 1,691.67
SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	Bid Price
List brand below ↓	
PERFORMANCE PLUS	
Per Pail of 5 Gallons	\$ 114.32
Per Drum of 55 Gallons	\$ 1,269.60
Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price

List brand below ↓	
MAG 1	
Per Pail of 5 Gallons	\$ 149.99
Per Drum of 55 Gallons	\$ 1,554.93
Per Gallon in Bulk	\$ 74.28

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
List brand below ↓	
MAG 1	
Per Pail of 5 Gallons	\$ 155.69
Per Drum of 55 Gallons	\$ 1,647.00

Subsection 10.4.1 Chevron Products or Equal to (cont'd)**Vendor Name:** ATLANTIC PETROLEUM

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
List brand below ↓	
SINOPEC	
Per Pail of 5 Gallons	\$ 150.77
Per Drum of 55 Gallons	\$ 1,566.00
Per Gallon in Bulk	\$ 33.99

Grease Ultra-Duty EP2	Bid Price
List brand below ↓	
CHEVRON	
Per Case of 10, 14oz Tubes	\$ 64.49
Per 35# Container	\$ 229.73
Per 120# Container	\$ 704.43

Gear Oil 85-140 GL-5	Bid Price
List brand below ↓	
CHEVRON	
Per 35# Container	\$ 285.74

Gear Oil, Universal 85-140 GL-5	Bid Price
List brand below ↓	
PHILLIPS 66	
Per 35# Container	\$ 179.85

Subsection 10.4.2: Mobil Products or Equal to**Vendor Name:** ATLANTIC PETROLEUM

SAE 0W-20 – SP Mobil Special	Bid Price
List brand below ↓	
MOBIL 1	
Per Case of 12 Quarts in Quart Containers	\$ 199.50

SAE 0W-30 SP Mobil Special	Bid Price
List brand below ↓	
MOBIL 1	
Per Case of 12 Quarts in Quart Containers	\$ 199.17

SAE 5W-20 – SP Mobil Special	Bid Price
List brand below ↓	
MOBIL 1	
Per Case of 12 Quarts in Quart Containers	\$ 143.64

SAE 5W-30 – SP Mobil Special	Bid Price
List brand below ↓	
MOBIL 1	
Per Case of 12 Quarts in Quart Containers	\$ 148.86

SAE 10W-30 – SP Mobil Special	Bid Price
List brand below ↓	
MOBIL 1	
Per Case of 12 Quarts in Quart Containers	\$ 175.50

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
MOBIL DELVAC/SHELL ROTELLA	
Per Gallon in 1 Gallon jug	\$ 43.49
Per Pail of 5 Gallons	\$ 158.24
Per Drum of 55 Gallons	\$ 1,378.80

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
MOBIL DELVAC/CHEVRON DELO	
Per Gallon in 1 Gallon jug	\$ 43.49
Per Pail of 5 Gallons	\$ 218.97
Per Drum of 55 Gallons	\$ 1,873.58

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:** ATLANTIC PETROLEUM

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
MOBIL DELVAC/SHELL ROTELLA/TRUEGARD	
Per Gallon in 1 Gallon jug	\$ 44.99
Per Pail of 5 Gallons	\$ 134.99
Per Drum of 55 Gallons	\$ 1,048.50

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
MOBIL DELVAC/SINOPEC	
Per Gallon in 1 Gallon jug	\$ 33.71
Per Pail of 5 Gallons	\$ 154.50
Per Drum of 55 Gallons	\$ 1,374.32

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
List brand below ↓	
MOBIL	
Per Pail of 5 Gallons	\$ 323.13
Per Drum of 55 Gallons	\$ 1,924.07

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
List brand below ↓	
MOBIL/SINOPEC	
Per Pail of 5 Gallons	\$ 275.13
Per Drum of 55 Gallons	\$ 1,248.50

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
List brand below ↓	
SINOPEC	
Per Pail of 5 Gallons	\$ 200.70

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
MOBIL NUTO	
Per Pail of 5 Gallons	\$ 136.71
Per Drum of 55 Gallons	\$ 1,308.42

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
MOBIL NUTO	
Per Pail of 5 Gallons	\$ 136.71
Per Drum of 55 Gallons	\$ 1,308.42

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:** ATLANTIC PETROLEUM

UTF – GL-4 Mobilfluid 424	Bid Price
List brand below ↓	
MOBIL	
Per Pail of 5 Gallons	\$ 211.32
Per Drum of 55 Gallons	\$ 2,129.09
Per Gallon in Bulk	

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
List brand below ↓	
MOBIL CENTAUR	
Per Case of 10, 14oz Tubes	\$ 97.80
Per 35# Container	\$ 321.35
Per 120# Container	\$ 758.70

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
MOBILUBE/CASTROL	
Per Case of 12 Quarts in Quart Containers	\$ 270.87
Per 35# Container	\$ 203.81

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
LUCAS OIL/MOBILUBE	
Per Case of 12 Quarts in Quart Containers	\$ 173.99
Per 35# Container	\$ 122.99

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
List brand below ↓	
MOBIL 1	
Per Case of 12 Quarts in Quart Containers	\$ 173.99
Per 35# Container	\$ 448.49

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
List brand below ↓	
LUCAS OIL/ULTRA1PLUS	
Per Case of 12 Quarts in Quart Containers	\$ 238.88
Per 35# Container	\$ 235.47

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

ATLANTIC PETROLEUM MINERAL RESOURCES INC
HOUSTON, TX United States

Certificate Number:
2023-1035743

Date Filed:
06/19/2023

Date Acknowledged:
06/27/2023

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.

B23-056
Oils & Lubricants

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

5 Check only if there is NO Interested Party.



6 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)

**COUNTY PURCHASING AGENT**

Fort Bend County, Texas

Vendor InformationJaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	Brenntag Lubricants, LLC.												
Business Name (if different from legal name)													
Federal ID # or S.S. #	06-1411589	DUNS #											
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business?										
Publicly Traded Business	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Ticker Symbol <u>BNTGY</u>												
Remittance Address	PO Box 843334												
City/State/Zip	Dallas, TX 75284-3334												
Physical Address	7010 Mykawa Rd												
City/State/Zip	Houston, TX 77033												
Phone/Fax Number	Phone: <u>214-724-8181</u> Fax: _____												
Contact Person	Ryan Weatherly												
E-mail	ryan.weatherly@brenntag.com												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>		<table border="1"><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
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Company's gross annual receipts	<table border="1"><tr><td><\$500,000 _____</td><td>\$500,000-\$4,999,999 _____</td></tr><tr><td>\$5,000,000-\$16,999,999 _____</td><td>\$17,000,000-\$22,399,999 _____</td></tr><tr><td colspan="2">>\$22,400,000 <input checked="" type="checkbox"/> _____</td></tr></table>			<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/> _____					
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\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____												
>\$22,400,000 <input checked="" type="checkbox"/> _____													
NAICs codes (Please enter all that apply)	424720												
Signature of Authorized Representative													
Printed Name	Ryan Weatherly												
Title	Account Manager												
Date	6/5/23												

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 23-056**

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, June 6, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-056
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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 flash drive. The Excel file on the 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 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: RW

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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, May 31, 2023 at 10:00 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.

Initials of Bidder: RLW

- 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.

Initials of Bidder: RW

- 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

Initials of Bidder: *RL*

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

Initials of Bidder: RW

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

Initials of Bidder: FW

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 six (6) 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

Initials of Bidder: RW

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

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

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

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

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

2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling 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.

Initials of Bidder: RLW

- 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

Initials of Bidder: RLW

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

Initials of Bidder: LL

though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to provide and deliver oil and lubricants for Fort Bend County as specified herein.

4.0 TERM OF CONTRACT:

The term of this contract is **through September 30, 2024**, renewable annually for four (4) years (through September 30, 2028) 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: PLV

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: B23-056.

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.

Initials of Bidder: RL

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.

Initials of Bidder: PLW

- 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 flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

Initials of Bidder: LV

Contract Sheet
Bid 23-056

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 27 day of June, 20 23,
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
BRENTAG LUBRICANTS, LLC. (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 27th day of June, 20 23.


County Judge KP George

Fort Bend County, Texas

By: _____
County Judge, KP George

By:  _____
Signature of Contractor

By: RYAN WEATHERLY ACCOUNT MANAGER
Printed Name and Title

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.

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

Brenntag Lubricants, LLC.

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.

☐ 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) _____

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.

PO Box 843334

6 City, state, and ZIP code

Dallas TX 75284-3334

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

0	6	-	1	4	1	1	5	8	9
---	---	---	---	---	---	---	---	---	---

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 ▶

Myka Hartwell

Date ▶

5/23/2022

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.: 23-056

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

Taxpayer Identification Number (T.I.N.): 06-1411589

Company Name submitting Bid/Proposal: Brenntag Lubricants, LLC.

Mailing Address: 7010 Mykawa Rd, Houston, TX 77033

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.)

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 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 Brenntag Lubricants, LLC. 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
[Company Name]
§2252.001 and our principal place of business is _____
[City and State]

Fort Bend County Pricing Form
BID 23-056
Term Contract for Oil and Lubricants

Term: through September 30, 2024

Section 10.1: CHEVRON PRODUCTS

Vendor Name: Brenntag Lubricants, LLC.

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per Gallon in 1 Gallon Bottle	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 15W-40 CJ-4 Delo 400	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per Gallon in 1 Gallon Bottle	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

SAE 15W-40 CJ-4 Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per Gallon in 1 Gallon Bottle	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

SAE 10 Delo 400	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 30 Delo 400	Bid Price
Per Quart in Quart Container	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifications)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

Section 10.1: CHEVRON PRODUCTS (cont'd)**Vendor Name:** Brenntag Lubricants, LLC.

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

TDH 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	

Grease Ultra-Duty EP2	Bid Price
Per Case of 10, 14oz Tubes	
Per 35# Container	
Per 120# Container	

Gear Oil 85-140 GL-5	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per 35# Container	

Gear Oil, Universal 85-140 GL-5	Bid Price
Per 35# Container	

Section 10.2: MOBIL PRODUCTS**Vendor Name:** Brenntag Lubricants, LLC.

SAE 0W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 84.58

SAE 0W-30 SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 102.75

SAE 5W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 77.28

SAE 5W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 77.28

SAE 10W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 77.28

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	\$ 28.49
Per Pail of 5 Gallons	\$ 106.95
Per Drum of 55 Gallons	\$ 891.55

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	\$ 30.57
Per Pail of 5 Gallons	\$ 147.69
Per Drum of 55 Gallons	\$ 1,325.50

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	\$ 28.49
Per Pail of 5 Gallons	\$ 106.95
Per Drum of 55 Gallons	\$ 891.55

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	\$ 30.57
Per Pail of 5 Gallons	\$ 147.69
Per Drum of 55 Gallons	\$ 1,325.50

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
Per Pail of 5 Gallons	\$ 116.30
Per Drum of 55 Gallons	\$ 1,114.02

Section 10.2: MOBIL PRODUCTS (cont'd)**Vendor Name:** Brenntag Lubricants, LLC.

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
Per Pail of 5 Gallons	\$ 126.82
Per Drum of 55 Gallons	\$ 1,334.95

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
Per Pail of 5 Gallons	\$ 302.51

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 107.40
Per Drum of 55 Gallons	\$ 690.25

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 107.40
Per Drum of 55 Gallons	\$ 690.25

UTF – GL-4 Mobilfluid 424	Bid Price
Per Pail of 5 Gallons	\$ 110.78
Per Drum of 55 Gallons	\$ 810.15
Per Gallon in Bulk	\$ 13.58

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
Per Case of 10, 14oz Tubes	\$ 59.46
Per 35# Container	\$ 245.14
Per 120# Container	\$ 795.38

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 101.43
Per 35# Container	\$ 179.71

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 102.18
Per 35# Container	\$ 194.78

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 139.68
Per 35# Container	\$ 321.55

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 191.46
Per 35# Container	

Section 10.3: ANTIFREEZE**Subsection 10.3.1****Vendor Name:** Brenntag Lubricants, LLC.

Multi-Vehicle Antifreeze, concentrated	Bid Price	Estimated Quantity	Total
List brand below ↓			
Per Gallon in 1 Gallon Bottle	\$ 12.90	50	\$ 645.00
Per Drum of 55 Gallons	\$ 639.10	55	\$ 35,150.50
Total:			\$ 35,795.50

Subsection 10.3.2

Multi-Vehicle Antifreeze, ready-to-use	Bid Price	Estimated Quantity	Total
List brand below ↓			
Per Gallon in 1 Gallon Bottle	\$ 10.35	50	\$ 517.50
Per Drum of 55 Gallons	\$ 464.75	55	\$ 25,561.25
Total:			\$ 26,078.75

Section 10.4: GENERIC**Subsection 10.4.1 Chevron Products or Equal to****Vendor Name:** Brenntag Lubricants, LLC.

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
List brand below ↓	
Per Case of 12 Quart Containers	
Per Gallon in 1 Gallon Bottle	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
SAE 15W-40 CJ-4 Delo 400	Bid Price
List brand below ↓	
Per Case of 12 Quart Containers	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

SAE 30 Delo 400	Bid Price
List brand below ↓	
Per Case of 12 Quart Containers	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

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

Brenntag Lubricants, LLC.

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

Grease Ultra-Duty EP2	Bid Price
List brand below ↓	
Per Case of 10, 14oz Tubes	
Per 35# Container	
Per 120# Container	

Gear Oil 85-140 GL-5	Bid Price
List brand below ↓	
Per 35# Container	

Gear Oil, Universal 85-140 GL-5	Bid Price
List brand below ↓	
Per 35# Container	

Subsection 10.4.2: Mobil Products or Equal to**Vendor Name:** Brenntag Lubricants, LLC.

SAE 0W-20 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 84.58

SAE 0W-30 SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 102.75

SAE 5W-20 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 77.28

SAE 5W-30 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 77.28

SAE 10W-30 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 77.28

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
Per Gallon in 1 Gallon jug	\$ 28.49
Per Pail of 5 Gallons	\$ 106.95
Per Drum of 55 Gallons	\$ 891.55

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
Per Gallon in 1 Gallon jug	\$ 30.57
Per Pail of 5 Gallons	\$ 147.69
Per Drum of 55 Gallons	\$ 1,325.50

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:**

Brenntag Lubricants, LLC.

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
Per Gallon in 1 Gallon jug	\$ 28.49
Per Pail of 5 Gallons	\$ 106.95
Per Drum of 55 Gallons	\$ 891.55

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
Per Gallon in 1 Gallon jug	\$ 30.57
Per Pail of 5 Gallons	\$ 147.69
Per Drum of 55 Gallons	\$ 1,325.50

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	\$ 116.30
Per Drum of 55 Gallons	\$ 1,114.02

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	\$ 126.82
Per Drum of 55 Gallons	\$ 1,334.95

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	\$ 302.51

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	\$ 107.40
Per Drum of 55 Gallons	\$ 690.25

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	\$ 107.40
Per Drum of 55 Gallons	\$ 690.25

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:** Brenntag Lubricants, LLC.

UTF – GL-4 Mobilfluid 424	Bid Price
List brand below ↓	
Per Pail of 5 Gallons	\$ 110.78
Per Drum of 55 Gallons	\$ 810.15
Per Gallon in Bulk	\$ 13.58

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
List brand below ↓	
Per Case of 10, 14oz Tubes	\$ 59.46
Per 35# Container	\$ 245.14
Per 120# Container	\$ 795.38

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 101.43
Per 35# Container	\$ 179.71

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 102.18
Per 35# Container	\$ 194.78

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 139.68
Per 35# Container	\$ 321.55

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	\$ 191.46
Per 35# Container	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

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

Brenntag Lubricants, LLC.
Houston, TX United States

Certificate Number:
2023-1035629

Date Filed:
06/16/2023

Date Acknowledged:
06/27/2023

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.

23-056
Oil and Lubricants

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

5 Check only if there is NO Interested Party.



6 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)



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281-341-8640

Legal Company Name (top line of W9)	Midtex Oil LP												
Business Name (if different from legal name)													
Federal ID # or S.S. #	74-1864941	DUNS #	083958371										
Type of Business	<input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Sole Proprietor/Individual	<input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Tax Exempt Organization	Age in Business? 56										
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	P.O Box 310339												
City/State/Zip	New Braunfels, TX 78131												
Physical Address	1519 IH 45S												
City/State/Zip	Conroe, TX 77301												
Phone/Fax Number	Phone: 713-412-6020 Fax: _____												
Contact Person	Dinora Silva												
E-mail	Dinora@midtexoil.com												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # _____ Certification # _____ Certification # _____	<table border="1"> <thead> <tr> <th>Cert Date</th> <th>Exp Date</th> </tr> </thead> <tbody> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> <tr><td>_____</td><td>_____</td></tr> </tbody> </table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
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Company's gross annual receipts	<table border="1"> <tr> <td><\$500,000 _____</td> <td>\$500,000-\$4,999,999 _____</td> </tr> <tr> <td>\$5,000,000-\$16,999,999 _____</td> <td>\$17,000,000-\$22,399,999 _____</td> </tr> <tr> <td colspan="2">>\$22,400,000 <input checked="" type="checkbox"/> _____</td> </tr> </table>			<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/> _____					
<\$500,000 _____	\$500,000-\$4,999,999 _____												
\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____												
>\$22,400,000 <input checked="" type="checkbox"/> _____													
NAICs codes (Please enter all that apply)	324110, 424690, 336390												
Signature of Authorized Representative	<i>Dinora Silva</i>												
Printed Name	Dinora Silva												
Title	Business Development Manager												
Date	06/02/2023												

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 23-056**

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, June 6, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-056
OIL & LUBRICANTS

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:
Brooke Lindemann
Senior Buyer

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: 05/17/23

Issued: 05/21/23

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 flash drive. The Excel file on the 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 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: _____ DS _____

bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail:

. 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, May 31, 2023 at 10:00 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.

Initials of Bidder: _____ DS _____

- 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.

Initials of Bidder: ____ DS ____

- 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

Initials of Bidder: ____ DS ____

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

Initials of Bidder: ____DS____

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

Initials of Bidder: _____ DS _____

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 six (6) 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

Initials of Bidder: DS

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: _____ DS _____

- 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

Initials of Bidder: _____ DS _____

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

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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 **through September 30, 2024**, renewable annually for four (4) years (through September 30, 2028) 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.

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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:
- 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: B23-056.
- 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.

Initials of Bidder: DS

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.

Initials of Bidder: ____ DS ____

- 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 flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

Initials of Bidder: ____ DS ____

Contract Sheet
Bid 23-056

THE STATE OF TEXAS
COUNTY OF FORT BEND

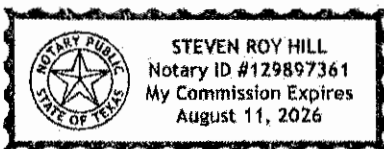
This memorandum of agreement made and entered into on the 27 day of June, 2023
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
Martex oil LP (hereinafter 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 27th day of June, 2023



Steven Roy Hill
STEVEN ROY HILL

KP George
County Judge KP George

Fort Bend County, Texas

By: _____
County Judge, KP George

By: *[Signature]*
Signature of Contractor

By: *Durva Silva* / *Business Dev. mgr*
Printed Name and Title

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.

Print or type. See 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. Midtex Oil, LP	
	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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 3455 IH 35 South	
	6 City, state, and ZIP code New Braunfels, Texas 78132	
	7 List account number(s) here (optional)	

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 4 - 1 8 6 4 9 4 1	

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 ► *Deena Clanton*

Date ► 03/14/2023

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.

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 Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 alien.
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.
5. 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 alien 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 alien 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, royalties, 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(c)(2)(iii). 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 payee 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—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—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 \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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)(i)

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

G—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 broker

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 mail 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 www.ssa.gov. 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 www.irs.gov/businesses 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 item 2 of the certification.

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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. 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)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 falsely 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.

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 74-1864941

Company Name submitting Bid/Proposal: Midtex Oil LP

Mailing Address: 1519 IH 45S Conroe, TX 77301

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>
_____	_____
_____	_____
_____	_____
_____	_____

* 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 Midtex oil LP is a Resident Bidder of Texas as defined in Government Code
[Company Name]
§2252.001.

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

Fort Bend County Pricing Form**BID 23-056****Term Contract for Oil and Lubricants****Term: through September 30, 2024****Section 10.1: CHEVRON PRODUCTS****Vendor Name:** MIDTEX OIL/ SHELL DISTB

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	NB
Per Gallon in 1 Gallon Bottle	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,128.36

SAE 15W-40 CJ-4 Delo 400	Bid Price
Per Case of 12 Quarts in Quart Containers	NB
Per Gallon in 1 Gallon Bottle	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,052.90
Per Gallon in Bulk	\$ 15.45

SAE 15W-40 CJ-4 Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	NB
Per Gallon in 1 Gallon Bottle	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,052.90
Per Gallon in Bulk	\$ 15.45

SAE 10 Delo 400	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 958.96

SAE 30 Delo 400	Bid Price
Per Quart in Quart Container	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 958.96

SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifications)	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,464.21

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 905.83
Per Gallon in Bulk	\$ 13.54

Section 10.1: CHEVRON PRODUCTS (cont'd)**Vendor Name:** MIDTEX OIL/ SHELL DISTB

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 905.83

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,019.44
Per Gallon in Bulk	\$ 14.72

Grease Ultra-Duty EP2	Bid Price
Per Case of 10, 14oz Tubes	NB
Per 35# Container	NB
Per 120# Container	NB

Gear Oil 85-140 GL-5	Bid Price
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

Gear Oil, Universal 85-140 GL-5	Bid Price
Per 35# Container	NB

Section 10.2: MOBIL PRODUCTS**Vendor Name:** MIDTEX OIL/ SHELL DISTB NEW

SAE 0W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NB

SAE 0W-30 SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NB

SAE 5W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NB

SAE 5W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NB

SAE 10W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	NB

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,128.36

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	NB

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,052.90

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,490.68

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 949.71

Section 10.2: MOBIL PRODUCTS (cont'd)**Vendor Name:** MIDTEX OIL/ SHELL PRODCTS

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,464.21

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
Per Pail of 5 Gallons	NB

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 905.83

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 905.83

UTF – GL-4 Mobilfluid 424	Bid Price
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,019.44
Per Gallon in Bulk	\$ 14.72

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
Per Case of 10, 14oz Tubes	NB
Per 35# Container	NB
Per 120# Container	NB

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

Section 10.3: ANTIFREEZE**Subsection 10.3.1****Vendor Name:** MIDTEX OIL/ SHELL DISTB

Multi-Vehicle Antifreeze, concentrated	Bid Price	Estimated Quantity	Total
List brand below ↓			
SHELZONE MV COOLANT CONCENTRATE			
Per Gallon in 1 Gallon Bottle	\$ -	50	\$ -
Per Drum of 55 Gallons	\$ 674.06	55	\$ 37,073.30
Total:			\$ 37,073.30

Subsection 10.3.2

Multi-Vehicle Antifreeze, ready-to-use	Bid Price	Estimated Quantity	Total
List brand below ↓			
SHELLZONE MV COOLANT 50/50			
Per Gallon in 1 Gallon Bottle	\$ -	50	\$ -
Per Drum of 55 Gallons	\$ 470.01	55	\$ 25,850.55
Total:			\$ 25,850.55

Section 10.4: GENERIC**Subsection 10.4.1 Chevron Products or Equal to****Vendor Name:** MIDTEX OIL/ SHELL DISTB

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
List brand below ↓	
ROTELLA T5 SYN BLEND 10W30 CK-4	
Per Case of 12 Quart Containers	NB
Per Gallon in 1 Gallon Bottle	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,128.36
SAE 15W-40 CJ-4 Delo 400	Bid Price
List brand below ↓	
ROTELLA T4 SYN BLEND 15W40 CK-4	
Per Case of 12 Quart Containers	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,052.90
Per Gallon in Bulk	\$ 15.45

SAE 30 Delo 400	Bid Price
List brand below ↓	
SHELL ROTELLA T1 30WT	
Per Case of 12 Quart Containers	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 958.96

SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	Bid Price
List brand below ↓	
SHELL SPIRAX S4CX50	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,464.21

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
SHELL TELLUS S2MX46	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 905.83
Per Gallon in Bulk	\$ 13.54

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
List brand below ↓	
SHELL TELLUS S2MX68	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 905.83

Subsection 10.4.1 Chevron Products or Equal to (cont'd)**Vendor Name:** MIDTEX OIL/ SHELL DISTB

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
List brand below ↓	
SHELL SPIRAX S4TXM	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,019.44
Per Gallon in Bulk	\$ 14.72

Grease Ultra-Duty EP2	Bid Price
List brand below ↓	
Per Case of 10, 14oz Tubes	NB
Per 35# Container	NB
Per 120# Container	NB

Gear Oil 85-140 GL-5	Bid Price
List brand below ↓	
Per 35# Container	NB

Gear Oil, Universal 85-140 GL-5	Bid Price
List brand below ↓	
Per 35# Container	NB

Subsection 10.4.2: Mobil Products or Equal to**Vendor Name:** MIDTEX OIL/ SHELL DISTB

SAE 0W-20 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB

SAE 0W-30 SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB

SAE 5W-20 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB

SAE 5W-30 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB

SAE 10W-30 – SP Mobil Special	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
ROTELLA T4 SYN BLEND 10W30	
Per Gallon in 1 Gallon jug	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,052.90

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
Per Gallon in 1 Gallon jug	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	NB

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:** MIDTEX OIL/ SHELL DISTB

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
ROTELLA T4 SYN BLEND 15W40	
Per Gallon in 1 Gallon jug	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,052.90

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
ROTELLA T6 FULL SYNTHETIC 15W40	
Per Gallon in 1 Gallon jug	NB
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,467.93

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
List brand below ↓	
SHELL Spirax S4 CX 10W	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 939.71

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
List brand below ↓	
SHELL Spirax S4 CX 50	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,464.21

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
List brand below ↓	
SHELL SPIRAX S6 GME 40 (SUITABLE FOR EATON MANUAL TRANS)	
Per Pail of 5 Gallons	NB

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
SHELL TELLUS S2MX46	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 905.83

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
SHELL TELLUS S2MX68	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 905.83

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:** MIDTEX OIL/ SHELL DISTB

UTF – GL-4 Mobilfluid 424	Bid Price
List brand below ↓	
SHELL SPIRAX S4TXM	
Per Pail of 5 Gallons	NB
Per Drum of 55 Gallons	\$ 1,019.44
Per Gallon in Bulk	\$ 14.72

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
List brand below ↓	
Per Case of 10, 14oz Tubes	NB
Per 35# Container	NB
Per 120# Container	NB

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
List brand below ↓	
Per Case of 12 Quarts in Quart Containers	NB
Per 35# Container	NB

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Midtex Oil LP
New Braunfels , TX United States

Certificate Number:
2023-1030467

Date Filed:
06/06/2023

Date Acknowledged:
06/27/2023

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.

B23-056
Oil & Lubricants

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Midtex Oil LP	New Braunfels, TX United States	X	
	Silva, Dinora	Houston , TX United States		X

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)

**COUNTY PURCHASING AGENT****Fort Bend County, Texas****Vendor Information**Jaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	Q Environmental, Inc.												
Business Name (if different from legal name)	N/A												
Federal ID # or S.S. #	42-1586821	DUNS # 141081575											
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 25+										
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	4000 Blaffer Street												
City/State/Zip	Houston, Texas 77026												
Physical Address	4000 Blaffer Street												
City/State/Zip	Houston, Texas 77026												
Phone/Fax Number	Phone: 713-678-7800 Fax: 713-678-7802												
Contact Person	Kaemerz Dotiwala												
E-mail	q.environmental@sbcglobal.net												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input checked="" type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>	Certification # _____ Certification # 2956 Certification # _____ Certification # _____	<table border="1"><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>4/9/2021</td><td>4/9/2024</td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></tbody></table>	Cert Date	Exp Date	4/9/2021	4/9/2024						
Cert Date	Exp Date												
4/9/2021	4/9/2024												
Company's gross annual receipts	<table border="1"><tr><td><\$500,000 _____</td><td>\$500,000-\$4,999,999 <input checked="" type="checkbox"/> _____</td></tr><tr><td>\$5,000,000-\$16,999,999 _____</td><td>\$17,000,000-\$22,399,999 _____</td></tr><tr><td>>\$22,400,000 _____</td><td> </td></tr></table>			<\$500,000 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 _____					
<\$500,000 _____	\$500,000-\$4,999,999 <input checked="" type="checkbox"/> _____												
\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____												
>\$22,400,000 _____													
NAICs codes (Please enter all that apply)	324191, 325998, 423930, 541620, 562111												
Signature of Authorized Representative													
Printed Name	Kaemerz Dotiwala												
Title	President												
Date	6/6/2023												

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 23-056*

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, June 6, 2023
2:00 PM (Central)

LABEL ENVELOPE:

BID 23-056
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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.

A handwritten signature, possibly "JP", is located in the bottom right corner of the page.

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 flash drive. The Excel file on the 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 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. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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, May 31, 2023 at 10:00 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.

Initials of Bidder: _____



- 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.

Initials of Bidder: _____



- 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

Initials of Bidder: _____



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

Initials of Bidder: _____



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


Initials of Bidder: 

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 six (6) 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

Initials of Bidder: 

purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

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

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

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

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

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

2.10 Warranty/Price:

2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County may cancel this contract without liability.

Initials of Bidder: 

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or

Initials of Bidder:



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

Initials of Bidder:



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 **through September 30, 2024**, renewable annually for four (4) years (through September 30, 2028) 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: B23-056.
- 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.

Initials of Bidder: 

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.

Initials of Bidder: _____



- 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.

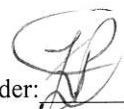
13.0 QUALITY CONTROL:

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 flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

Initials of Bidder: 

Contract Sheet
Bid 23-056

THE STATE OF TEXAS
COUNTY OF FORT BEND

This memorandum of agreement made and entered into on the 27 day of June, 2023,
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
Q Environmental, 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 27th day of June, 2023.

By: <u>KP George</u> County Judge KP George	Fort Bend County, Texas County Judge, KP George
By: <u>Kaemerz Dotiwala</u>	Signature of Contractor
By: <u>Kaemerz Dotiwala, President</u>	Printed Name and Title

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Q Environmental, Inc.	
	2 Business name/disregarded entity name, if different from above 42-1586821	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 4000 Blaffer Street	
	6 City, state, and ZIP code Houston, Texas 77026	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-			-	
or								
Employer identification number								
4	2		-	1	5	8	6	8 2 1

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 on page 3.

Sign Here Signature of U.S. person ▶ *[Signature]*

Date ▶ *6/6/2023*

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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 Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 alien.
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.
5. 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 alien 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 alien 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, royalties, 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(c)(2)(iii). 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 payee 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—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—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 \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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)(i)

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

G—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 broker

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 mail 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 www.ssa.gov. 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 www.irs.gov/businesses 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 item 2 of the certification.

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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
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 entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. 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)(B))	The trust

³ 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.

⁴ 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 falsely 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.

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

Job No.: _____

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

Taxpayer Identification Number (T.I.N.): 42-1586821

Company Name submitting Bid/Proposal: 4000 Blaffer Street

Mailing Address: Houston, Texas 77026

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.)

Fort Bend County Tax Acct. No.*
R128381

Property address or location**
6410 Box Bluff Court, Sugar Land Texas 77479

* *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 Q Environmental, Inc. 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 Houston, Texas.
[Company Name] [City and State]

Fort Bend County Pricing Form
BID 23-056
Term Contract for Oil and Lubricants

Term: through September 30, 2024

Section 10.1: CHEVRON PRODUCTS

Vendor Name: Q Environmental, Inc.

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 150.15
Per Gallon in 1 Gallon Bottle	\$ 51.15
Per Pail of 5 Gallons	\$ 255.75
Per Drum of 55 Gallons	\$ 2,813.25

SAE 15W-40 CJ-4 Delo 400	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 170.50
Per Gallon in 1 Gallon Bottle	\$ 41.25
Per Pail of 5 Gallons	\$ 206.25
Per Drum of 55 Gallons	\$ 2,268.75
Per Gallon in Bulk	\$ 32.45

SAE 15W-40 CJ-4 Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 64.35
Per Gallon in 1 Gallon Bottle	\$ 21.45
Per Pail of 5 Gallons	\$ 107.25
Per Drum of 55 Gallons	\$ 1,179.75
Per Gallon in Bulk	\$ 20.35

SAE 10 Delo 400	Bid Price
Per Pail of 5 Gallons	\$ 109.45
Per Drum of 55 Gallons	\$ 1,203.95

SAE 30 Delo 400	Bid Price
Per Quart in Quart Container	\$ 5.47
Per Pail of 5 Gallons	\$ 109.45
Per Drum of 55 Gallons	\$ 1,203.95

SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifications)	Bid Price
Per Pail of 5 Gallons	\$ 214.50
Per Drum of 55 Gallons	\$ 2,359.50

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 253.00
Per Drum of 55 Gallons	\$ 2,783.00
Per Gallon in Bulk	\$ 32.45

Section 10.1: CHEVRON PRODUCTS (cont'd)**Vendor Name:** _____

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
Per Pail of 5 Gallons	\$ 316.25
Per Drum of 55 Gallons	\$ 3,478.75

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
Per Pail of 5 Gallons	\$ 126.50
Per Drum of 55 Gallons	\$ 1,391.50
Per Gallon in Bulk	\$ 25.30

Grease Ultra-Duty EP2	Bid Price
Per Case of 10, 14oz Tubes	\$ 49.50
Per 35# Container	\$ 173.25
Per 120# Container	\$ 594.00

Gear Oil 85-140 GL-5	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 75.90
Per 35# Container	\$ 221.38

Gear Oil, Universal 85-140 GL-5	Bid Price
Per 35# Container	\$ 287.79

Section 10.2: MOBIL PRODUCTS**Vendor Name:** _____

SAE 0W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 165.00

SAE 0W-30 SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 165.00

SAE 5W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 92.27

SAE 5W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 104.94

SAE 10W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	\$ 224.40

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	\$ 38.50
Per Pail of 5 Gallons	\$ 192.50
Per Drum of 55 Gallons	\$ 2,117.50

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	\$ 32.95
Per Pail of 5 Gallons	\$ 164.73
Per Drum of 55 Gallons	\$ 1,811.98

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	\$ 32.95
Per Pail of 5 Gallons	\$ 164.73
Per Drum of 55 Gallons	\$ 1,811.98

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	\$ 32.95
Per Pail of 5 Gallons	\$ 164.73
Per Drum of 55 Gallons	\$ 1,811.98

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
Per Pail of 5 Gallons	\$ 214.50
Per Drum of 55 Gallons	\$ 2,359.50

Section 10.2: MOBIL PRODUCTS (cont'd)**Vendor Name:** _____

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
Per Pail of 5 Gallons	\$ 214.50
Per Drum of 55 Gallons	\$ 2,359.50

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
Per Pail of 5 Gallons	\$ 357.50

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 181.50
Per Drum of 55 Gallons	\$ 1,996.50

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	\$ 235.95
Per Drum of 55 Gallons	\$ 2,595.45

UTF – GL-4 Mobilfluid 424	Bid Price
Per Pail of 5 Gallons	\$ 203.50
Per Drum of 55 Gallons	\$ 2,238.50
Per Gallon in Bulk	\$ 40.70

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
Per Case of 10, 14oz Tubes	\$ 101.75
Per 35# Container	\$ 356.13
Per 120# Container	\$ 1,221.00

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 168.30
Per 35# Container	\$ 490.88

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 168.30
Per 35# Container	\$ 490.88

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 214.50
Per 35# Container	\$ 625.63

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	\$ 320.10
Per 35# Container	\$ 933.63

Section 10.3: ANTIFREEZE

Subsection 10.3.1

Vendor Name:

Multi-Vehicle Antifreeze, concentrated	Bid Price	Estimated Quantity	Total
List brand below ↓			
THRIVE			
Per Gallon in 1 Gallon Bottle	\$ 12.65	50	\$ 632.50
Per Drum of 55 Gallons	\$ 695.75	55	\$ 38,266.25
Total:			\$ 38,898.75

Subsection 10.3.2

Multi-Vehicle Antifreeze, ready-to-use	Bid Price	Estimated Quantity	Total
List brand below ↓			
THRIVE			
Per Gallon in 1 Gallon Bottle	\$ 10.45	50	\$ 522.50
Per Drum of 55 Gallons	\$ 574.75	55	\$ 31,611.25
Total:			\$ 32,133.75

Section 10.4: GENERIC**Subsection 10.4.1 Chevron Products or Equal to****Vendor Name:** _____

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quart Containers	\$ 120.12
Per Gallon in 1 Gallon Bottle	\$ 40.92
Per Pail of 5 Gallons	\$ 204.60
Per Drum of 55 Gallons	\$ 2,250.60
SAE 15W-40 CJ-4 Delo 400	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quart Containers	\$ 136.40
Per Pail of 5 Gallons	\$ 165.00
Per Drum of 55 Gallons	\$ 1,815.00
Per Gallon in Bulk	\$ 25.96

SAE 30 Delo 400	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quart Containers	\$ 136.40
Per Pail of 5 Gallons	\$ 165.00
Per Drum of 55 Gallons	\$ 1,815.00

SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 171.60
Per Drum of 55 Gallons	\$ 1,887.60

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 202.40
Per Drum of 55 Gallons	\$ 2,145.00
Per Gallon in Bulk	\$ 2,090.00

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 253.00
Per Drum of 55 Gallons	\$ 2,783.00

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

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 101.20
Per Drum of 55 Gallons	\$ 1,113.20
Per Gallon in Bulk	\$ 20.24

Grease Ultra-Duty EP2	Bid Price
List brand below ↓	
THRIVE	
Per Case of 10, 14oz Tubes	\$ 39.60
Per 35# Container	\$ 138.60
Per 120# Container	\$ 475.20

Gear Oil 85-140 GL-5	Bid Price
List brand below ↓	
THRIVE	
Per 35# Container	\$ 177.10

Gear Oil, Universal 85-140 GL-5	Bid Price
List brand below ↓	
THRIVE	
Per 35# Container	\$ 230.23

Subsection 10.4.2: Mobil Products or Equal to**Vendor Name:**

SAE 0W-20 – SP Mobil Special	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 132.00

SAE 0W-30 SP Mobil Special	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 132.00

SAE 5W-20 – SP Mobil Special	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 73.81

SAE 5W-30 – SP Mobil Special	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 83.95

SAE 10W-30 – SP Mobil Special	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 179.52

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
THRIVE	
Per Gallon in 1 Gallon jug	\$ 30.80
Per Pail of 5 Gallons	\$ 154.00
Per Drum of 55 Gallons	\$ 1,694.00

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
THRIVE	
Per Gallon in 1 Gallon jug	\$ 26.36
Per Pail of 5 Gallons	\$ 131.78
Per Drum of 55 Gallons	\$ 1,452.00

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:**

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
THRIVE	
Per Gallon in 1 Gallon jug	\$ 26.36
Per Pail of 5 Gallons	\$ 131.78
Per Drum of 55 Gallons	\$ 1,452.00

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
THRIVE	
Per Gallon in 1 Gallon jug	\$ 26.36
Per Pail of 5 Gallons	\$ 131.78
Per Drum of 55 Gallons	\$ 1,457.50

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 171.60
Per Drum of 55 Gallons	\$ 1,892.00

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 170.50
Per Drum of 55 Gallons	\$ 1,897.50

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 280.50

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 145.20
Per Drum of 55 Gallons	\$ 1,534.50

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 185.90
Per Drum of 55 Gallons	\$ 1,969.00

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:**

UTF – GL-4 Mobilfluid 424	Bid Price
List brand below ↓	
THRIVE	
Per Pail of 5 Gallons	\$ 162.80
Per Drum of 55 Gallons	\$ 1,790.80
Per Gallon in Bulk	\$ 32.56

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
List brand below ↓	
THRIVE	
Per Case of 10, 14oz Tubes	\$ 81.40
Per 35# Container	\$ 284.90
Per 120# Container	\$ 976.80

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 134.64
Per 35# Container	\$ 392.70

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 134.64
Per 35# Container	\$ 392.70

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 171.60
Per 35# Container	\$ 500.50

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
List brand below ↓	
THRIVE	
Per Case of 12 Quarts in Quart Containers	\$ 256.08
Per 35# Container	\$ 746.90

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Q Environmental, Inc.
Houston, TX United States

Certificate Number:
2023-1036616

Date Filed:
06/20/2023

Date Acknowledged:
06/27/2023

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.

B23-056
Oil & Lubricants

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

5 Check only if there is NO Interested Party.**6 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)



COUNTY PURCHASING AGENT

Fort Bend County, Texas

Vendor Information

Jaime Kovar
Purchasing Agent

Office (281-341-8640)

Legal Company Name (top line of W9)	The Plaza Group, Inc												
Business Name (if different from legal name)													
Federal ID # or S.S. #	76-0423387	DUNS # 92-8219682											
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 29 years										
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____												
Remittance Address	1177 West Loop South #1450												
City/State/Zip	Houston, Tx 77027												
Physical Address	Same as above												
City/State/Zip													
Phone/Fax Number	Phone: 713-266-0707 Fax: 713-266-8660												
Contact Person	Garrett Velarde												
E-mail	gvelarde@theplaza grp.com												
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise <input type="checkbox"/> SBE-Small Business Enterprise <input type="checkbox"/> HUB-Texas Historically Underutilized Business <input type="checkbox"/> WBE-Women's Business Enterprise <input type="checkbox"/>		<table><thead><tr><th>Cert Date</th><th>Exp Date</th></tr></thead><tbody><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></tbody></table>	Cert Date	Exp Date	_____	_____	_____	_____	_____	_____	_____	_____
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Company's gross annual receipts	<table><tbody><tr><td><\$500,000 _____</td><td>\$500,000-\$4,999,999 _____</td></tr><tr><td>\$5,000,000-\$16,999,999 _____</td><td>\$17,000,000-\$22,399,999 _____</td></tr><tr><td colspan="2">>\$22,400,000 <input checked="" type="checkbox"/></td></tr></tbody></table>			<\$500,000 _____	\$500,000-\$4,999,999 _____	\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____	>\$22,400,000 <input checked="" type="checkbox"/>					
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\$5,000,000-\$16,999,999 _____	\$17,000,000-\$22,399,999 _____												
>\$22,400,000 <input checked="" type="checkbox"/>													
NAICs codes (Please enter all that apply)	324110,454310,424720,424710, 454390,325998												
Signature of Authorized Representative													
Printed Name	Garrett Velarde												
Title	Sales Mgr												
Date	5-23-2023												

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 23-056**

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, June 6, 2023
2:00 PM (Central)**

LABEL ENVELOPE:

**BID 23-056
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:
Brooke Lindemann
Senior Buyer
Brooke.Lindemann@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 flash drive. The Excel file on the 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 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. Brooke Lindemann, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: Brooke.Lindemann@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, May 31, 2023 at 10:00 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.

Initials of Bidder

A handwritten signature in black ink, consisting of a stylized 'A' followed by a series of loops and a long horizontal stroke.

- 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.

Initials of Bidder:

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

- 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

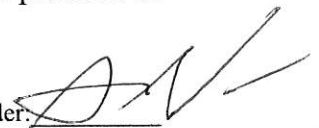
Initials of Bidder:



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

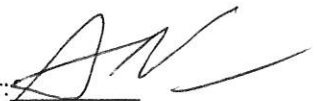
Initials of Bidder:



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

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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 six (6) 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

Initials of Bidder:



purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.

2.7 Invoices and Payments:

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

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

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

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

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


2.10 Warranty/Price:

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

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- 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

Initials of Bidder: 

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

Initials of Bidder:



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 **through September 30, 2024**, renewable annually for four (4) years (through September 30, 2028) 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: B23-056.
- 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.

Initials of Bidder:



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.

Initials of Bidder:

- 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 flash drive and printed hard copy
- 14.2 Vendor Form
- 14.3 W9 Form
- 14.4 Tax Form/Debt/Residence Certification

Initials of Bidder: 

**Contract Sheet
Bid 23-056**

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

This memorandum of agreement made and entered into on the 27 day of June, 2023,
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
The Plaza Group, 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 27th day of June, 2023.


County Judge KP George

Fort Bend County, Texas

By: _____
County Judge, KP George

X By:  _____
Signature of Contractor

By: Garrett Velarde _____
Printed Name and Title

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. The Plaza Group	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check <u>only one</u> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 1177 West Loop S #1450	Requester's name and address (optional)
6 City, state, and ZIP code Houston, Texas 77027	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
or	
Employer identification number	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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 on page 3.

Sign Here  Signature of U.S. person ▶

Date ▶ **5-23-2023**

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

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? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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 Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the 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 alien.
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.
5. 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 alien 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 alien 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, royalties, 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(c)(2)(iii). 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 payee 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—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—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 \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² 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)(i)

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

G—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 broker

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 mail 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 www.ssa.gov. 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 www.irs.gov/businesses 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 item 2 of the certification.

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:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. 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 ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
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 entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. 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)(B))	The trust

¹ 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.

² Circle the minor's name and furnish the minor's SSN.

³ 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.

⁴ 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 falsely 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.

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

Taxpayer Identification Number (T.I.N.): 76-0423387

Company Name submitting Bid/Proposal: The Plaza Group

Mailing Address: 1177 West LoopSouth #1450 Houston, Tx 77027

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>

* 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.

xx I certify that The Plaza Group is a Resident Bidder of Texas as defined in Government Code
x [Company Name]
§2252.001.

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

Mandatory Form



Contractor Acknowledgement of 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:

The Plaza Group

(Company/Contractor)

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


Contractor Signature

5-23-2023

Date

Garrett Velarde

Printed Name

Sale Mgr

Title

Fort Bend County Pricing Form
BID 23-056
Term Contract for Oil and Lubricants

Term: through September 30, 2024

Section 10.1: CHEVRON PRODUCTS

Vendor Name: _____

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per Gallon in 1 Gallon Bottle	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 15W-40 CJ-4 Delo 400	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per Gallon in 1 Gallon Bottle	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

SAE 15W-40 CJ-4 Delo 400 XLE	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per Gallon in 1 Gallon Bottle	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

SAE 10 Delo 400	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 30 Delo 400	Bid Price
Per Quart in Quart Container	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 50 Heavy Duty Drive Train (Meets Cat's TO-4 Specifications)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

Section 10.1: CHEVRON PRODUCTS (cont'd)**Vendor Name:** _____

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

TDH 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	

Grease Ultra-Duty EP2	Bid Price
Per Case of 10, 14oz Tubes	
Per 35# Container	
Per 120# Container	

Gear Oil 85-140 GL-5	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per 35# Container	

Gear Oil, Universal 85-140 GL-5	Bid Price
Per 35# Container	

Section 10.2: MOBIL PRODUCTS**Vendor Name:** _____

SAE 0W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	

SAE 0W-30 SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	

SAE 5W-20 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	

SAE 5W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	

SAE 10W-30 – SP Mobil Special	Bid Price
Per Case of 12 Quart Containers	

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
Per Gallon in 1 Gallon jug	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
Per Gallon in 1 Gallon jug	
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

Section 10.2: MOBIL PRODUCTS (cont'd)**Vendor Name:** _____

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
Per Pail of 5 Gallons	

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	

UTF – GL-4 Mobilfluid 424	Bid Price
Per Pail of 5 Gallons	
Per Drum of 55 Gallons	
Per Gallon in Bulk	

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate	Bid Price
Per Case of 10, 14oz Tubes	
Per 35# Container	
Per 120# Container	

Gear Oil 80W-90 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per 35# Container	

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per 35# Container	

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per 35# Container	

Synthetic Gear Oil 75W-140 Mobil 1	Bid Price
Per Case of 12 Quarts in Quart Containers	
Per 35# Container	

Section 10.3: ANTIFREEZE**Subsection 10.3.1****Vendor Name:**

Multi-Vehicle Antifreeze, concentrated	Bid Price	Estimated Quantity	Total
List brand below ↓			
HD ELC 50/50 Red			
Per Gallon in 1 Gallon Bottle	\$ 12.13	50	\$ 606.50
Per Drum of 55 Gallons	\$ 575.00	55	\$ 31,625.00
Total:			\$ 32,231.50

Subsection 10.3.2

Multi-Vehicle Antifreeze, ready-to-use	Bid Price	Estimated Quantity	Total
List brand below ↓			
HD ELC 50/50 Red			
Per Gallon in 1 Gallon Bottle	\$ 12.13	50	\$ 606.50
Per Drum of 55 Gallons	\$ 575.00	55	\$ 31,625.00
Total:			\$ 32,231.50

Section 10.4: GENERIC**Subsection 10.4.1 Chevron Products or Equal to****Vendor Name:**

SAE 10W30 CJ-4/SM Delo 400 XLE	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quart Containers	\$ 52.90
Per Gallon in 1 Gallon Bottle	\$ 17.25
Per Pail of 5 Gallons	\$ 80.50
Per Drum of 55 Gallons	\$ 891.25

SAE 15W-40 CJ-4 Delo 400	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quart Containers	\$ 52.90
Per Pail of 5 Gallons	\$ 80.50
Per Drum of 55 Gallons	\$ 891.25
Per Gallon in Bulk	\$ 12.53

SAE 30 Delo 400	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quart Containers	\$ 51.75
Per Pail of 5 Gallons	\$ 75.00
Per Drum of 55 Gallons	\$ 822.25

SAE 50 Heavy Duty Drive Train (Meets Cat's requiring TO-4 Fluids)	
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 80.50
Per Drum of 55 Gallons	\$ 891.25

Hydraulic Oil ISO-46 (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 59.80
Per Drum of 55 Gallons	\$ 626.75
Per Gallon in Bulk	\$ 9.37

Hydraulic Oil AW 68 (Denison HF-2, Vickers I-286-S)	Bid Price
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 59.80
Per Drum of 55 Gallons	\$ 626.75

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

TDH Hydraulic/Tractor Fluid (Case MS-1207, John Deere J20C)	Bid Price
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 73.60
Per Drum of 55 Gallons	\$ 776.25
Per Gallon in Bulk	\$ 11.90

Grease Ultra-Duty EP2	Bid Price
List brand below ↓	
Moffitt	
Per Case of 10, 14oz Tubes	\$ 55.20
Per 35# Container	\$ 215.00
Per 120# Container	\$ 837.00

Gear Oil 85-140 GL-5	Bid Price
List brand below ↓	
Moffitt	
Per 35# Container	\$ 82.80

Gear Oil, Universal 85-140 GL-5	Bid Price
List brand below ↓	
Moffitt	
Per 35# Container	\$ 82.80

Subsection 10.4.2: Mobil Products or Equal to**Vendor Name:**

SAE 0W-20 – SP Mobil Special	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quarts in Quart Containers	\$ 74.75

SAE 0W-30 SP Mobil Special	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quarts in Quart Containers	\$ 82.80

SAE 5W-20 – SP Mobil Special	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quarts in Quart Containers	\$ 51.75

SAE 5W-30 – SP Mobil Special	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quarts in Quart Containers	\$ 51.75

SAE 10W-30 – SP Mobil Special	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quarts in Quart Containers	\$ 51.75

SAE 10W-30 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
Moffitt	
Per Gallon in 1 Gallon jug	\$ 73.60
Per Pail of 5 Gallons	\$ 80.50
Per Drum of 55 Gallons	\$ 891.25

SAE 10W-30 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
Moffitt	
Per Gallon in 1 Gallon jug	\$ 73.60
Per Pail of 5 Gallons	\$ 80.50
Per Drum of 55 Gallons	\$ 891.25

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:**

SAE 15W-40 – CK-4 Mobil Delvac 1300 Super Synthetic Blend	Bid Price
List brand below ↓	
Moffitt	
Per Gallon in 1 Gallon jug	\$ 73.60
Per Pail of 5 Gallons	\$ 80.50
Per Drum of 55 Gallons	\$ 891.25

SAE 15W-40 – Mobil Delvac Extreme Synthetic	Bid Price
List brand below ↓	
Moffitt	
Per Gallon in 1 Gallon jug	\$ 73.60
Per Pail of 5 Gallons	\$ 80.50
Per Drum of 55 Gallons	\$ 891.25

SAE 10W – Mobiltrans HD Syn-Blend	Bid Price
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 86.25
Per Drum of 55 Gallons	\$ 851.00

SAE 50 – Mobiltrans HD (Meets Cat TO-4 Specification)	Bid Price
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 80.50
Per Drum of 55 Gallons	\$ 891.25

SAE 50 – MT-1 Mobil Delvac 1 Synthetic Trans Fluid (Eaton Roadranger PS-164 Rev 7)	Bid Price
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 1,178.75

ISO 46 – Mobil Nuto H 46 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 59.80
Per Drum of 55 Gallons	\$ 626.75

AW68 – Mobil Nuto H 68 Hydraulic Oil (Denison HF-2, Vickers I-268-S)	Bid Price
List brand below ↓	
Moffitt	
Per Pail of 5 Gallons	\$ 59.80
Per Drum of 55 Gallons	\$ 626.75

Subsection 10.4.2: Mobil Products or Equal to (cont'd)**Vendor Name:**

UTF – GL-4 Mobilfluid 424		Bid Price
List brand below ↓		
Moffitt		
Per Pail of 5 Gallons		
Per Drum of 55 Gallons		\$ 73.60
Per Gallon in Bulk		\$ 776.25
		\$ 11.90

Grease NLGI GC-LB Mobil Centaur Moly2 Calcium Sulfate		Bid Price
List brand below ↓		
Moffitt		
Per Case of 10, 14oz Tubes		\$ 59.80
Per 35# Container		\$ 247.25
Per 120# Container		\$ 862.50

Gear Oil 80W-90 GL-5 Mobilube HD Plus		Bid Price
List brand below ↓		
Moffitt		
Per Case of 12 Quarts in Quart Containers		\$ 60.95
Per 35# Container		\$ 82.80

Gear Oil 85W-140 GL-5 Mobilube HD Plus	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quarts in Quart Containers	\$ 60.95
Per 35# Container	\$ 82.80

Synthetic Gear Oil 75W-90 Mobil 1	Bid Price
List brand below ↓	
Moffitt	
Per Case of 12 Quarts in Quart Containers	\$ 86.25
Per 35# Container	\$ 120.75

Synthetic Gear Oil 75W-140 Mobil 1		Bid Price
List brand below ↓		
Moffitt		
Per Case of 12 Quarts in Quart Containers		\$ 97.75
Per 35# Container		\$ 135.70

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

plaza group
HOUSTON, TX United States

Certificate Number:
2023-1036695

Date Filed:
06/20/2023

Date Acknowledged:
06/27/2023

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.

B23-056
Oil and Lubricants

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

5 Check only if there is NO Interested Party.**6 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)