

INVITATION TO BID

LUBRICANTS AND COOLANTS DENTON COUNTY, TEXAS

I. GENERAL

It is the intent of these specifications to describe the minimum requirements for various lubricants, oils and greases in sufficient detail to secure comparable bids.

- A. The contract will be in effect from October 1, 2003 through September 31, 2004 with an option to renew for two additional years at the discretion of the Denton County Commissioners Court. Prices must remain firm during contract period.
- B. Delivery will be FOB Denton County Road and Bridge Facilities located in Argyle, Aubrey and Krum and the Denton County Vehicle Maintenance Facility at 1405 Troy H. LaGrone Dr., Denton, Texas. All delivery charges are to be included in the bid price.
- C. Award of contract and any subsequent renewals will be contingent on availability of Denton County funds.
- D. References shall be included on this bid form. Three current customers with a comparable purchase shall be listed with complete name, address, telephone number and contact person.
- E. Bids must be submitted on this form and the bidder shall return the entire bid/specification package which will constitute a contract equally binding between the bidder and Denton County if accepted by the Commissioners Court of Denton County, Texas. Each bid shall be placed in a sealed envelope, manually signed in ink by a person having the authority to bind his firm in a contract.
- F. No public official shall have any interest in this contract, except as permitted by and subject to the disclosure requirements of Vernon's Texas Codes Annotated, Local Government Code, Title 5, Subtitled C, Chapter 171.
- G. This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) days written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Denton County reserves the right to award cancelled contract to next lowest and best bidder as it deems to be in the best interest of the county.

- H. Denton County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the county in the event of breach or default of this contract. Denton County reserves the right to terminate the contract immediately in the event the successful bidder fails to:
 - 1. meet schedules;
 - 2. otherwise perform in accordance with these specifications
- I. When requested, samples shall be furnished free of expense to Denton County.
- J. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This however, shall in no way be construed as negating the basis for termination for non-performance.
- K. All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and shall hold the bidder responsible to perform in strict accordance with the specifications of the invitation. Denton County Commissioners Court reserves the right to accept any and all or none of the exception(s)/substitutions(s) deemed to be in the best interest of the County.
- L. Items supplied under this contract shall be subject to the county's approval. Items found defective or not meeting specifications shall be picked up and replaced by the successful bidder at the next service date at no expense to the county. If item is not picked up within one (1) week after notifications, the item will become a donation to the county for disposition.
- M. It is expressly understood and agreed that in case Denton County should need any item(s) not available within the time frame needed from the successful vendor during the term of this contract, Denton County reserves the right to purchase these items from other than the successful vendor and shall not be in violation of any terms or conditions of said Contract. Further, Denton County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.
- N. No money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.
- O. Bidders should submit with their bid the latest printed literature and detailed specifications on equipment the bidder proposes to furnish.

- P. Quantities indicated are estimates based on the best available information and do not constitute an order. Orders will be placed on an as-needed basis.
- Q. Funds for payment have been provided through the Denton County budget approved by the Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current Denton County fiscal year shall be subject to budget approval.
- R. Governmental Entities utilizing inter-governmental contracts with Denton County will be eligible, but not obligated, to purchase necessary materials and supplies under the contract(s) awarded as a result of this solicitation. FOB Destination prices will apply only to delivery points specified in these documents. Delivery to other FOB points may include applicable freight charges. Any additional incremental costs for delivery must be clearly stated in quotes to participating entities before order is placed. All purchases by governmental entities other than Denton County will be billed directly to that governmental entity and paid by that governmental entity. Denton County will not be responsible for another governmental entity's debts. Each governmental entity will order their own material as needed. The quantities furnished in this bid document are for Denton County only. It does not include quantities for any other governmental jurisdiction.

II. SPECIFICATIONS:

- A. Whenever an article or material is defined by describing a proprietary product or by using the name of a manufacturer, the term "or equal" if not inserted shall be implied. The specified article or material shall be understood as indicating the type, function, minimum standard of design, efficiency and quality desired and shall not be construed as to exclude other manufactured products of comparable quality, design and efficiency. In the event that any equivalent version is proposed, prospective bidders are herewith advised that precise, adequate, and documented evidence of equivalency in performance, stability, and operational efficiency should be submitted with the bid for further consideration. If bidding on other than model or type or design referenced, bidder must be prepared to make proposed equipment available in a convenient location for inspection, and/or demonstrate the merits of the item by means acceptable to Denton County within ten (10) days after a written request is submitted by Denton County to the bidder, so the equipment can be adequately evaluated. Failure to comply with this requirement shall be considered just cause for rejection of a bid from further consideration. Final determination of equivalency will be determined by Denton County.

- B. The apparent silence of the specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- C. It is the Bidder's responsibility to promptly notify the County Director of Purchasing of all conflicts, errors, ambiguities, or discrepancies which vendor has discovered in the bid specifications or between the contract documents and such other related documents.
- D. Bidders may bid on all or any part of this bid. The County reserves the right to accept or reject all or any part of any bid and award by part or total bid.
- E. The successful bidder must comply with U.S. Department of Labor Occupational Safety and Health Hazard Communication 1910.1200 in using chemicals, provide necessary material data sheet(s) for chemical(s) used, and meet all requirements of the labor laws.
- F. Testing may be performed at the request of Denton County anytime during the length of the contract through an independent testing laboratory. If the results do not meet specifications, then the cost of the test will be absorbed by the successful bidder. If the results of the test meets specifications, then the cost will be borne by Denton County.

Item #	Description
1	<p>Quaker State Super Blend 5W30 Engine Oil for gasoline engines or equal, meeting or exceeding the following specifications:</p> <ul style="list-style-type: none"> -American Petroleum Institute SG-CD -Military-L-46152E -Chrysler MS 6395F -Ford WSS-M2C205-A -GM 4718-M -GM 6048-M, 6085-M, 6094-M -VW 500.00 and 501.01 -Viscosity Index 159 minimum <p>Approximate annual usage County Wide: 1200 gallons</p>
2	<p>Quaker State HDX Universal Fleet 15W40 Engine Oil for diesel and gasoline engines, or equal, meeting or exceeding the following specifications:</p> <ul style="list-style-type: none"> -American Petroleum Institute CF4/CE/CD-11/CD/CC/SG -ACEA/CCMC D4 and PD-2 -Military-L-2104E -U.S. Military Gasoline Engine Oil (API SG/MVMA) -Caterpillar Tractor (CD) -Cummins NTC 400 -DAF SHPD -Mercedes Benz AG 227.1 and 228.a -Detroit Diesel 6V-53T -Mack EO-K/2 -M.A.N. 270 and 271 -Navistar Truck -Seania Long Drain -Volvo BDS Long Drain -V.W. 505.00 and 501.01 -Viscosity Index 139 minimum <p>Approximate annual usage County Wide: 1500 gallons</p>
3	<p>85W-140 Gear Lube, Meeting or exceeding the following specifications:</p> <ul style="list-style-type: none"> -Military-L-2105D -Auto Spec GL-4 and LG <p>Approximate annual usage County Wide: 330 gallons</p>

Item #	Description
4	Heavy Duty Chassis Grease – Multi-Duty meeting or exceeding the following: -NLGI No. 2 EP LB/GC -Timken OK Load of 70 lb. -Oxidation Resistance of 3.5 psi drop in 100 hrs. -Rust Prevention – No. 1 -4 Ball Wear Scar, MM - .45 -Recommended Temperature -0°F to 350°F continuous -Range -375°F Max. short term Approximate annual usage County Wide: 15 – 120 lb. kegs
5	Universal Tractor Hydraulic/Transmission Oil, meeting or exceeding the following specifications: -ISO 68 -SAE 30 -Viscosity Index 55 Approximate annual usage County Wide: 1000 gallons
6	Amsoil 100% Synthetic Automatic Transmission Fluid or equal, meeting or exceeding the following specifications: Chrysler ATF Plus -GM Dextron II and II E -Ford Mercon -Ford ESP-M2C 166-H (Type H) -Ford ESP-M2C 138-CJ (Type CJ) -GM Strasbourg and Opel -Mercedes Benz -Caterpillar Powershift Transmission TO-2 and TO-3 -Allison C-3 and C-4 -Clark Powershift Transmission -ZF Commercial Transmission HP500 and HP600 -Voith Commercial Transmissions -Sundstand Pump Tested -Sperry Vickers Mobile (M2950S) and Industrial (I-286S) Hydraulics -Power Steering Units -Abex-Denison, HF Pump Performance -Viscosity Index (ASTM-D-2270) 193 -Flash Point °C (°F) (ASTM-D-92 - 234 (453)) -Fire Point °C (°F) (ASTM-D-92 - 252 (486)) Approximate annual usage County Wide: 5 – 55 gallon drums
7	Mobil I Synthetic OW-30 Motor Oil or equal:

Item #	Description
	Approximate annual usage County Wide: 200 gallons
8	Other products not specified: Denton County may order various quantities of Lubricants not specified in this bid. Bidder shall state a percentage discount off of manufacturer's list price for all other products.
9	Delivery requirements. DELIVERIES MUST BE MADE WITHIN 2 BUSINESS DAYS OF RECEIPT OF PURCHASE ORDER.

BID SHEET

Denton County will accept premium brand lubricants only.

Item	Description	Est. usage	Brand Bid	Price per bulk gallon
1	Quaker State Super Blend 5W30 Engine Oil or equal	1200 gallons		

Item	Description	Est. usage	Brand Bid	Price per bulk gallon
2	Quaker State HDX Universal Fleet 15W40 Engine Oil or equal	1500 gallons		

Item	Description	Est. usage	Brand Bid	Price per 55 gallon drum
3	85W-140 Gear Lube	330 gallons		

Item	Description	Est. usage	Brand Bid	Price per 120 lb. keg
4	Heavy Duty Chassis- Multi-Duty	15 ea.- 120 lb. kegs		

Item	Description	Est. usage	Brand Bid	Price per bulk gallon
5	Universal Tractor Hydraulic/Transmission Oil	1000 gallons		

Item	Description	Est. usage	Brand Bid	Price per 55 gallon drum	Price per quart
6	Amsoil 100% Synthetic Auto Transmission Fluid or equal	5 ea. – 55 gallon drums			

Item	Description	Est. usage	Brand Bid	Price per quart
7	Mobil I Synthetic O-W-30 Motor Oil or equal	200 gallons		

Item	Description	%
8	Other products not specified: Denton County may order various quantities of Lubricants not specified in this bid. State percentage discount off of manufacturer's list price for other products.	

BID SHEET
(continued)

Item	Description	Yes or No
9	Can you meet delivery requirements?	

Company Name

Authorized Signature

Address

Name (Printed or Typed)

City, State, Zip

Title

Phone

Date

Fax

E-Mail

Federal ID Number (Required)

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal. ***THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL.***

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title _____

Phone: _____ Fax: _____

Contract Period: _____ Scope of Work _____

AFFIDAVIT

The undersigned certifies that the bid prices contained in this proposal have been carefully checked and are submitted as correct and final and if bid is accepted (within 90 days unless otherwise noted by vendor), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of _____, on this day personally appeared

_____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing proposal submitted by _____

_____ hereinafter called "Bidder" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Bidder affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Name and Address of Bidder:

Telephone number _____

Fax number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20 _____.

Notary Public in and for the
State of _____.