



Bid Documents for

**OIL, LUBRICANTS AND
TRANSMISSION FLUIDS FOR THE
COMAL COUNTY ROAD DEPARTMENT**

Comal County, Texas

BID # 040-2010-121

COMAL COUNTY INVITATION TO BID COVER SHEET

The enclosed INVITATION TO BID (ITB) and accompanying documents are for your convenience in submitting a bid for the enclosed referenced products and/or services for COMAL COUNTY.

IMPORTANT BID DATES:

DUE DATE:	AUGUST 24, 2010 AT 11:00 A.M., LOCAL TIME
OPENING DATE:	AUGUST 24, 2010 AT 2:00 P.M., LOCAL TIME
AWARD DATE:	SEPTEMBER 9, 2010

Bidder shall sign and date the offer as requested on each page. Offers, which are not signed and dated in this manner, may be rejected.

RETURN OFFER TO:

PHYSICAL ADDRESS:
(FED-EX/UPS/HAND DELIVERY)
RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR
1297 CHURCH HILL DR.
NEW BRAUNFELS, TEXAS 78130

MAILING ADDRESS:
(USPS MAIL)
RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR
150 N. SEGUIN AVE.
NEW BRAUNFELS, TEXAS 78130

Please note that all offers **must be received at the designated location by the deadline shown**. Offers received after the deadline **will not be considered** for the award of the Contract and shall be considered void and unacceptable.

COMAL COUNTY is very conscious and extremely appreciative of the time and effort you have expended to submit an offer. We would appreciate it if you would indicate on any "No Offer" response, any requirement of this ITB which may have influenced your decision to "No Offer". If your response to this ITB is a "No Bid" response, please complete the Statement of No Bid in this ITB and submit.

Any prospective bidder/offeror desiring any explanation or interpretation of the solicitation must make a written request at least five (5) days prior to the scheduled time for the bid/offer opening. The request must be addressed to Ramona Womack, County Purchasing Director, at the address stated above or faxed to (830) 608-2031. Any information given to a prospective bidder/offeror concerning this solicitation will be furnished promptly to all other known prospective bidders/offerors as a written amendment/addendum to the solicitation. Comal County reserves the right to accept or reject any or all bids/offers as it deems in its best interest and to waive any formalities.

It is the Bidder/Offeror's responsibility to verify the issuance of Addenda in regard to this Bid/Offer. All Addenda shall be submitted to all known bidders/offerors and shall be posted on the Comal County Purchasing Website http://www.co.comal.tx.us/PUR_BIDS.htm. Comal County shall not be responsible for failed internet connections or power interruptions.

Ramona Womack, CPPB
County Purchasing Director
Comal County
1297 Church Hill Dr.
New Braunfels, Texas 78130

**I. COMAL COUNTY
OFFEROR CERTIFICATION**

LEGAL NAME OF CONTRACTING COMPANY

FEDERAL I.D. # (Company or Corporation)

SOCIAL SECURITY # (Individual)

TELEPHONE NUMBER

FACSIMILE NUMBER

CONTACT PERSON

TITLE

COMPLETE MAILING ADDRESS

CITY & STATE

ZIP CODE

COMPLETE STREET ADDRESS

CITY & STATE

ZIP CODE

EMAIL ADDRESS

CERTIFICATION

By my signature hereon, I certify that the Goods and/or Services that I propose to furnish will meet or exceed every specification contained herein, and that I have read each and every page of the Specifications/Statement of Work, other requirements, as well as, the Standard Terms & Conditions and Bid/Offer Sheet. Further, I agree that if my offer is accepted, I shall perform as required in these Contract documents. I am aware that, once accepted by Comal County, my offer becomes a binding Contract in accordance with the provisions herein of the aforementioned Contract documents, and that I will not be permitted to attempt enforcement of any other Contract or Contract provisions.

SIGNATURE

DATE

Typewritten or Printed Name

Title

II. TERMS & CONDITIONS

The parties, Comal County, Texas, a political subdivision of the State of Texas, (hereinafter referred to as "County") and _____ (hereinafter referred to as "Vendor" or "Offeror"), hereby agree upon the following terms and conditions.

1.1. Bids are solicited for Oils, Lubricants, and Transmission Fluids for the Comal County Road Department as outlined in the specifications in this Invitation for Bid (IFB).

1.2. Complete IFB's shall be received in the Comal County Purchasing Department, 1297 Church Hill Dr., New Braunfels, Texas 78130 no later than 11:00 A.M. on August 24, 2010. IFB's will be opened at 2:00 P.M. on August 24, 2010 in the Comal County Purchasing Office. IFB's will be awarded September 9, 2010, in Comal County Commissioners Court (hereinafter referred to as "Commissioners Court"). Commissioners Court begins at 8:15 A.M.

IFB's which are received after the specified time and date, will be returned to the Offeror unopened in accordance with state law. IFB's must be in the possession of the Purchasing Agent by the time and date indicated above. The County will not be responsible for mail or delivery charges, or for charges associated with preparation of IFB or IFB materials.

When sent by mail, Federal Express, Express Mail, or other delivery service, sealed IFB's shall be enclosed in an additional envelope clearly identified on outside as a IFB to County with Offeror's name and address, IFB name, and IFB date and time. It is the sole responsibility of the Offeror to ensure timely delivery of IFB. The IFB is timely delivered when it is actually received by the Purchasing Office on or before the "DUE DATE". County will not be responsible for failure of service on the part of the U.S. Post Office, courier services, or any other form of delivery service chosen by the Offeror. You may call the Comal County Purchasing Office at (830)643-5850 to see if your response has been received.

NOTE: The Time-Date Stamp Clock located in the Comal County Purchasing Office, will serve as the **OFFICIAL CLOCK** for the purpose of verifying the date and time of receipt of IFB's.

1.3. Please return the IFB package in a sealed envelope, marked with IFB title, IFB number and opening date.

1.4. IFB's may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by Offeror guaranteeing authenticity. After the official opening, IFB's may not be amended, altered, or withdrawn without the recommendation of the Purchasing Department and approval of Commissioners Court. All IFB's become the property of the County and will not be returned to the Offeror.

1.5. The County is exempt from federal excise and state sales tax; therefore, tax must not be included in this IFB.

1.6. **TERM OF CONTRACT:** Offeror will furnish the required services and products at the price quoted and commission offered, and will not raise the prices for the six (6) month contract period, September 9, 2010 to March 9, 2011. The contract amount will remain the same as the accepted IFB amount throughout the contract period.

1.7. **OPTION TO RENEW:** This contract may be extended provided all terms and conditions, except for the contract period being extended or any price redetermination as authorized elsewhere in this contract, remain unchanged and in full force and effect. Option, if exercised, to be executed in the form of a Modification/Supplemental Agreement, to be issued not sooner than thirty (30) days prior to expiration of this contract, nor later than the final day of the contract period. This Option to Renew requires the mutual agreement in

writing of both parties. Refusal by either party to exercise this Option to Extend shall require this contract to expire on the original or mutually agreed date. The normal extension period shall be in six (6) month increments. The total period of this contract, including all extensions as a result of exercising this option may not exceed a maximum combined period of three (3) years.

1.8. The County reserves the right to accept or reject in part or in whole any IFB's submitted and to waive any technicalities for the best interest of the County when awarding to the most qualified Offeror.

1.9. Invoices shall be sent directly to the Comal County Auditor, 150 North Seguin, Suite 201, New Braunfels, Texas 78130. Payments will be processed after notification that all materials have been delivered satisfactorily and no unauthorized materials have been delivered. The County may elect to pay invoices with procurement cards.

1.10. Continuing non-performance of the Offeror in terms of specifications shall be a basis for the termination of the contract by the County. The County shall not pay for supplies/services, which are unsatisfactory. County may give Vendor 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.

1.11. Quantities indicated in the IFB are estimated based upon the best available information. The County reserves the right to increase or decrease the quantities to meet its actual need without any adjustments in the IFB price.

1.12. All bids inclusive of pricing shall remain firm for acceptance for a period of thirty (30) days from opening date unless otherwise specified by the County.

1.13. Prices bid shall reflect the full Specifications/Statement of Work as defined per the IFB documents, inclusive of all associated costs for insurance, overhead, profit and bonding, if required and so identified.

Vendor must include all incidental costs in his pricing. The County will not provide or allow for parking or travel reimbursements for the vendor's employees. Vendor's offices, administration and/or place of business will not be on the County premises and will be the vendor's responsibility. Only those costs shown on the Pricing/Delivery Sheet and confirmed by a purchase order will be paid.

It is also understood that any and all persons who provide services under Contract to the County, resulting from this IFB, shall be and remain employees of the Vendor, not the County. It is understood and agreed that the vendor is solely responsible for all services being provided and shall provide adequate insurance to cover against any and all losses incurred by the vendor's employees and or equipment during the course of the Contract.

This IFB in no manner obligates the County or any of its agencies to the eventual purchase of any goods and/or service described, implied or which may be included in this IFB, until confirmed by a written Contract and purchase order. Progress toward this end is solely at the discretion of the County and may be terminated at any time prior to the signing of a Contract.

The County will not be liable for any costs incurred by the vendor in preparing a response to this IFB. The County makes no guarantee that any goods and/or services will be purchased as a result of this IFB, and reserves the right to reject any and all IFB's. All IFB's and their accompanying documentation will become the property of the County.

The vendor is expected to examine all documents, forms, specifications, and all instructions. Failure to do so will be at vendor's risk.

1.14. ETHICAL CONDUCT: The vendor shall not offer or accept gifts or anything of value, not enter into any business arrangement with any employee, official, or director of the County. No public official shall have interest in this Contract, in accordance with Texas Local Government Code Annotated Title 5, Subtitle C, Chapter 171.

The vendor affirms that the only person or parties interested in this bid/offer as principals are those named herein, and that this bid/offer is made without collusion with any other person, firm, or corporation.

1.15. The extension of this contract as provided above is contingent on the appropriation of necessary funds by Commissioners Court. Upon the failure of Commissioners Court to so appropriate in any year, vendor may elect to terminate this agreement, with no additional liability to the County. County and vendor agree that termination shall be vendor's sole remedy under this circumstance.

1.16. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

1. Have adequate financial resources, or the ability to obtain such resources as required;
2. Be able to comply with the required or proposed delivery schedule;
3. Have a satisfactory record of performance;
4. Have a satisfactory record of integrity and ethics; and
5. Be otherwise qualified and eligible to receive an award.

Comal County may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards listed above.

1.17. If the IFB is accepted and approved by Commissioners Court then this IFB becomes the contract and there are no oral agreements either expressed or implied. No different or additional terms will become part of this contract with the exception of a change arising.

1.18. The Vendor shall make himself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances and regulations which in any manner affect the conduct of the work.

1.19. Payment shall not constitute an acceptance of the item(s) contained in this IFB, nor impair the County's right to inspect any of its remedies.

1.20. The price to be paid by the County shall be that contained in the Bid Specification/Bid Form, which the Offeror warrants to be no higher than Offeror's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase.

1.21. County reserves the right to select evaluation methods deemed most appropriate. Each IFB will be evaluated on a case-by-case basis, regardless of any previous evaluation method.

1.22. 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 specific article or material shall be understood as descriptive, not restrictive.

1.23. Title and Risk of Loss of goods, supplies, equipment, or services shall not pass to County until County actually receives and takes possession of the goods, supplies, equipment, or services at the point(s) of delivery.

1.24. The Offeror agrees that the goods, equipment, supplies, or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the Offeror to any customer for such goods, equipment, supplies, or services. The Offeror shall not limit or exclude any express, written, or implied warranties and

any attempt to do so shall render this contract voidable at the option of the County. The Offeror warrants that the product sold to the County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970.

1.25. All insurance requirements, including Worker's Compensation, General Liability, and all applicable insurance as outlined in Texas State Statutes, shall be met prior to any delivery or services rendered and shall remain in effect during the time of this contract. Payments shall not become due and payable until such certificates have been filed.

1.26. The parties herein agree that this Contract shall be enforceable in Comal County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in a court of competent jurisdiction in Comal County, Texas.

1.27. This Contract shall be governed by and construed in accordance with the laws of the State of Texas and all applicable Federal Laws.

1.28. This IFB, along with the Contract, submitted documents, and negotiations, when properly accepted and awarded by Comal County Commissioners Court shall constitute a contract equally binding between the successful Offeror and County. No different or additional terms will become a part of this contract with the exception of a Change Order. This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

1.29. The vendor shall indemnify and hold harmless the County and its duly appointed officers, agents and employees for all suits, actions, losses, damages, claims, or liability of any character, type, or description,

including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, the acts of vendor's officers, agents or employees.

1.30. If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

1.31. This Contract shall not be assignable by the vendor without prior written consent of the County. This agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this agreement.

1.32. If the vendor defaults in the performance of this contract or materially breaches any of its provisions County shall have the right to terminate this contract by giving written notice of termination within thirty (30) days of the occurrence of the default or material breach.

1.33. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

COMAL COUNTY BID #040-2010-121
OILS, LUBRICANTS AND TRANSMISSION FLUIDS FOR THE COMAL COUNTY ROAD DEPARTMENT

For the COUNTY:

For the VENDOR:

Comal County, Texas
C/O County Judge
150 N. Seguin
New Braunfels, Texas 78130
With Copy to Purchasing Agent:

Fax (____) _____

Comal County Purchasing Agent
150 N. Seguin
New Braunfels, TX 78130

Any notices served by fax shall be deemed to have been given and received only when written confirmation of the receipt of such fax has been received by the sender. Any party hereto may, at any time by giving fifteen (15) days' written notice to the other party hereto, designate any other address in substitution of the foregoing address to which such notice shall be given.

1.34. No provision of this agreement shall affect or waive any sovereign or governmental immunity available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law nor waive any defenses available to the County and/or its elected officials, officers, employees and agents under Federal or Texas law.

III. BID SPECIFICATIONS/BID FORM

Pricing shall be inclusive of any freight/fees to the Comal County Road Department, 195 David Jonas Dr., New Braunfels, TX 78130.

<u>ITEM #</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE \$</u>	<u>EXTENDED PRICE \$</u>
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1 SAE GRADE 5W30 ENGINE OIL, FULL SYNTHETIC
 For crankcase lubrication of gasoline powered automobiles. Shall comply with American Petroleum Institute (API) service categories SL, SJ, ILSAC spec GF3.

<u>550</u>	Gal.	Engine Oil SAE Grade 5W30 Full Synthetic 55 Gallon Drum Only	\$ _____ gal	\$ _____
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Brand Name/Product # _____

** I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. _____ (initial here).*

2 SAE GRADE 15W40 ENGINE OIL, FULL SYNTHETIC
 For crankcase lubrication of four cycle, diesel, or gasoline-powered tractors, trucks, automobiles, and construction equipment. Shall comply with the requirements of the American Petroleum Institute (API) service categories CJ-4/SG and ACEA A3/B3/E3/E5

<u>385</u>	Gal.	Engine Oil SAE Grade 15W40 Full Synthetic 55 Gallon Drum Only	\$ _____ gal	\$ _____
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Brand Name/Product # _____

** I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. _____ (initial here).*

3 AUTOMATIC TRANSMISSION FLUID, FULL SYNTHETIC
 Synthetic ATF shall comply with all requirements for Dexron III, Mercon V and Allison C-4 and Toyota I-1V, WS.

<u>440</u>	Gal.	Automatic Transmission Fluid Full Synthetic 55 Gallon Drum Only	\$ _____ gal	\$ _____
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Brand Name/Product # _____

** I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. _____ (initial here).*

III. BID SPECIFICATIONS/BID FORM

<u>ITEM #</u>	<u>EST. QTY</u>	<u>UOM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE \$</u>	<u>EXTENDED PRICE \$</u>
4			SAE GRADE 50 TRANSMISSION GEAR OIL, FULL SYNTHETIC Synthetic Gear Oil shall comply with American Petroleum Institute (API) service category API MT-1		
	<u>25</u>	Gal.	Transmission Gear Oil SAE 50 Full Synthetic 5 Gallon Pail Only	\$ _____	pail \$ _____

Brand Name/Product # _____
** I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. _____ (initial here).*

5			SAE GRADE 80W140 OR SAE 75W140 GEAR OIL, FULL SYNTHETIC Synthetic gear oil shall comply with American Petroleum Institute API service classifications GL-5, and MT-1, Specify which product is being bid.		
	<u>660</u>	Gal.	Gear Oil SAE 80W140 or SAE 75W140 Full Synthetic 55 Gallon Drum Only	\$ _____	gal \$ _____

Brand Name/Product # _____
** I acknowledge that the item I have listed above is a "full synthetic" product and a product specification sheet for item being bid is included with bid and marked with the item number. _____ (initial here).*

6			AUTOMATIC TRANSMISSION FLUID, ATF +4 ATF +4 shall comply with all requirements for Chrysler and Dodge ATF + for use in their transmissions.		
	<u>48</u>	Quarts	ATF +4 Automatic Transmission Fluid Quart Container Only	\$ _____	Qt. \$ _____

Brand Name/Product # _____



III. BID SPECIFICATIONS/BID FORM

<u>EST.</u>	<u>UNIT</u>	<u>EXTENDED</u>
<u>ITEM # QTY UOM DESCRIPTION</u>	<u>PRICE \$</u>	<u>PRICE \$</u>

10 AW68 HYDRAULIC OIL
 This hydraulic oil must meet or exceed Eaton/ Vickers specification 1286S MS2950S for use in various hydraulic pumps and drive motors.

220 Gal. AW68 Hydraulic Oil \$ _____ gal \$ _____
 55 Gallon Drum Only

Brand Name/Product # _____

11 TRACTOR OIL
 This hydraulic oil must meet or exceed the following specifications: American Petroleum Industry (API) GL4, New Holland M2C134A/B/C/D, Cat TO2, John Deere J20 A/C, Allison C3,C4. For use in drive axles and transmission on construction equipment and tractors.

220 Gal. Tractor Oil \$ _____ gal \$ _____
 55 Gallon Drum Only

Brand Name/Product # _____

12 AW68, 35KV, CONDUCTIVE RESISTANT HYDRAULIC OIL
 This hydraulic oil must meet or exceed the following specifications: 1286S MS2950S for use in various hydraulic pumps and drive motors used on Utility Man lifts where a low electrical conductive oil of 35KV is specified.

15 Gal. Tractor Oil \$ _____ Pail \$ _____
 5 Gallon Pails Only

Brand Name/Product # _____

IV.
COMAL COUNTY
BIDDER/OFFEROR'S AFFIRMATION

This sheet must be completed, signed, and returned by Bidder/Offeror

NOTE: FAILURE TO SIGN AND RETURN THIS FORM WITHIN 10 DAYS OF AWARD MAY RESULT IN THE TERMINATION OF ANY RESULTING PURCHASE ORDER OR CONTRACT.

1. Bidder/Offeror affirms that they are duly authorized to execute this Contract, that this company, corporation, firm, partnership or individual has not prepared this bid/offer in collusion with any other Bidder/Offeror, and that the contents of this bid/offer as to prices, terms or conditions of said bid/offer have not been communicated by the undersigned nor by any employee or director to any other person engaged in this type of business prior to the official opening of this bid/offer.
2. Bidder/Offeror hereby assigns to purchaser any and all claims for overcharges associated with this Contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.
3. Pursuant to §262.076 (a) of the Texas Local Government Code, Bidder/Offeror, hereby affirms that Bidder/Offeror:
(Please check all that are applicable)

_____ Does not own taxable property in Comal County.

_____ Does not owe any ad valorem taxes to Comal County or is not otherwise indebted to Comal County.

If any additional information is required regarding these requirements, please contact the Comal County Purchasing Department PRIOR to execution.

Bidder/Offeror Company Name _____

Bidder (Signature) _____ Date _____

Bidder (Print Name) _____ Date _____

Position with Company _____

Signature of Company Official
Authorizing the Bid/Offer _____ Date _____

Company Official
(Printed Name) _____

Official's Position _____

Corporate Vendors Shall Furnish the Following Information:

Where Incorporated _____ Charter Number _____

V.
VENDOR REFERENCE INFORMATION SHEET
(PRINT)

VENDOR FIRM/BIDDER: _____

By: _____
AUTHORIZED AGENT TITLE

ADDRESS: _____
STREET ADDRESS AND /OR P.O. BOX NO.

CITY STATE ZIP CODE

PHONE: _____ FAX: _____

REFERENCES

LIST THREE (3) COMPANIES OR GOVERNMENTAL AGENCIES WHERE THESE COMMODITIES HAVE BEEN PROVIDED:

1. COMPANY NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

2. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

3. CONTACT NAME: _____

ADDRESS: _____ PHONE: _____

CONTACT PERSON: _____ TITLE: _____

IMPORTANT BIDDER'S CHECKLIST

Check off each of the following as the necessary action is completed

- 1. The Bid Page/Bidder Certification has been signed and is the first page.
- 2. The Vendor Reference Information Sheet is complete.
- 3. The contract is completed and signed.
- 4. The price extensions and totals have been checked, if applicable.
- 5. Any required drawings or descriptive literature have been included.
- 6. If required, the amount of the bid surety has been checked, and the surety has been included.
- 7. Any addendums have been signed and are included.
- 8. Conflict of Interest Questionnaire has been signed.
- 9. Bidders/Offeror's Affirmation Page has been completed and included.
- 10. The mailing envelope has been addressed to:

PHYSICAL ADDRESS:	MAILING ADDRESS:
(FED-EX/UPS/HAND DELIVERY)	(USPS MAIL)
RAMONA WOMACK, CPPB	RAMONA WOMACK, CPPB
COUNTY PURCHASING DIRECTOR	COUNTY PURCHASING DIRECTOR
1297 CHURCH HILL DR.	150 N. SEGUIN AVE.
NEW BRAUNFELS, TEXAS 78130	NEW BRAUNFELS, TEXAS 78130
- 11. The envelopes have been sealed and marked with (a label has been provided or your convenience

Bid title
Bid number
Opening date
Opening Time

VI. CONTRACT

STATE OF TEXAS COUNTY OF COMAL COUNTY

WHEREAS, The attached IFB package including the **Cover Sheet, Instructions, Specifications, and IFB Sheet(s)** for the item(s) being published for competitive IFB, were solicited pursuant to Texas Local Government Code 262.021; and

WHEREAS, The Comal County Commissioners Court as the governing body of Comal County did on _____, 20____ award a contract to _____, Vendor for furnishing the materials, equipment, supplies, and/or services in quantities and at prices as set forth in the above-attached IFB package; and

THEREFORE, Knowing all men by these present, that this contract is entered into by Comal County, Texas, a political subdivision of the State of Texas (hereinafter called "County") and the undersigned Vendor (hereinafter called "Vendor").

WITNESSETH

THAT IN ACCORDANCE with the above attached IFB package in every particular, the Vendor will perform in accordance with the terms thereof and the County agrees to make payment for such items or services purchased on appropriate Purchase Orders in accordance with the items of said IFB package which is made a part of this contract and incorporated herein for all purposes contingent on respective equipment, materials and supplies/services covered by any claims that (1) conform to the attached specifications, (2) the equipment, materials, and supplies/services were delivered in good condition, and (3) services contracted for the Commissioners Court have been satisfactorily performed.

Prior Agreements Superseded

This Contract, with the entire IFB package incorporated herein including any required supporting literature, brochures, and/or data sheets or sample, constitutes the sole agreement of the parties to the agreement and supersedes all oral or written previous and contemporary agreements between the parties and relating to matters herein.

Amendment

No amendment, modification or alteration of the terms of this contract shall be binding unless same is in writing, dated subsequent to the date of this contract, and duly executed by authorization representatives of each party.

IN TESTIMONY WHEREOF: Witness our hands at New Braunfels, Texas, effective as of the date awarded above, if any.

VENDOR

COMAL COUNTY

BY: _____
AUTHORIZED AGENT

BY: _____
PURCHASING AGENT

******Failure to sign the Contract page(s) may disqualify the IFB from being considered by the Commissioners Court. However, this contract is not valid until awarded in Commissioners Court.*****

VII.
STATEMENT OF NO OFFER

If Offeror is not bidding on the goods and/or services as stated in this IFB, please complete and return this form to: Comal County Courthouse, Purchasing Department, 150 N. Seguin, New Braunfels, TX 78130.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit an IFB response for the following reason(s) [please check all that apply]:

- Specifications too "restrictive," i.e., goods offered by our company do not meet stated specifications.
- Specifications unclear (please explain below).
- We do not offer this commodity and/or service or an equivalent.
- Insufficient time to respond to the IFB.
- Our schedule would not permit us to perform.
- Can not meet insurance requirements.

Remarks: _____

**COMAL COUNTY
RETURN LABEL**

*******LATE BIDS CAN NOT BE ACCEPTED*******

<u>SEALED INVITATION TO BID</u>	
ITB#:	040-2010-121
OPENING DATE:	AUGUST 24, 2010
OPENING TIME:	2:00 P.M. C.S.T.
ITB DESCRIPTION:	OIL, LUBRICANTS AND TRANSMISSION FLUIDS FOR THE COMAL COUNTY ROAD DEPARTMENT
<i>DATED MATERIAL – DELIVER IMMEDIATELY</i>	

PLEASE CUT OUT AND AFFIX THE ITB LABEL ABOVE TO THE
OUTER MOST ENVELOPE OF YOUR RESPONSE

*******LATE BIDS CAN NOT BE ACCEPTED*******