

INVITATION FOR BIDS

CITY OF CONROE

MOTOR OIL AND TRANSMISSION FLUID BID



**CITY OF CONROE
P.O. BOX 3066
CONROE, TEXAS 77305**

RESPONSES DUE JULY 23,2020 @ 2:00 PM

CITY OF CONROE PURCHASING DEPARTMENT

NOTICE TO BIDDERS

The City of Conroe will receive bids electronically through Vendor Registry or sealed in triplicate for Motor Oils and Transmission Fluids for the City of Conroe Fleet Department. The proposal shall be appropriately marked “**Bid #0723-2020 Fleet Motor Oils and Transmission Fluid**” and delivered to the City Secretary 300 West Davis, 3rd Floor, Conroe Texas 77301. Bids will be publicly opened and read on **Thursday, July 23, 2020 at 2:00 p.m.** in the 1st floor Council Chambers at City Hall (300 West Davis).

Specifications and bidding documents may be secured from Vendor Registry. Go to www.cityofconroe.org, Purchasing, for instructions for Vendor Registry.

Any questions relating to the Scope of Work pertaining to this proposal should be directed to **Erik Metzger**, Fleet Manager at (936) 522-3832

No proposal may in any way qualify, modify, substitute or change any part of the proposal specifications.

The City of Conroe reserves the right to reject any and all bids, award parts of bids and to waive informalities in bidding. The City of Conroe also reserves the right to award the proposal to the lowest qualified responsible bidder meeting all the specifications or to the proposer who provides goods or services at the best value for the City.

CC 7/8/2020 & 7/13/2020

CITY OF CONROE, TEXAS

CITY OF CONROE

1. **Preparation of Bids:**

Unless otherwise directed in the Notice to Bidders, submit bids electronically through vendor Registry or *in triplicate* on the prescribed forms or copies thereof, in a sealed envelope marked “**0723-2020 Fleet Motor Oils and Transmission Fluid Bid**”. Prepare bids in accordance with the requirements of the Notice to Bidders, and any instructions on the Bid Sheet.

2. **Questions and Inquiries:**

Information about this proposal should be directed to:

Erik Metzger, Fleet Manager
401 Sgt. Ed Holcomb Blvd.
Conroe, TX. 77304
Office: 936-522-3832

3. **Submission of Bids:**

Submit electronically through Vendor Registry or Bids shall be **CLEARLY MARKED “0723-2020 Fleet Motor Oils and Transmission Fluid Bid”** and submitted by mail or in person to the address below by the time and date set fourth. Responses received later than the due date will not be accepted, and returned unopened.

Due Date: July 23, 2020 @ 2:00 PM

USPS: City of Conroe
Soco Gorjon, City Secretary
P.O. Box 3066
Conroe, TX. 77305

Physical: City of Conroe
Soco Gorjon, City Secretary
300 West Davis St.
Conroe, TX. 77301

4. **Bid Evaluation and Award:**

The bid award will be made on the basis of ***Texas Local Government Code Section 252.043***. This section allows the City of Conroe to develop and apply award evaluation criteria for procurement in order to obtain goods or services that provide the **best value** to the City. Under these guidelines, a vendor is not automatically awarded a bid simply because they submit the lowest bid response. In the event that the selected bidder fails to enter into agreement to provide the goods or services which are the subject of this invitation the City retains the right to award the bid to the next qualified bidder.

5. **Reservations:**

All Bids and associated materials received with your response will become the property of the City of Conroe and will be returned at the discretion of the City.

The Laws of the State of Texas, County of Montgomery, and the City of Conroe, with any Rules and Regulations issued, prevail with regard to any contract documents, possible terms and conditions, arbitration or litigation.

6. Owner:

The City reserves the right to award parts of bids, reject any or all bids and to waive technical irregularities in bidding. Contract award will be made on the basis of the lowest qualified responsible bidder or the bidder who provides the goods and services at the best value for the City, considering the evaluation selection criteria below. No bid may be withdrawn before 90 days after submittal.

Best Value Selection Criteria:

- | | |
|--|---------|
| a) Purchase price. | 20 Pts. |
| b) Meets all bid specifications. | 20 Pts. |
| c) Bidder's principle place of business (§271.905). | 20 Pts. |
| d) Compatibility with the Cities existing Equipment. | 10 Pts. |
| e) Cities past history / experience with Manufacturer. | 15 Pts. |
| f) Best delivery. | 15 Pts. |

7. Bidders:

Should a Bidder discover a discrepancy or an omission in the plans or specifications, he should at once notify the Purchasing Department so that an addendum can be issued. No oral explanation or interpretation other than written addendum issued by the City will be considered official or binding. All such addendums shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

8. Communications:

The City of Conroe shall not be responsible for any verbal communication between any representative of the City and any potential firm. All modifications to this solicitation must be made in writing. A proposer's failure to examine relevant documents or specifications will not relieve proposer from any obligation with regard to their response to this invitation.

9. Substitutions:

Where services or equipment are specified by a trade or brand name, it is not the intention of the City to discriminate against an equal product of another manufacturer, but to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. In preparing his bid, each bidder is expected to include in his base bid the cost of the items so specified.

10. Default:

The City reserves the right to terminate the contract immediately for failure to meet delivery or completion schedules, or otherwise perform in accordance with the general conditions of this proposal.

11. References:

The City of Conroe may request bidders to supply, with this Invitation to Bid, a list of at least five (5) references where like services have been supplied by their firm. Include name of firm, contact person, address, telephone number and e-mail address.

12. Delivery of Bids:

It is the bidder's responsibility to deliver his proposal at the proper time to the proper place. The fact that a proposal was dispatched will not be considered. The bidder must have the proposal actually delivered before the time set and the start of opening of the bids. Any bids received after the time and date specified in the Notice to Bidders will be returned unopened.

13. Corrections:

Erasures or other corrections in the proposal must be noted over with the proposer's initials.

14. Materials and Services:

The Bidder warrants that goods, materials or services delivered to the City will meet the minimum specifications set forth therein. Bidder shall furnish all data pertinent to specifications and warranties, which apply to items in the bid.

15. Equal Employment Opportunity:

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of their age, race, color, creed, sex or national origin.

16. Price of Materials and Sales Tax:

Prices for all goods or services shall remain firm for the duration of this contract and shall be stated on the bid sheet. Prices shall be all inclusive. Any price not shown on the bid sheet will not be honored by invoice. No price changes, additions or subsequent qualifications will be honored during the course of this contract. All prices must be written in ink or typewritten. Transportation, freight or other charges are to be prepaid by the bidder and included in the bid price. If there are additional charges of any kind, other than those mentioned above, specified or unspecified, Bidder must indicate both items required and attendant cost or forfeit the right to payment. Invoices must be submitted by the vendor in duplicate to the City of Conroe Purchasing Dept., P.O. Box 3066, Conroe TX 77305.

This Contract is issued by an organization, which qualifies for exemption pursuant to the provisions of Article 20.04 (F) of the Texas Limited Sales, Excise and Use Tax Act.

17. Indemnification:

The Proposer shall, defend, indemnify, and hold harmless the City of Conroe, their officers, and agents from and against any and all claims, demands, causes of action, orders, decrees, or judgments for injury, death, damage to person or property, loss, damage, or liability of any kind (including without limitation liability under any federal, state, or local environmental law, Compensation and Liability Act; fees and costs (including all costs or settlements and reasonable attorney's fees incurred in defending

STANDARD PURCHASING TERMS AND GENERAL CONDITIONS

any claim, demand, or cause of action) occasioned by, growing out of, or arising from (a) the performance of any product or service to be supplied by the Proposer, or (b) by any act, error or omission on the part of the Proposer, its agents, employees, or subcontractors, and or (c) any failure to fully comply with all applicable laws and regulations by the Proposer, its agents, employees, or subcontractors.

18. Conditions of Conduct:

At all times any agent, officer, or employee of Proposer shall be present upon property owned by the City of Conroe, the terms and conditions of the Drug and Alcohol Policy currently adopted by the City of Conroe, shall be deemed applicable to such persons. Violations of terms and conditions while present on the premises owned by the City of Conroe shall be grounds for termination of any contract between the City and Proposer. A copy of this policy is available for public inspection in the office of the City Secretary and copies may be obtained at a nominal charge.

19. Ethical Standard:

No City official or employee shall have interest in any contract resulting from this bid. Individuals with a possible conflict will enact a public disclosure record by completing a “Statement of Financial Interest” form.

Refer to “Project Number and Title” on the 1295 form. Example forms are included with this Bid.

- **1295 certificate of Interested Parties**
- **Conflict of Interest Questionnaire**
- **HB 89 Verification Form**
- **SB 252 Verification Form**

The four forms stated above MUST be returned as part of your Bid response. Failure to include these forms may result in your Bid being considered unresponsive and therefor disqualified. Sample copies of these forms are included in the Bid. The web address to the Texas Ethics Commission website with instructions is listed below:

(Sample Forms are attached)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

20. Alternate Bid Items:

No alternate bids or bid items will be considered unless they are specifically requested by the bid.

21. Term of Contract:

The contract shall be for one year with no change in prices with the option of four (4) one (1) year renewal options.

22. Unit Prices:

The unit price of each of the bid items in the bid proposal shall include its pro-rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to

STANDARD PURCHASING TERMS AND GENERAL CONDITIONS

the condition may be rejected. The unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

23. Payment:

Credit Card payment is preferred. Manual Payment will be scheduled within thirty (30) days upon complete delivery and acceptance of all equipment/material and receipt of an original invoice for the equipment/material complying with the terms and conditions of the award. The City reserves the right to withhold up to ten percent (10%) of the purchase price in the event there is a conditional acceptance.

24. Proposal Agreements and Certification:

The Undersigned Agrees That:

- A. No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.
- B. Prices in this proposal have not knowingly been disclosed with any other provider and will not be prior to award.
- C. Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- D. No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- E. The individual signing this proposal certifies that he/she is a legal agent of the proposer, authorized to represent the proposer and is legally responsible for the offer with regard to supporting documentation and prices provided.

By my signature below I agree to comply with all the provisions, terms and conditions pertaining to this Bid.

(Company Name)

(Name of Authorized Agent – Printed)

(Street Address / P.O. Box)

(Authorized Agent Signature)

(City / State / Zip Code)

(Date)

(Phone)

(E-Mail Address)

Bulk Oil and Fluid Pricing

** Note: Price shall include all applicable Texas Oil Tax Fees

Line Items may be awarded separately.

Item	Description	Unit of Measure	Qty.	Unit Price	Extension	Total Price
FULL SYNTHETIC OIL SN PLUS OR BETTER						
1	SAE 5w/30 Bulk	Tote (275 Gallons) NO TANKER DELIVERIES	5 Totes	\$ _____ Per Tote	X 5 totes = Total Price	\$ _____
2	SAE 5w/30 Quart	Quart	29 Quarts	\$ _____ Per Quart	X 29 Quarts = Total Price	\$ _____
3	SAE 5w/30 Gallon	Gallon	1	\$ _____ Per Gallon	X 1 Gallon = Total Price	\$ _____

Company Name: _____

By: _____

Item	Description	Unit of Measure	Qty.	Unit Price	Extension	Total Price
FULL SYNTHETIC OIL CK-4 PLUS OR BETTER						
4	SAE 15w/40 Bulk	Tote (275 Gallons) NO TANKER DELIVERIES	5 Totes	\$ _____ Per Tote	X 5 Totes = Total Price	\$ _____
5	SAE 15w/40 Quart	Quart	2 Quarts	\$ _____ Per Quart	X 2 Quarts = Total Price	\$ _____
6	SAE 15w/40 Gallon	Gallon	49 Gallons	\$ _____ Per Gallon	X 49 Gallons = Total Price	\$ _____
FULL SYNTHETIC TRANSMISSION FLUID Meet or exceed Dextron III, MerconV, Chrysler 3 & 4, Jaso-1a, Allison TES 295						
7	Transmission Fluid Quarts	Quart	43 1 Quart Containers	\$ _____ Per Quart	X 43 Quarts =Total Price	\$ _____
8	Transmission Fluid Bulk	Tote (275 Gallons) NO TANKER DELIVERIES	2 Totes	\$ _____ Per Tote	X 2 Totes =Total Price	\$ _____

Company Name: _____

By: _____

Item	Description	Unit of Measure	Qty.	Unit Price	Extension	Total Price
FULL SYNTHETIC GEAR OIL Meet or Exceed GL-5 & MT01						
9	85/140 Bulk	Tote (275 Gallons) NO TANKER DELIVERIES	2 Totes	\$ _____ Per Totes	X 2 Totes =Total Price	\$ _____
10	85/140 5 Gallon Pail	1- 5 Gallon Pail	1	\$ _____ Per Pail	X 1 Pail =Total Price	\$ _____
GREASE LITHIUM OR SYNTHETIC						
11	Grease Tubes - Heavy Equipment Pins & Bushings	Grease Tubes	222 Tubes	\$ _____ Per Tube	X 222 Tubes =Total Price	\$ _____
12	Grease Tubes – Suspension and Drive Line	Grease Tubes	1 Tube	\$ _____ Per Tube	X 1 Tube =Total Price	\$ _____

Company Name: _____

By: _____

Item	Description	Unit of Measure	Qty.	Unit Price	Extension	Total Price
HYDRAULIC OILS						
13	Hydraulic Oil AW 46 AIST or Better	5 Gallon Pail	115 5 Gallon Pails	\$ _____ Per 5 Gallon	X 115 =Total Price	\$ _____
14	Hydraulic Oil 10w AIST or Better	5 Gallon Pail	1 5 Gallon Pail	\$ _____ Per 5 Gallon	X 1 =Total Price	\$ _____
15	Hydraulic Oil 46 Zinc Free AIST or Better	5 Gallon Pail	16 5 Gallon Pail	\$ _____ Per 5 Gallon	X 16 =Total Price	\$ _____
16	Power Train Fluid GL-4 or Better	5 Gallon Pail	92 5 Gallon Pail	\$ _____ Per 5 Gallon	X 92 =Total Price	\$ _____
DO YOU ALLOW PAYMENT WITH CITY CREDIT CARD? Yes _____ No _____					TOTAL BID \$ _____	

Company Name: _____

By: _____

**SYNTHETIC MOTOR OIL – 5W-30
FOR USE IN GASOLINE LIGHT DUTY ENGINES**

TYPICAL MINIMUM SPECIFICATIONS

SAE Grade	5W-30(701)
Specific Gravity 60°F (15.6°C)	0.87
Viscosity @ 40°C, cSt. (ASTM D-445)	47-52
Viscosity @ 100°C, cSt. (ASTM D-445)	10.00-12.00
HTHS Viscosity 302°F (150°C), cP (ASTM D-4683)	3.06
Cold Cranking Viscosity @-30°C,	
Cold Cranking Viscosity @-25°C, cP (ASTM D-5293)	—
Mini Rotary Viscosity TP1, cP @-35°C (ASTM D-4684)	22,400
Mini Rotary Viscosity TP-1, cP @-30°C (ASTM D-4684)	—
Viscosity Index (ASTM D-2270)	159
Flash Point °F (°C) (ASTM D-92)	448° (231°)
Pour Point °F (°C) (ASTM D-97)	-39° (-38°)
Total Base Number (ASTM D-2896)	7 TO 7.5
Sulfated Ash Content % wt (ASTM D-874)	0.84%
NOACK Volatility %Evaporation Loss (ASTM D-5800)	11.06%
Foam Test (ASTM D-892)	—
Sequence I	0/0
Sequence II	0/0
Sequence III	0/0
Sequence IV	0/0
High Temperature Foam Test (ASTM D6082 Option A)	0/0
MHT-4 TEOST (ASTM D-7097) Deposit Weight, mg	10
TEOST 33C ASTM D-6335) Deposit Weight, mg	12.4
Engine Rusting Ball and Rust Test (ASTMD-6557) Average Gray	133
Value Sequence III G % Viscosity increase @40°C	130%
Average Cam & Lifter Wear, um	9.8
% Phosphorous (ASTMD-4951)	0.076

**SYNTHETIC MOTOR OIL – 15W-40
TYPICAL MINIMUM SPECIFICATIONS**

SAE Grade	15W-40
Specific Gravity @ 60°F/15°C	0.872 - 0.88
Viscosity @ 40°C cSt (ASTM D-445)	102 - 108
Viscosity @ 100°C cSt (ASTM D-445)	14.00-16.00
CCS Viscosity @ -20°C cP (ASTM D-5293)	5,700
High Temperature High Shear Viscosity 302°F/150°C cP	4.3
High Temperature High Shear Viscosity 302°F/150°C cP after 90 cycles shear (ASTM D-7109)	4.0
Mini-rotary Viscosity-TP.1 @ -25°C cP (ASTM D-4684)	20,500
Mini-Rotary Viscosity @ -20°C, cP -180hr sooted oil sample (MackT-11A ASTM D-6896)	15,236
Viscosity Index (ASTM D-2270)	154
Flash Point °F/°C (ASTM D-92)	440°/221°
Fire Point °F/°C (ASTM D-92)	490°/254°
Pour Point °F/°C (ASTM D-97/D-5950)	-38°/ < -39°
Sulfated Ash Content % Wt. (ASTM D-874)	0.951
Total Base Number (ASTM D-2896)	10
NOACK Volatility (ASTM D-5800)	
% Evaporation Loss @ 250°C	9.5%
Shear Stability % Viscosity Loss - 90 Passes (ASTM D-7109)	9.96%
Foam Test (ASTM D-892 Option A)	
Sequence I	0/0
Sequence II	0/0
Sequence III	0/0
High Temperature Foam Test (ASTM D6082 Option A)	0/0
Sequence IMG	
% Viscosity Increase @ 40°C EOT	75%
Cummins Bench Corrosion Test (ASTM D-6594)	
Copper increase, ppm	8
Lead increase, ppm	27
Tin increase, ppm	0
Copper Strip Rating	1a

SYNTHETIC TRANSMISSION FLUID -

TYPICAL MINIMUM SPECIFICATIONS

Specific Gravity ASTM D-1298	0.86
Viscosity, cSt @ 40°C (ASTM D-445)	29.00-41.00
Viscosity, cSt @ 100°C (ASTM D-445)	7.0-7.9
Viscosity, cP @ -40°C ASTM D-2983	8,600-12,000
Viscosity Index ASTM D-2270	196
KRL Tapered Bearing Shear Stability Test	
End of Test Viscosity, cSt@ 100°C	6.68
Fuel Injector Shear Stability Test (ASTM D-5275)	
Viscosity, cSt @100°C after 40 cycles	6.8
High Temperature High Shear	
Viscosity, cP @150°C ASTM D-4683	2.6
Flash Point °F/°C ASTM D-92	425°/218.33°
Fire Point °F/°C ASTM D-92	445°/229.44°
Pour Point °F/°C ASTM D-97	-60°/-51 °
Noack Volatility ASTM D-5800	
% Evaporative Loss	2.75%
Copper Strip Corrosion Test (ASTM D-130)	1A
Four Ball Wear Test (ASTM D-4172)	
(40kg/1200rpm/75°C/1 hour)	
Scar diameter, mm	0.35
Rust Inhibition Test (ASTM D-665)	
Procedure A (Distilled Water)	Pass
Procedure B (Salt Water)	Pass
Humidity Cabinet Test (ASTM D-1748)	
50 hours @ 40°C	No rust or corrosion on Test panels
Vickers Pump Wear Test (ASTM D-2882)	
Total mgs. of weight loss	2.8
GM THOT Test (4L60 Cycling Test)	
Sludge and Varnish	No sludge and varnish
Condition of Parts	Clean, no corrosion
Condition of Used Fluid	
Total Acid Number Increase	0.47
Carbonyl Group Absorbance Increase	0.16
GM 4L60E Oxidation Test	
Sludge	Pass
Cooler Corrosion	Pass
Total Acid Number Increase	2.42
Carbonyl Group Absorbance Increase	0.32
End of Test Brookfield Viscosity @-20°C	1,150
Ford Aluminum Beaker Oxidation Test (ABOT)	
Pentane Insolubles	0.13
% Viscosity Increase	2.7
Total Acid Number Increase	0.92
Lead Coupon, % wt loss	0.016%

**SYNTHETIC TRANSMISSION FLUID -
TYPICAL MINIMUM SPECIFICATIONS**

Foam Test GM Method	
Mm offoam@95°C	0
Mmoffoam@135°C	0
Break Time @ 135°C, seconds	0
GM Sprag Clutch Wear Test	
Average weight loss, mg	10.2
Plate Clutch Friction Test GM Method	Pass
Plate Clutch Friction Test Ford Method	Pass
Band Clutch Test GM Method	Pass
Ford Friction Durability Test	Pass
Ford Cycling Test	Pass
GM Cycling Test	Pass
Ford Elastomer Compatibility Test	Pass
GM Elastomer Compatibility Test	Pass
Ford Rust Test	No visible rust
Falex EP Test ASTM D-3233 (modified)	
Failure Load, lbs-f@100°C	1750
Failure Load, lbs-f @150°C	1250
FZG Gear Wear Test (ASTM D-5182)	
Load Stage	12th

80W-140 SYNTHETIC OIL

TYPICAL MINIMUM SPECIFICATIONS

SAE Grade	80W-140
Specific Gravity 60°F/15°C	0.872
Viscosity 40°C cSt (ASTM D-445)	198-270
Viscosity 100°C cSt (ASTM D-445)	24.00-30.00
Viscosity Index (ASTM D-2270)	150
Brookfield Viscosity (ASTM D-2983) @-15°F/-26°C, cP	<150,000
Flash Point °F/°C (ASTM D-92)*	445°/229°
Fire Point °F/°C (ASTM D-92)*	480°/249°
Pour Point °F/°C (ASTM D-97)	-25°/-32°
Rust Test (ASTM D-665) Procedure A (Distilled Water)	Pass
Procedure B (Salt Water)	Pass
Copper Strip Corrosion Test (ASTM D-130)	1a
Four Ball EP Test (ASTM D-2783) Weld Point, kg	315
Load Wear Index, kg	55
Four Ball Wear Test (ASTM D-4172) (1 hr/40kg/130°F) Scar Diameter, mm	0.25
FZG (ASTM D-5182, A/8.3/90) Failure Stage	13th
Timken EP (ASTM D-2782) Ok Load, lbs.	65
Falex EP Continuous Load Procedure A (ASTM D-3233) Failure Load, lbs.	2,500
Demulsibility (ASTM D-2711) Free Water, ml	81
% Water in oil	1
Emulsion	Trace
Oxidation Test (ASTM D-2893) Viscosity Increase after 312 hrs. @ 203°F/95°C	3%
L-60-1 Thermal Oxidation Test (ASTM D-5704) % Viscosity Increase	22
Foam Test (ASTM D-892) Sequence I 75°F,ml	0/0
Sequence II 200°F,ml	10/0
Sequence III 75°F,ml	0/0

MOLY GREASE TUBES - 14 OZ

TYPICAL MINIMUM SPECIFICATIONS

NLGI Grade	#2
Worked Penetration 77°F/25°C (ASTM D-217)	280-295
Type Thickener	Aluminum Complex
Dropping Point °F/°C (ASTM D-2265)	500°/260°
Roll Stability Test (ASTM D-1831) % Loss Consistency	10.2
Rust Inhibition Test (ASTM D-1743) Rating	1,1,1
Oxidation Stability (ASTM D-942) PSI loss at 100 hours	1
Timken EP Test (ASTM D-2509)	65 lb.
Four Ball EP Test (ASTM D-2596)	
Load Wear Index (kg)	48.94
Weld Point (kg)	400
Four Ball EP Test (ASTM D-2266)	
Scar Diameter, mm	.63
Falex Continuous Load (ASTM D 3233) Failure lbs.	3500
Water Washout Test (ASTM D-1264) %Loss175°F/79°C	5.5%
Oil Separation (ASTM D-1742* % wt. of Oil Separation Loss	1
Evaporation Loss (ASTM D-2595) % Loss 22 hrs @ 250°	0.3
Base Oil Properties	
Viscosity SUS 100°F (ASTM D-445)	1198.2
Viscosity cSt 40°C (ASTM D-445)	226.17
Viscosity cSt 100°C (ASTM D-445)	18.89
Viscosity Index (ASTM D-2270)	95
Flash Point °F/°C (ASTM D-92)	518°/270°
Fire Point °F/°C (ASTM D-92)	550°/287.78°

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

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

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

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 goods or services to be provided under the contract.

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 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

("Company or Business Name")
House Bill 89 Verification

I, _____ (Person name), the undersigned representative of _____ (Company or Business Name) hereafter referred to as "Company"; being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. *"Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

On this the ____ day of _____, 20____, personally appeared _____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

NOTARY SEAL

NOTARY SIGNATURE

Date

**CITY OF CONROE
PURCHASING DEPARTMENT**

SENATE BILL 252 CERTIFICATION

On this day, I, _____, the Purchasing Representative for the City of Conroe, Texas, pursuant to Chapter 2252, Section 2252.152 of the Texas Government Code, certify that I did review the website list prepared, maintained, and made available to the City of Conroe by the Comptroller of the State of Texas of companies known to have contracts with or provide supplies or services to Iran, Sudan or any foreign terrorist organization. I have ascertained that the below-named company is not contained on said list of companies that do business with Iran, Sudan or any Foreign Terrorist Organization.

Company Name

RFP or Vendor number

CERTIFICATION CHECK PERFORMED BY:

Purchasing Representative

Date