

## **AGREEMENT FOR ANNUAL FUEL PURCHASE**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **Palmdale Oil Company, Inc.**, a Florida corporation, whose address is 911 North Second Street, Fort Pierce, Florida, 34950, and whose federal tax identification number is 59-2358666, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase unleaded gasoline and diesel fuel on an as needed basis including delivery of fuel for emergency situations from the Vendor in connection with "Annual Fuel Purchase" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B180281TJM on June 15, 2018 (the "Solicitation"); and,

**WHEREAS**, the County evaluated the responses received and found the Vendor qualified to provide the necessary products and services; and,

**WHEREAS**, the County posted a Notice of Intended Decision on September 11, 2018; and,

**WHEREAS**, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

**NOW, THEREFORE**, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

#### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Specifications made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180281TJM, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

#### **II. TERM AND DELIVERY**

This Agreement shall commence on November 15, 2018 and shall continue for a period of one (1) year. There may be an option to renew this Agreement

upon the written approval of both the County and the Vendor for three (3) additional one (1) year periods.

- A. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.
- B. Products and services shall be delivered in accordance with Exhibit B, Fee Schedule, attached hereto and incorporated herein. The schedule shall commence on the date of the purchase order.

### **III. COMPENSATION AND PAYMENT**

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

### **IV. METHOD OF PAYMENT**

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B, that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

#### **V. ADDITIONAL PURCHASES**

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

#### **VI. LIABILITY OF VENDOR**

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.
- B. This section shall survive the termination or expiration of this Agreement.

## **VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

## **VIII. RESPONSIBILITIES OF THE VENDOR**

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
  - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;



- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, [publicrecords@leegov.com](mailto:publicrecords@leegov.com); <http://www.leegov.com/publicrecords>.**

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

#### **IX. OWNERSHIP OF PRODUCTS**

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

#### **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

#### **XI. COMPLIANCE WITH APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

#### **XII. TERMINATION**

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

### **XIII. DISPUTE RESOLUTION**

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists, in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of a claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

### **XIV. VENDOR WARRANTY**

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit A, and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

### **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or

addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

**Vendor's Representative:**

Name: Lachlan Cheatham  
Title: President  
Address: 2958 Fowler Street  
Fort Myers, FL  
34950  
Telephone: 772-461-2300  
Facsimile: 772-595-0843  
E-mail: lach@palmdaleoil.com

**County's Representatives:**

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
  - 1. Agreement
  - 2. County's Purchase Order
  - 3. Solicitation
  - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

**Palmdale Oil Company, Inc.**

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Billy Chavers*  
Billy Chavers

*Cochran Chestnut*  
Cochran Chestnut  
President  
9/13/18

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: \_\_\_\_\_

CHAIR

DATE: \_\_\_\_\_

*[Signature]*  
10-8-18

ATTEST:

CLERK OF THE CIRCUIT COURT  
Linda Doggett, Clerk

BY: \_\_\_\_\_

**DEPUTY CLERK**

APPROVED AS TO FORM FOR THE  
RELiance OF LEE COUNTY ONLY:

BY: \_\_\_\_\_

*[Signature]*  
OFFICE OF THE COUNTY ATTORNEY

Commissioner Cecil L. Pendergrass  
Lee County Board of County Commissioners  
District 2



## EXHIBIT A

### DETAILED SPECIFICATIONS

#### 1.0 BACKGROUND/PURPOSE:

It is the intent of the Lee County Board of County Commissioners to contract with one or more contractors to provide unleaded gasoline and diesel fuel on an as needed basis as well as emergency situations. Emergency events include but are not limited to natural disasters such as hurricanes, tornadoes, windstorms, floods, and fires as well as man-made events such as civil unrest and terrorist attacks. The County Reserves the right to add or remove delivery locations and add or remove fuel types for delivery based on the County's needs and fuel tank delivery sites. No minimum order is guaranteed.

It is further specified that this bid is to obtain fuels at competitive market rates through a conditional contract for the required materials with suppliers that have access to volumes of substantial petroleum products from nearby ports via contractual allocations or direct ownership and have a proven stable business operations; including provisions for delivery capabilities and business continuity that will ensure prompt and convenient service.

#### 2.0 FUEL REQUIREMENTS:

- 2.1. A quality motor fuel is desired; contaminated and/or degraded fuel will not be acceptable. The fuel to be provided under this bid must meet the following requirements:
  - 2.1.1. The supplied gasoline shall be visually free of un-dissolved water, sediment, and suspended matter. It shall be clear and bright at ambient temperatures. Anti-knock index levels, defined as the average of the research octane number and motor octane number (R + M/2) shall be 87 octane as stipulated by Lee County. ASTM standard specifications for automotive gasoline (D439-84 or latest revised ASTM standard or other as dictated by the County on an on-going basis) shall prevail in case of dispute of quality. Ethanol rating/content: E10 is the maximum – E15 fuels are not acceptable under this bid.
  - 2.1.2. The #2 diesel fuel supplied shall conform to ASTM D975-81 (or latest revised ASTM standard or other as dictated by the County on an on-going basis).
  - 2.1.3. All fuel (gasoline and diesel motor fuels) shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as a fuel in internal combustion engines.
  - 2.1.4. All fuel and fuel products shall meet or exceed State of Florida specifications found at <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=5J-21> or current State of Florida specifications as updated by the State.
  - 2.1.5. Non-approved additives are prohibited from all products. Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process.
  - 2.1.6. Certificates of Analysis certifying that all fuel and fuel products being purchased under any resulting term contract(s) meet the product specifications referenced in these technical specifications may be requested at any time.

## EXHIBIT A

### DETAILED SPECIFICATIONS (CONTINUED)

#### 3.0 OPIS REPORTS

- Lee County Board of County Commissioners utilizes the Oil Price Information Service for Tampa Port at 10:00 a.m. (price fluctuates by port and time of day). If the County opts to utilize the awarded vendor to purchase this OPIS report, the OPIS report needs to be sent via email to various Lee County Departments to include but not be limited to: Fleet, 2955 Van Buren Street; Lee County Transit, 3401 Metro Pkwy; Lee County Solid Waste, 10550 Buckingham Rd.; and Lee County Utilities, 7401 College Pkwy, Fort Myers, FL, 33907.
- The subscription must be for the term of the contract and all renewal periods. Duplications or reproductions of the OPIS report are not acceptable. The OPIS report supplied to Lee County will be used to monitor the pricing of the fuel supplied by the awarded vendor. The County reserves the right to purchase the OPIS subscription(s) on their own.

#### 4.0 DELIVERY REQUIREMENTS

- 4.1 The fuel shall be delivered F.O.B. to various locations throughout contiguous Lee County, as directed (see Attachment A). The County reserves the right to add additional fueling sites to this list as they come on line over the term of this bid.
- 4.2 When the fuel is delivered, a County employee may or may not be present. The delivering driver will meter the product into the tanks, sign and furnish a delivery ticket with the beginning and ending meter readings. The driver shall also be required to stick the tanks before and after delivery for Fleet Management locations. All Fleet delivery sites include the prefix of "CNTY" on the attachment A. All invoices shall have delivery tickets attached and must reach each delivery location within three business days of delivery. Optional metering arrangements may be considered if based upon State certified metering systems or State calibrated tanks.
- 4.3 Deliveries shall be made as necessary and in a timely manner, to assure continuity of on-going County operations. The awarded vendor(s) shall provide current "stick readings" for all fuel dispensing locations 2 days per week before 12:00 noon. It will be the responsibility of the vendor to ensure that adequate fuel supplies are available at each location, especially before or during an emergency. The ultimate goal is to ensure that fuel is always available. Awarded vendor or vendors shall endeavor to provide all deliveries within 24 hours of receipt of the County's request and shall notify the County if delivery cannot be made within 24 hours. If awarded vendor cannot deliver the requested fuel, as specified in the contract, within 24 hours of receiving the order, vendor shall notify the requesting department by email and County reserves the right to purchase fuel from the secondary vendor.
- 4.4 Delivers during emergency situations must be made within a twelve (12) hour period from the request/order for delivery. Should the contractor be unable to provide such service the County reserves the right to cancel the purchase without penalty and purchase products from other sources.



## EXHIBIT A

### DETAILED SPECIFICATIONS (CONTINUED)

- 4.5 Deliveries may be requested to fill generators located at various field locations throughout the County. Request for generator fuel may be made during times of heavy rains, emergency situations, or standard times of need.
- 4.5.1 It is anticipated that the County will be purchasing their own fuel truck for fueling of generators in the field. The County also has fuel trailers that the County owns. Pickup of fuel by the County in either mobile fuel truck/trailer may be needed.
- 4.6 There shall be no holding of order to fill a truck prior to delivery. Before beginning to unload fuel, the delivery driver must wait for any vehicles to finish fueling, and then once the unloading is in process, prevent any vehicle from starting to fuel.
- 4.7 Adequate training must be provided to delivery drivers and appropriate personnel to ensure the safety of County employees and equipment.
- 4.8 All deliveries shall comply with all applicable state, local and Department of Environmental Regulations guidelines.

### 5.0 LEE TRAN DELIVERY REQUIREMENTS

Before dispensing fuel the driver must check in with the Lee Tran Parts Department. The driver must obtain a tank monitoring ticket with beginning and ending meter readings. The driver will provide the tank monitoring tickets and fuel manifest to the Shop Maintenance Department and must obtain a Lee Tran employee's signature attached to the manifest.

### 6.0 SOLID WASTE DELIVERY REQUIREMENTS

Before dispensing fuel the driver must check in as follows:

- Lee/Hendry Transfer Stations (LaBelle and Clewiston locations) – Driver checks in at the scale house and waits for staff to unlock the tanks.
- Lee/Hendry Landfill – Driver checks in at scale and waits for staff to authorize unloading.
- Waste to Energy Location (10550 Buckingham Road) – Driver checks in at maintenance shop and waits for staff to unlock the tanks.

In addition, at all Solid Waste locations, the vendor must perform stick readings and provide before and after measurements on the packing slip.

## EXHIBIT A

### DETAILED SPECIFICATIONS (CONTINUED)

#### 7.0 SPILL PREVENTION

All bidders shall have an established, ongoing, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Bidders shall submit details of this program with their bid submission. No County employee may authorize an overfill. Tanks shall only be filled to 90% of their capacity. In case of a spill or overfill, the vendor's employee shall immediately verbally notify Lee County Fleet Management at 239-533-5338, Lee Tran at 239-533-0335, or Solid Waste Division at 239-533-8000 (as applicable and appropriate) Utilities/generator contact person Larry Clifford 239-533-5642 or cell 239-839-4831 and the appropriate emergency response agencies. In either case, a written follow up shall be delivered to the appropriate management personnel at the affected facility within 48 hours of the spill. The cost of the site cleanup will be the responsibility of the vendor. Final inspection by Department of Environmental Protection or another official government agency will be required before any additional invoices are released for payment.

#### 8.0 EMERGENCY RESPONSE

A specific plan to provide Lee County with uninterrupted delivery of fuel before or during natural disasters or emergencies, such as hurricanes, storm, fire, etc., or during fuel supply shortages should be submitted with bid. The plan shall include the names of at least two personal contacts and a method of contact 24 hours a day, seven days per week, in the event of a disaster.

#### 9.0 QUALITY ASSURANCE PROGRAM

All bidders shall have an established on-going quality assurance program, including but not limited to: spill prevention, driver training and cross-fueling prevention program. Bidders should submit details of this program with their bid.

#### 10. CORRECTION FOR TEMPERATURE

The vendor shall make adjustment and allowance in gallonage of products to compensate for change in temperature. Such correction shall be based on 60 degrees Fahrenheit as normal. Both the delivery reading, product temperature and corrected reading should be shown on the invoice.

Payment shall be made on net gallons dropped not gross. The County is tax exempt; therefore, the successful vendor or vendors shall verify with the County to determine their tax exemption status and its applicability to state, federal sales, use and/or transportation and excise taxes or any other additional taxes as mandated by law.

#### 11.0 ESTIMATED CONSUMPTION

Last fiscal year, Lee County Fleet purchased approximately 523,878 gallons of unleaded fuel and 507,387 gallons of diesel fuel. An additional 77,963 gallons of unleaded and 1,009,782 gallons of diesel were purchased by other Lee County departments as listed herein. These amounts are given for bidder's guidance only. No minimum quantity is guaranteed or implied.

## EXHIBIT A

### DETAILED SPECIFICATIONS (CONTINUED)

#### 12.0 STORAGE CAPACITY

The County's current storage capacity is listed on Attachment A. Additionally, Lee County has numerous emergency generators at various locations, which require fueling when requested. A sample list of the County's current generator locations list is attached as Attachment B.

#### 13.0 VARIABLE PRICING

- 13.1. The awarded vendor shall submit invoices based upon "OPIS" (Oil Price Information Service), a fixed fee (to include overhead, profit, etc.) to be added to the "Base", and the appropriate taxes, each based upon units of one gallon. The pricing shall be allowed to vary one time per day based on OPIS. Total price shall be firm and effective for all orders delivered before the following day.
- 13.2. The "Base" price as shown on the Bid/Proposal Form is based upon the average Tampa, Florida price as reported in "OPIS" through a daily report for Unleaded 87 Octane, and #2 Ultra Low Sulfur Diesel Clear and #2 Ultra Low Sulfur Diesel Dyed. Prices shall be based upon delivery date only (not invoice date).
- 13.3. \*\*The "Base" price per gallon shall be filled in by the vendor and shall be based upon the average Tampa, Florida price as reported in the "Oil Price Information Service" ("OPIS") on the opening date of this Bid (stated on the cover sheet of this bid package) at 10:00 a.m.

#### 14.0 PAYMENT

The County shall process all invoices within 30 days of receipt. From fuel delivery date to invoicing date, shall be no more than three (3) business days. (It is preferred that the invoice date be the same as the delivery date if possible.) Invoices shall fully itemize all charges including taxes, temperature correction, time of delivery, before and after delivery stick readings, net and gross gallons, and segregate them by tank, date and location. If any split loads are received, the vendor must provide separate invoices for each fuel type. Any penalties or late fees assessed by Lee County because of late invoicing on part of the vendor be the responsibility of the vendor's.

NOTE: The County's payment terms are NET 30 – no exceptions. Credit cards may not and shall not be used for the payment of fuel under this bid.

#### 15.0 DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or back up shall be readily available during normal work hours, 8:00am-5:00pm Mon-Fri, by phone or in person, and shall be knowledgeable of the terms and procedures involved. The County and the awarded vendor shall each provide the other with an emergency contact phone number that is accessible 24 hours per day.

## EXHIBIT A

### DETAILED SPECIFICATIONS (CONTINUED)

#### 16.0 SUB-CONTRACTORS

The use of sub-contractors to transport fuel will be allowed under this bid; however, the primary vendor shall be responsible for all deliveries from fueling location to the Lee County facility including unloading of fuel. The Lee County contract shall be exclusively with the vendor(s) of record. all sub-contractors must comply with the terms and conditions of this bid.

#### 17.0 MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, to this product or service in the event of major breakdowns or natural disasters. Lee Tran must receive priority for fuel as they are classified as first responders for the evacuation of individuals during a disaster.

Lee County reserves the right to purchase the product or service listed in this bid outside of the resulting contract or contracts in an emergency situation. The County reserves the right to purchase the fuel for their mobile fuel truck or trucks/trailers outside of this contract, if purchasing outside of the contract to fuel the County's fuel truck/trucks/trailer is found in the best interest of the County; e.g. cost savings.

End of Detailed Specifications Section

**ATTACHMENT A-DELIVERY LOCATIONS**

NOTE: The County reserves the right to add additional fueling sites to this list as they come online over the term of this agreement.

LOCATION	FUEL TYPE	# OF FUEL TANKS	TANK # GALLONS	ABOVE OF BELOW GROUND	CONTACT NAME	PHONE	SPECIAL DELIVERY HOURS	SPECIAL DELIVERY NOTES
CNTY-Lee County	Unleaded	1	10,000	Below Ground	Debbie Steinke	(239) 533-5301	Monday – Friday, 7:00 AM – 3:00 PM	N/A
Fleet Management	Dyed Diesel	1	10,000	Below Ground	Janet Meyers	(239) 533-5353		
2955 Van Buren Street								
Fort Myers, Florida 33916								
CNTY – Lee County					Jay Devlin	(239)-533-9400	Monday – Thursday, 7:00 AM – 10:00 AM	Pump is required. There is no access to facility from Industrial Drive, enter from Romano Ave.
DOT Operations – Lehigh Acres	Unleaded	1	500	Above Ground	Debbie Steinke	239-533-5301		
6500 Felix Romano Ave.	Dyed Diesel	1	2,000	Above Ground				
Lehigh Acres, Florida 33912								
CNTY – Lee County	Unleaded	1	6,000	Above Ground	Debbie Steinke	(239) 533-5301	Monday – Friday, 7:00 AM – 4:00 PM	Enter through second gate.
Government Complex	Clear Diesel	1	6,000	Above Ground	Janet Meyers	(239) 533-5353		
15650 Pine Ridge Road								
Fort Myers, Florida 33932								
CNTY Evergreen – Lee County	Unleaded	1	6,000	Above Ground	Dave Grumney	(239) 652-6103	Monday – Thursday, 7:00 AM – 3:00 PM	N/A
Depot 1	Dyed Diesel	1	6,000	Above Ground	Debbie Steinke	(239) 533-5301		
190 Evergreen Road								
North Fort Myers, Florida 33903								
CNTY – Lee County	Unleaded	1	10,000	Above Ground	Jay Devlin	(239) 533-9400	Monday – Friday, 7:00 AM – 3:00 PM	N/A
DOT OPERATIONS - Billy Creek	Dyed Diesel	1	10,000	Above Ground	Debbie Steinke	(239) 533-5301		
5560 Zip Drive								
Fort Myers, Florida 33905								
SPORTS COMPLEX	Unleaded	1	200	Above Ground	Phil Boutwell	(239) 707-3976	N/A	N/A
14100 Six Mile Cypress	Dyed Diesel	1	300	Above Ground				
Fort Myers, Florida 33912								
CITY OF PALMS	Unleaded	1	150	Above Ground	Billy MacPhee	(239) 340-0397	N/A	N/A
2278 Jackson Street	Dyed Diesel	1	150	Above Ground				
Fort Myers, Florida 33901								
BOSTON PLAYER DEVELOPMENT	Unleaded	1	225	Above Ground	Billy MacPhee	(239) 340-0397	N/A	N/A
2200 Jacksonville Street	Dyed Diesel	1	225	Above Ground				
Fort Myers, Florida 33916								
JET BLUE PARK	Unleaded	1	300	Above Ground	Kyle Katzenmeyer	(239) 271-5759		
11581 Daniels Parkway	Dyed Diesel	1	300	Above Ground				
Fort Myers, Florida 33913								
CNTY – Lee County	Dyed Diesel	1	500	Above Ground	Timothy LaMontagne	(239) 533-8960	N/A	N/A
Lee/Hendry Transfer Station								
1280 Forestry Division Drive								
Labelle, Florida 33935								
CNTY – Lee County	Dyed Diesel	1	500	Above Ground	Timothy LaMontagne	(239) 533-8960	N/A	N/A
Lee/Hendry Transfer Station								
1350 Olympia Street								
Clewiston, Florida 33440								
CNTY – Lee County	Dyed Diesel	1	8,000	Above Ground	Jason Fournier	(239) 229-5733	N/A	N/A
Lee/Hendry Landfill	Dyed Diesel	1	10,000	Above Ground	William Kilby	(239) 822-9779		
5500 Church Road	Dyed Diesel	1	+/-100	Above Ground/Generator				
Felda, Florida 33930								
CNTY – Lee County	Unleaded	1	2,000	Above Ground	Stuart Schaad	(239) 533-8929		
Lee County Solid Waste	Dyed Diesel	1	500	Above Ground	Jason Fournier	(239) 533-8920		
10550 Buckingham Road	Dyed Diesel	1	10,000	Above Ground				
Fort Myers, Florida 33905								
CNTY- Lee County	Unleaded	1	10,000	Above Ground	Robert Southall	239-533-0336	Monday-Saturday 7:00 a.m – 1:00 p.m.	Access via Cranford Rd. access gate.
Lee Tran	Dyed Diesel	2	20,000	Above Ground	Mike Paschal	239-533-0335		
3401 Metro Parkway	Dyed Diesel	1	10,000	Above Ground/Generator				
Fort Myers, FL 33901								

ATTACHMENT B-GENERATOR LOCATIONS. Approximate fuel consumption gal/hr.

generator Location	generator kw	Fuel Type	Fuel Capacity	25% load	50% load	75% load	100% load	Responsible Department
Administration Building	1250	Diesel	1,400 gal	26.	45.	66.	89.	Facilities
Administration East	500	Diesel	3,000 gal	10.	18.	26.	35.	Facilities
Airport Haul 1	1250	Diesel	6,000 gal	26.	45.	66.	89.	Utilities
Airport Haul 2	1250	Diesel	6,000 gal	26.	45.	66.	89.	Utilities
Alico Road Booster	200	Diesel	366 gal	4.3	7.3	10.	14.	Utilities
Alva Bridge	60	Propane	500 gal	1.3	2.2	3.2	4.3	DOT
Alva Tower	80	Propane	1,000 gal	1.7	2.9	4.3	5.7	ECC
Animal Services	300	Diesel	700 gal	6.4	11.	16.	21.	Animal Services
Big Carlos Pass Bridge	60	Propane	500 gal	1.3	2.2	3.2	4.3	DOT
Bonita Tower	125	Propane	1,000 gal	2.7	4.6	6.7	8.9	ECC
Bonita YMCA	500	Diesel	750 gal	11.	18.	25.	34.	ECC
Burnt Store Tower	85	Propane	500 gal	1.8	3.1	4.5	6.1	ECC
Cape Coral Bridge Toll Facility	125	Diesel	1,000 gal	2.7	4.6	6.7	8.9	DOT
Cape Coral Repeater	80	Propane	2,000 gal	1.7	2.9	4.3	5.7	ECC
Cape Coral Tower	80	Propane	500 gal	1.7	2.9	4.3	5.7	ECC
City of Palms Sports Complex	100	Diesel	125 gal	2.1	3.7	5.3	7.1	Parks & Rec
College Pkwy, Customer Service Center	150	Diesel	500 gal	3.2	5.5	8.0	10.	Utilities
College Pkwy, Maint and Electric	125	Diesel	250 gal	2.9	5.8	8.7	11.	Utilities
Constitutional Complex	820	Diesel	500 gal	2.9	5.8	8.7	11.	Facilities
Corkscrew ASR well portable 68118	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew east well 34	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew east well 35	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew east well 36	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew east well 37	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew east well 38	125	Diesel	308 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew east well 39	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew north well 40	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew north well 41	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew north well 8	400	Diesel	2,000 gal	8.5	14.	21.	28.	Utilities
Corkscrew Repeater	80	Propane	2,000 gal	1.7	2.9	4.3	5.7	Utilities
Corkscrew south well	200	Diesel	366 gal	4.3	7.3	10.	14.	Utilities
Corkscrew southwest well 25	125	Diesel	366 gal	2.9	5.8	8.7	11.	Utilities
Corkscrew southwest well 26	100	Diesel	194 gal	2.1	3.7	5.3	7.1	Utilities
Corkscrew southwest well 27	100	Diesel	194 gal	2.1	3.7	5.3	7.1	Utilities
Corkscrew southwest well 28	100	Diesel	194 gal	2.1	3.7	5.3	7.1	Utilities
Corkscrew WTP 1	1000	Diesel	6,000 gal	21.	36.	53.	71.	Utilities
Corkscrew WTP 2	1000	Diesel	6,000 gal	21.	36.	53.	71.	Utilities
Department of Health	35	Diesel	200 gal	0.7	1.3	1.9	2.5	Health Dept
Depot 1 Marine services	350	Diesel	5,000 gal	7.5	12.	18.	24.	Facilities
Depot 7	100	Diesel	150 gal	2.1	3.7	5.3	7.1	DOT
Detar	150	Diesel	366 gal	3.2	5.5	8.0	10.	Utilities
Detar Portable 45439	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45440	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45441	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45442	30	Diesel	50 gal	0.6	1.1	1.6	2.1	Utilities
Detar Portable 45443	30	Diesel	50 gal	0.6	1.1	1.6	2.1	Utilities



ATTACHMENT B-GENERATOR LOCATIONS. Approximate fuel consumption gal/hr.

generator Location	generator kw	Fuel Type	Fuel Capacity	25% load	50% load	75% load	100% load	Responsible Department
Detar Portable 45444	30	Diesel	50 gal	0.6	1.1	1.6	2.1	Utilities
Detar Portable 45445	30	Diesel	50 gal	0.6	1.1	1.6	2.1	Utilities
Detar Portable 45446	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45447	60	Diesel	50 gal	1.3	2.2	3.2	4.3	Utilities
Detar Portable 45925	100	Diesel	200 gal	2.1	3.7	5.3	7.1	Utilities
Detar Portable 67929	100	Diesel	200 gal	2.1	3.7	5.3	7.1	Utilities
Detar Portable 67950	100	Diesel	200 gal	2.1	3.7	5.3	7.1	Utilities
Detar Portable 67951	100	Diesel	200 gal	2.1	3.7	5.3	7.1	Utilities
DOT Traffic, admin	300	Diesel	1,700 gal	6.4	11.0	16.0	21.4	DOT
DOT Traffic, sign shop	100	Diesel	170 gal	2.9	4.8	6.2	8	DOT
DOT, Operations	100	Diesel	335 gal	2.9	4.8	6.2	8	DOT
Elections Center	400	Diesel	400 gal	10	16	21.5	27.3	Elections
Emergency Communications Center/911 Unit 2	500	Diesel	1850	11.6	18.8	25.7	34.4	ECC
Emergency Communications/911 Unit 1	500	Diesel	1,845 gal	11.6	18.8	25.7	34.4	ECC
EMS Station, (Daniels Rd)	45	nat'l gas	N/A	1	1.8	2.7	3.5	EMS
EMS supply, Estero high school	16	Propane	10 gal	0.6	0.9	1.2	1.5	EMS
EMS supply, Mariner high school	16	Propane	10 gal	0.6	0.9	1.2	1.5	EMS
EMS, Portable 67887	35	Diesel	200 gal	0.7	1.3	1.9	2.5	EMS
EMS, Portable 67889	35	Diesel	200 gal	0.7	1.3	1.9	2.5	EMS
EMS, Station 11	35	Diesel	200 gal	0.7	1.3	1.9	2.5	EMS
EMS, Station 12	35	Diesel	200 gal	0.7	1.3	1.9	2.5	EMS
EMS, Station 27	300	Diesel	1,950 gal	6.67	11.57	17.12	23.15	EMS
EMS, Station 31	50	Diesel	375 gal	1.1	1.8	2.7	3.6	EMS
Environmental Lab	150	Diesel	300 gal	3.5	7.3	10.7	13.8	Lab
EOC 1	1250	Diesel	12,000 gal	26.7	45.7	66.5	89.0	EOC
EOC 2	1250	Diesel	12,000 gal	26.7	45.7	66.5	89.0	EOC
EOC 3	1250	Diesel	12,000 gal	26.7	45.7	66.5	89.0	EOC
EOC, Portable 31886 (250 KW)	250	Diesel	500 gal	5.3	9.1	13.3	17.8	EOC
EOC, Portable 45501 (50KW)	50	Diesel	150 gal	1.1	1.8	2.7	3.6	EOC
EOC, Portable 45502 (50KW)	50	Diesel	150 gal	1.1	1.8	2.7	3.6	EOC
Estero Community Center	230	Diesel	3,000 gal	4.9	8.4	12.2	16.4	EOC
FGPU Tower	80	Propane	1,000 gal	1.7	2.9	4.3	5.7	ECC
Fiesta Village WWTP	1000	Diesel	4600 gal	19.1	35.8	54.1	72.2	Utilities
Fleet Management	350	Diesel	1,000 gal	7.5	12.8	18.6	24.9	Fleet Management
Ft. Myers Beach WWTP	1750	Diesel	10,000 gal	37.3	64.0	93.1	124.6	Utilities
Gateway WWTP	1500	Diesel	6,000 gal	32.0	54.8	79.8	106.8	Utilities
German Arena	750	Diesel	4000 gal	14.8	27.1	39.8	52.7	EOC
Green Meadows well 11	250	Diesel	500 gal	5.3	9.1	13.3	17.8	Utilities
Green Meadows well 2	500	Diesel	500 gal	10.7	18.3	26.6	35.6	Utilities
Green Meadows well 4	125	Diesel	366 gal	2.7	4.6	6.7	8.9	Utilities
Green Meadows well 5	125	Diesel	366 gal	2.7	4.6	6.7	8.9	Utilities
Green Meadows well 8	150	Diesel	366 gal	3.2	5.5	8.0	10.7	Utilities
Green Meadows well 9	150	Diesel	366 gal	3.2	5.5	8.0	10.7	Utilities
Green Meadows WTP	900	Diesel	6000 gal	19.2	32.9	47.9	64.1	Utilities
Green Meadows RO WTP	1500	Diesel	4600 gal	32.5	60.2	83.4	109.4	Utilities
Highpoint WWTP	35	Diesel	200 gal	0.7	1.3	1.9	2.5	Utilities
Jet Blue Sports Park	250	Diesel	549 gal	5.3	9.1	13.3	17.8	Parks & Rec



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Posted Date:** June 29, 2018

**Solicitation No.:** B180281TJM

**Solicitation Name:** Fuel Annual Purchase

**Subject:** Addendum Number 1

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

**NOTE: FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.**

1.	Please provide us two invoices per month of your current contract delivered by your current vendor(s) of each gasoline and diesel.
Answer	<p>Our current vendors are Palmdale Oil Company, Inc. and Mansfield Oil Company of Gainesville, Inc.</p> <p>Access to the last 6 months of invoices from each vendor is provided in the below ftp site link:</p> <p><a href="https://mft.leegov.com/?ShareToken=92DA56329FB81859543D3A6930045E131E8B0F6D">https://mft.leegov.com/?ShareToken=92DA56329FB81859543D3A6930045E131E8B0F6D</a></p> <p><b><u>This ftp site link listed above will expire in 90 days on 9/27/2018.</u></b></p> <p>Please acknowledge this addendum on the Solicitation Response Form provided within the solicitation. Please do not attach the invoices from our incumbents that are available on the above link as a part of your bid submission.</p>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

Tara McMahon  
Procurement Analyst, Tara McMahon, CPPB, MBA  
Lee County Procurement Management



**Posted Date:** July 3, 2018

**Solicitation No.:** B180281TJM

**Solicitation Name:** Fuel Annual Purchase

**Subject:** Addendum Number 2

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

**ATTACHMENT: ADDENDUM 2 BID/PROPOSAL FORM**

**NOTE: FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.**

<b>1.</b>	We are not able to provide an OPIS base price from the day of the opening because we have to mail our submission several days before. What date would you like us to use as a reference?
<b>Answer</b>	*"The "Base" price per gallon shall be filled in by the vendor and shall be based upon the average Tampa, Florida price as reported in the "Oil Price Information Service" ("OPIS") on the opening date of this Bid ( <del>stated on the cover sheet of this bid package</del> ) <b><u>July 5, 2018</u></b> at 10:00 a.m.
<b>2.</b>	Is there a DBE goal for this bid? If there is a DBE goal what is it?
<b>Answer</b>	No.
<b>3.</b>	Must vendors bid on all methods of transportation? (Tank wagon and Transport)
<b>Answer</b>	No. Vendors may bid either Category A: Transport or Category B: Tank wagon or both, (Categories A and/or B) but all bidders must provide a bid for Category C. Categories D and E are optional. However, all items within each category being bid must be bid.
<b>4.</b>	Does the county plan to award to one vendor?
<b>Answer</b>	<b>No. Per the Special Conditions:</b> <b>2.0 BASIS OF AWARD</b> The County intends to award a primary and a secondary vendor per each category a-b based on the lowest total bid price per category. Award for Category C, D and E, if awarded, shall be at the County's discretion. The County reserves the right not to award optional category and/or items.

5.	<p>a. Will the bid opening be open to the public?</p> <p>b. What information will you be reading out aloud at the bid opening?</p> <p>c. If we attend the bid opening, will we be able to review other submitted bids?</p> <p>d. If we do not attend the bid opening, how and when will we be notified of the low bidder and can we receive a copy of the bid tabulations?</p> <p>e. When does the County anticipate awarding this bid? When is the Board meeting?</p> <p>f. When does the contract start?</p>
Answer	<p>a. Yes.</p> <p>b. The total of each category will be read aloud as well as the optional item(s) totals.</p> <p>c. See page 4, Section 3.1.2 of our Terms and Conditions.</p> <p>d. The bid tabulation is available on our website located at:  <a href="http://www.leegov.com/procurement/projects">www.leegov.com/procurement/projects</a> under the B180281TJM project under Award Pending location as soon as possible after the bid opening. Our website does not notify bidders when a document is available; therefore, please continue to check our website periodically for updates.</p> <p>e. The bid opens on 7/16/18. Approximately two weeks after the bid opening, if awarded, the Notice of Intended Decision is intended to be posted to our website. The contracts/award will be scheduled on the applicable Board meeting date.</p> <p>f. It is our goal to have the new contracts to start on or around 11/15/18, when our current contracts expire.</p>
6.	Please confirm that you would like references sent if awarded.
Answer	<p><b><i>Yes. Per the Forms Description &amp; Instructions, "Reference Survey" instructions "Provide this form to reference respondents. For Bids, this form will be requested from the apparent low Bidder prior to the award. (Not required to submit with bid)".</i></b></p> <p><b>The County will inform the apparent low bidder and second low bidder (if applicable) for each category to request their reference survey forms be completed and returned to the County.</b></p>
7.	How many gallons per site will be used?
Answer	Attachment A-Lists each delivery site for fuel and tank size by gallon. Attachment B-Lists each delivery site for fuel for generators and each generator tank size. Exact estimate usage is unknown however, 6 months of previous invoices from both the primary and secondary vendors currently on contract were provided in Addendum 1.
8.	How much ULSD Dyed will be used per site?
Answer	See answer 7.
9.	<p>a. For the generator sites provided will you expect fuel to be delivered to them?</p> <p>b. If you would like fuel at the generator sites please provide addresses and amount needed at each site.</p>
Answer	<p>a. Deliveries to the generator locations are required upon request by the County.</p> <p>b. See Attachment B, which includes the sizes of the generator tanks and delivery locations throughout the County.</p>

10.	Is the County requiring the awarded vendors to stick the County tanks twice a week? Can we use electronic monitors?
Answer	<p>Per the Detailed Specifications, Sections 4.2 &amp; 4.3:</p> <p>4.2 When the fuel is delivered, a County employee may or may not be present. The delivering driver will meter the product into the tanks, sign and furnish a delivery ticket with the beginning and ending meter readings. The driver shall also be required to stick the tanks before and after delivery for Fleet Management locations. All Fleet delivery sites include the prefix of "CNTY" on the attachment A. All invoices shall have delivery tickets attached and must reach each delivery location within three business days of delivery. Optional metering arrangements may be considered if based upon State certified metering systems or State calibrated tanks.</p> <p>4.3 Deliveries shall be made as necessary and in a timely manner, to assure continuity of on-going County operations. The awarded vendor(s) shall <u>be provided</u> current "stick readings" <u>by the County</u> for all fuel dispensing locations 2 days per week before 12:00 noon. It will be the responsibility of the vendor to ensure that adequate fuel supplies are available at each location, especially before or during an emergency. The ultimate goal is to ensure that fuel is always available. Awarded vendor or vendors shall endeavor to provide all deliveries within 24 hours of receipt of the County's request and shall notify the County if delivery cannot be made within 24 hours. If awarded vendor cannot deliver the requested fuel, as specified in the contract, within 24 hours of receiving the order, vendor shall notify the requesting department by email and County reserves the right to purchase fuel from the secondary vendor.</p> <p>Note: Solid Waste and Lee Tran have electronic monitoring systems. A tank monitoring ticket is required with the beginning and ending meter readings for those locations.</p>
11.	<p>For bid Detailed Specifications sections, 4.4/4.5, it states that during emergency situations deliveries must be made within 12 hour with a possibility of less than normal sized deliveries; would the County consider a minimum deliver charge?</p> <p>Because these types of deliveries are not under normal circumstances, would the County consider having a separate pricing sheet for Emergency Deliveries only?</p>
Answer:	<p>No the County would not consider a minimum delivery charge, per Section 1.0 of the Detailed Specifications, "No minimum order is guaranteed".</p> <p>See Attached Addendum 2 Bid/Proposal Form 1a. This form replaces page 37-39 of the bid.</p> <p><b><u>FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.</u></b></p>
12.	Page 5, item 6.1.3... Screening for access. Will carriers intending to deliver on site need to go through this process? If so, what are the procedures and costs associated with this?
Answer:	6.1.3 is part of our Terms and Conditions and it states it "may be required".

<b>13.</b>	Page 8, item 19.1... Sub-Contractors. Do you consider common carriers to be subcontractors? If so, how would we obtain prior written authorization to use them? Will the inclusion of carriers to be used on the Sub-Contractor List (page 44) be sufficient?
<b>Answer</b>	Yes. Submit the Subcontractor form completed with subcontractor information. If awarded a contract, then the County has approved those carriers for use.
<b>14.</b>	Page 12, item 28.1... SDS (as applicable). Do you want SDS submitted with the bid, or will inclusion with first delivery or upon award suffice?
<b>Answer</b>	The Safety Data Sheets (SDS) are not required to be submitted with the bid submission. Please submit the SDS sheet or sheets upon request upon being awarded.
<b>15.</b>	<p>Page 14 – Special Requirements... Indemnification. Below you will find our legal department's standard indemnification language we often use in our contracts. Would this language be acceptable for the indemnification and hold harmless clauses?</p> <p>Petroleum Traders Corp. agrees to defend, indemnify and hold Purchaser harmless as to and from all claims, demands, suits, causes of action, costs and expenses asserted against Purchaser arising in whole or in part out of the negligence, reckless or willful misconduct of Petroleum Traders Corp. or its agents. Purchaser agrees to defend, indemnify and hold Petroleum Traders Corp. harmless as to and from all claims, demands, suits, causes of action costs and expenses asserted against Petroleum Traders Corp. arising in whole or in part out of the negligence, reckless or willful misconduct of Purchaser or its agents. If it shall appear that the claims shall have arisen out of the joint, concurrent or consecutive fault of both Purchaser and Petroleum Traders Corp., then until otherwise established by agreement or by judicial decision, the allocation of fault for purposes of these indemnity provisions shall be 50/50. These indemnity provisions apply only to claims, demands and causes of action sounding in tort, and do not apply to claims, demands and causes of action governed by the Uniform Commercial Code. As to any claim for which Petroleum Traders Corp. accepts the responsibility for indemnity, Petroleum Traders Corp. shall be solely responsible for the conduct of that defense, including all litigation decisions. As to any claim for which Purchaser accepts the responsibility for indemnity, Purchaser shall be solely responsible for the conduct of that defense, including all litigation decisions.</p>
<b>Answer</b>	No.
<b>16.</b>	For page 16, item 2.1.2... Diesel fuel. Will you accept up to 5% bio diesel in your diesel fuel?
<b>Answer</b>	No.
<b>17.</b>	For page 16, item 2.1.6... Certificates of Analysis. How often have you had need to request a CoA? Is it done regularly, or only if issues arise?
<b>Answer</b>	This is only upon request. This would only be needed as an issue arises and upon request.

<b>18.</b>	For page 17, item 4.2... Optional metering arrangements. Will a metered bill of lading be acceptable in place of the metered truck requirement?
<b>Answer</b>	Meter reading is not optional, it's required. The intent is to have the fuel verified at each location as specified in the Detailed Specifications, as some locations have stick readings and some have electronic reading opportunities and to ensure that the driver has the correct amount of space left in the tanks to not overfill them.
<b>19.</b>	On page 17, section 4.3... Stick readings twice per week. Are deliveries done frequently enough to be on site twice per week? How is this currently being handled?
<b>Answer</b>	See Answer 10 above and revised section 4.3.
<b>20.</b>	On page 19, item 11.0... Estimated Consumption. It states estimated gallons used by Lee County Fleet and additional estimated gallons by other departments. Page 17 item 4.2 indicated all Fleet delivery sites in attachment A included the prefix of "CNTY". Please verify if the estimated Fleet gallons were used by the ten (10) CNTY sites listed, and the additional gallons were used by the remaining four (4) sites plus Generator locations. Or is the Fleet estimates for the Fleet Management site (Van Buren St) only?
<b>Answer</b>	Please see Addendum 1 for invoices for consumption info. Additional consumption from 11.0 is referring to Solid Waste, Lee Tran and any generator fuel consumed.
<b>21.</b>	Page 20, item 13.3... Base Price. The bid requests the base price to be from the date of the bid opening. OPIS reports are not published until the following day, so bidders will not have that information. We suggest using a tie to date of July 11, 2018 or earlier to allow bidders to enter the pricing with time to ensure delivery by the due date.
<b>Answer</b>	See Answer 1.
<b>22.</b>	Page 38, Category B Proposal form... Additional Information. The form states to include this page if providing a bid for Category B. Should this page be included anyway if not bidding for Tank Wagon due to the Additional Information portion?
<b>Answer</b>	No the additional info required for Category B is only for Category B.
<b>23.</b>	Page 49, Signatory Authorization Affidavit. We are a Corporation, but the President is out of the office traveling through July. Can we have the Vice President and/or CEO sign in his place?
<b>Answer</b>	No. Only the President can sign the Signatory Authorization Affidavit for a Corporation which authorizes the other personnel listed in the boxes on the form to sign future contract/amendments, etc.
<b>24.</b>	Per review of invoices provided through Addendum #1, it looks like you have been doing gas and diesel split loads to some sites. Do you anticipate continuing to do this?
<b>Answer</b>	This fuel bid is based on our needs. The County will continue to purchase fuel based on our needs which may include split loads at times.
<b>25.</b>	Additionally, our tax department wanted to make sure you were aware of the following. Regarding dyed diesel fuel being used 'on road'... If you are using the dyed on road, we will not be charging you the on road taxes, but you must be registered with the state to remit the FL state taxes to the state directly for any fuel used on road that is dyed.
<b>Answer</b>	We have registered with the State to use the dyed diesel on the road accordingly.

**Revised Detailed Specifications as follows:**

4.3 Deliveries shall be made as necessary and in a timely manner, to assure continuity of on-going County operations. The awarded vendor(s) shall be provided current "stick readings" by the County for all fuel dispensing locations 2 days per week before 12:00 noon. It will be the responsibility of the vendor to ensure that adequate fuel supplies are available at each location, especially before or during an emergency. The ultimate goal is to ensure that fuel is always available. Awarded vendor or vendors shall endeavor to provide all deliveries within 24 hours of receipt of the County's request and shall notify the County if delivery cannot be made within 24 hours. If awarded vendor cannot deliver the requested fuel, as specified in the contract, within 24 hours of receiving the order, vendor shall notify the requesting department by email and County reserves the right to purchase fuel from the secondary vendor.

13.3. \*The "Base" price per gallon shall be filled in by the vendor and shall be based upon the average Tampa, Florida price as reported in the "Oil Price Information Service" ("OPIS") on the opening date of this Bid (~~stated on the cover sheet of this bid package~~) July 5, 2018 at 10:00 a.m.

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

Tara McMahon  
Procurement Analyst, Tara McMahon, CPPB, MBA  
Lee County Procurement Management

**ADDENDUM 2: Form 1a – Bid/Proposal Form**



Lee County Procurement Management  
**CATEGORY A-BID/PROPOSAL FORM**

**Company Name:** \_\_\_\_\_

**Solicitation #** B180281TJM      **Solicitation Name** FUEL ANNUAL PURCHASE

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.

<b>If bidder is providing a bid for Category A, please include this page with your submission package. All items within a category being bid must be bid.</b>					
<b>CATEGORY A- FUEL BY TRANSPORT DELIVERY.</b>					
<b>Please specify the minimum size of a Transport Load:</b>			<b>Gallons</b>		
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Column A  Base Price Per Gallon</i>	<i>Column B  Vendor Flat Rate Markup Per Gallon (Excluding Tax)</i>	<i>Column C  Total Cost Per Gallon (Add Column A + B)</i>
<b>Unleaded Gasoline-E10-Delivered via Transport</b>					
<b>1</b>	<b>Unleaded 87 Octane</b>	Per Gallon	\$	\$	\$
<b>Diesel Fuel-Delivered via Transport</b>					
<b>2</b>	<b>#2 Ultra Low Diesel Clear</b>	Per Gallon	\$	\$	\$
<b>3</b>	<b>#2 Ultra Low Sulfur Diesel Dyed</b>	Per Gallon	\$	\$	\$
<b>CATEGORY A TOTAL (Items 1-3)</b>					
<b>Amount Written</b> _____					

”The “Base” price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the “Oil Price Information Service” (“OPIS”) on **July 5, 2018** at 10:00 a.m.

**ADDENDUM 2 Form 1a – Bid/Proposal Form**



Lee County Procurement Management  
**CATEGORY B-BID/PROPOSAL FORM**

Company Name: \_\_\_\_\_

Solicitation # B180281TJM Solicitation Name FUEL ANNUAL PURCHASE

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

**If bidder is providing a bid for Category B, please include this page with your submission package. All items within a category being bid must be bid.**

**CATEGORY B-FUEL BY TANK WAGON DELIVERY.**

Please specify the maximum size of a tank wagon load: \_\_\_\_\_ Gallons

Category B - Fuel and Lubricants					
Item #	Description	Unit of Measure	Column A	Column B	Column C
			Base Price Per Gallon	Vendor Flat Rate Markup Per Gallon (Excluding Tax)	Total Cost Per Gallon (Add Column A + B)
Unleaded Gasoline-E10-Delivered via Tank Wagon					
1	Unleaded 87 Octane	Per Gallon	\$	\$	\$
Diesel Fuel-Delivered via Tank Wagon					
2	#2 Ultra Low Diesel Clear	Per Gallon	\$	\$	\$
3	#2 Ultra Low Sulfur Diesel Dyed	Per Gallon	\$	\$	\$
CATEGORY B TOTAL (Items 1-3)					

”The “Base” price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the “Oil Price Information Service” (“OPIS”) on **July 5, 2018** at 10:00 a.m.

Amount Written \_\_\_\_\_

**CATEGORY B: ADDITIONAL INFORMATION**

THE FUEL WILL BE DELIVERED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER ORDER IS PLACED BY DEPARTMENT.

Number of tank wagons owned: \_\_\_\_\_

Total fuel capacity of all owned tank wagon trucks in gallons: \_\_\_\_\_

Capacity in gallons of fixed fuel storage tanks: \_\_\_\_\_

Is your supply point equipped with an emergency generator? \_\_\_\_\_



**ADDENDUM 2 Form 1a – Bid/Proposal Form**



Lee County Procurement Management  
**CATEGORY C: BID/PROPOSAL FORM**

Company Name: \_\_\_\_\_

Solicitation # B180281TJM      Solicitation Name FUEL ANNUAL PURCHASE

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.

Category C is a required Category. Please include this page with your submission package.			
<b>CATEGORY C: OPTIONAL ITEMS</b>			
<i>Item #</i>	<i>Description</i>		
<b>Subscription</b>			
1	OPIS-Annual Subscription	Each	\$
<b>CATEGORY C TOTAL (Item 1)</b>			<b>\$</b>

Amount Written \_\_\_\_\_

**ADDENDUM 2 Form 1a – Bid/Proposal Form**



Lee County Procurement Management  
**CATEGORY D: OPTIONAL ITEMS-Bid/Proposal Form**

Company Name: \_\_\_\_\_

Solicitation # B180281TJM      Solicitation Name FUEL ANNUAL PURCHASE

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.

Category D is an Optional Bid Category. All items within a category being bid must be bid.					
Item #	Description	Unit of Measure	Column A	Column B	Column C
			Base Price Per Gallon	Vendor Flat Rate Markup Per Gallon (Excluding Tax)	Total Cost Per Gallon (Add Column A + B)
Fuel for Pickup by County in mobile fuel truck/trailer as needed by County					
Unleaded Gasoline-E10					
1	Unleaded 87 Octane	Per Gallon	\$	\$	\$
Diesel Fuel					
2	#2 Ultra Low Diesel Clear	Per Gallon	\$	\$	\$
3	#2 Ultra Low Sulfur Diesel Dyed	Per Gallon	\$	\$	\$
CATEGORY D TOTAL (Items 1-3)					\$

”The “Base” price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the “Oil Price Information Service” (“OPIS”) on **July 5, 2018** at 10:00 a.m.

Amount Written \_\_\_\_\_

**ADDENDUM 2 Form 1a – Bid/Proposal Form**



Lee County Procurement Management  
**CATEGORY E: OPTIONAL ITEM-BID/PROPOSAL FORM**

Company Name: \_\_\_\_\_

Solicitation # B180281TJM      Solicitation Name FUEL ANNUAL PURCHASE

Having carefully examined the “Terms and Conditions”, and the “Detailed Scope of Work”, all of which are contained herein, propose to furnish the following which meet these specifications.

All items within a Category being bid must be bid. Category E is an Optional Bid Category.					
EMERGENCY DELIVERY RATE					
Item #	Description	Unit of Measure	Column A	Column B	Column C
			Base Price Per Gallon	Vendor Flat Rate Markup Per Gallon (Excluding Tax)	Total Cost Per Gallon (Add Column A + B)
1	#2 Ultra Low Sulfur Diesel Dyed-500 Gallons or Less Delivered	Per Gallon	\$	\$	\$
<b>CATEGORY E TOTAL (Item 1)</b>					<b>\$</b>

”The “Base” price per gallon will be filled in by the vendor and will be based upon the average Tampa, Florida price as reported in the “Oil Price Information Service” (“OPIS”) on **July 5, 2018** at 10:00 a.m.

Amount Written \_\_\_\_\_



Procurement Management Department  
1500 Monroe Street 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
Main Line: (239) 533-8881  
Fax Line: (239) 485-8383  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**Posted Date:** July 9, 2018

**Solicitation No.:** B180281TJM

**Solicitation Name:** Fuel Annual Purchase

**Subject:** Addendum Number 3

The following represents clarification, additions, deletions, and/or modifications to the above referenced bid. This addendum shall hereafter be regarded as part of the solicitation. Items not referenced herein remain unchanged, including the response date. Words, phrases or sentences with a strikethrough represent deletions to the original solicitation. Underlined words and bolded, phrases or sentences represent additions to the original solicitation.

1.	<p>a. From Addendum 2, Question 18. Metering. We understand metered readings and/or stick readings are to be taken both before and after delivery to ensure no overflow. The question was to determine; does the truck has to have a meter on it?</p> <p>Note: As most delivery trucks we utilize do not have 'metered' pumps on them, our normal procedure is to have the truck loaded at the terminal via certified meters to get the metered Bill of Lading. The truck is then sealed and sent to the destination. Once there, the driver will verify what is in the customer's tanks via stick readings to ensure that what was loaded will fit. After confirming fuel will fit, they unload the fuel that was metered into the truck.</p> <p>b. Would this procedure be acceptable?</p> <p>c. Is the bid still due on 7/16/18 by 2:30 pm?</p>
Answer	<p>a. They don't have to have a meter but do have to have a stick on the truck.</p> <p>b. Yes.</p> <p>c. Yes.</p>

**BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER BEING CONSIDERED NON-RESPONSIVE.**

**ALL OTHER TERMS AND CONDITIONS OF THE SOLICITATION DOCUMENTS ARE AND SHALL REMAIN THE SAME.**

*Tara McMahon*

Procurement Analyst, Tara McMahon, CPPB, MBA  
Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

<b>SECONDARY VENDOR FOR CATEGORY A: FUEL BY TRANSPORT DELIVERY.</b>			
<b>Minimum size of a Transport Load: 7,500 diesel Gallons or 8,500 Unleaded or 8,000 combination</b>			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Vendor Flat Rate Markup Per Gallon (Excluding Tax)</i>
<b>Unleaded Gasoline-E10-Delivered via Transport</b>			
<b>1</b>	<b>Unleaded 87 Octane</b>	Per Gallon	<b>\$0.278</b>
<b>Diesel Fuel-Delivered via Transport</b>			
<b>2</b>	<b>#2 Ultra Low Diesel Clear</b>	Per Gallon	<b>\$0.0426</b>
<b>3</b>	<b>#2 Ultra Low Sulfur Diesel Dyed</b>	Per Gallon	<b>\$0.0382</b>

<b>PRIMARY VENDOR FOR CATEGORY B: FUEL BY TANK WAGON DELIVERY.</b>			
<b>Maximum size of a tank wagon load: 4,000 Gallons</b>			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Vendor Flat Rate Markup Per Gallon (Excluding Tax)</i>
<b>Unleaded Gasoline-E10-Delivered via Tank Wagon</b>			
<b>1</b>	<b>Unleaded 87 Octane</b>	Per Gallon	<b>\$0.1565</b>
<b>Diesel Fuel-Delivered via Tank Wagon</b>			
<b>2</b>	<b>#2 Ultra Low Diesel Clear</b>	Per Gallon	<b>\$0.1594</b>
<b>3</b>	<b>#2 Ultra Low Sulfur Diesel Dyed</b>	Per Gallon	<b>\$0.1599</b>

**The County does not allow for "split load" fees or any additional fees other than applicable taxes to be charged to the County, unless such taxes or federal fees do not fall under our tax exemption status.**

**EXHIBIT B  
FEE SCHEDULE**

PRIMARY VENDOR FOR CATEGORY C: OPIS SUBSCRIPTION			
<i>Item #</i>	<i>Description</i>		
<b>Subscription</b>			
<b>1</b>	<b>OPIS-Annual Subscription</b>	<b>Each</b>	<b>\$732.00</b>

PRIMARY VENDOR FOR CATEGORY D: FUEL FOR PICKUP BY COUNTY VIA MOBILE TRUCK/TRAILER.			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Vendor Flat Rate Markup Per Gallon (Excluding Tax)</i>
<b>Fuel for Pickup by County in mobile fuel truck/trailer as needed by County</b>			
<b>Unleaded Gasoline-E10</b>			
<b>1</b>	<b>Unleaded 87 Octane</b>	<b>Per Gallon</b>	<b>\$0.0665</b>
<b>Diesel Fuel</b>			
<b>2</b>	<b>#2 Ultra Low Diesel Clear</b>	<b>Per Gallon</b>	<b>\$0.0694</b>
<b>3</b>	<b>#2 Ultra Low Sulfur Diesel Dyed</b>	<b>Per Gallon</b>	<b>\$0.0699</b>

PRIMARY VENDOR FOR CATEGORY E: EMERGENCY DELIVERY RATE			
<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Vendor Flat Rate Markup Per Gallon (Excluding Tax)</i>
<b>1</b>	<b>#2 Ultra Low Sulfur Diesel Dyed-500 Gallons or Less Delivered</b>	<b>Per Gallon</b>	<b>\$0.35</b>

**The County does not allow for "split load" fees or any additional fees other than applicable taxes to be charged to the County, unless such taxes or federal fees do not fall under our tax exemption status.**

## EXHIBIT C INSURANCE REQUIREMENTS



### Major Insurance Requirements

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
\$500,000 disease limit  
\$500,000 disease - policy limit

- d. **Pollution Liability** - Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

*\*The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 12/04/2008 - Page 1 of 2



**LEE COUNTY**  
SOUTHWEST FLORIDA

**Verification of Coverage:**

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

**Lee County Board of County Commissioners**  
**P.O. Box 398**  
**Fort Myers, Florida 33902**
  - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.
  - c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

**Special Requirements:**

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 12/04/2008 – Page 2 of 2





## Major Insurance Requirements

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\$1,000,000 per occurrence  
 \$2,000,000 general aggregate  
 \$1,000,000 products and completed operations  
 \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident  
 \$500,000 disease limit  
 \$500,000 disease - policy limit

- d. **Pollution Liability** - Covering property loss and liability arising from pollution-related ~~damages~~, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

*\*The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."*

Revised 12/04/2008 - Page 1 of 2



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1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
  - a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902
  - b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials"* will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.
  - c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

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1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Revised 12/04/2008 – Page 2 of 2

End of Insurance Guide Section