

**AGREEMENT FOR
LUBRICANT PRODUCTS**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Edison Oil Company, a Florida corporation, whose address is 6940 Mission Lane, Fort Myers, Florida 33916, and whose federal tax identification number is 59-1512831, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase various lubricant products from the Vendor on an as-needed basis(the "Purchase"); and,

WHEREAS, the County issued Invitation to Bid No. B170172TJM on April 4, 2017 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on June 2, 2017;and

WHEREAS, the Vendor has reviewed the products to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products 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 for the Purchase in accordance with the Scope of Work and Specifications, as set forth in the Scope of Work and Specifications of the Solicitation, as modified by Addendum No. 1, a photocopy of said amended section being attached hereto and incorporated herein by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation and its Addendum, copies of which are on file with the County's Department of Procurement Management, and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence on October 22, 2017, and shall continue for a period of one-year. The County reserves the right to renew this Agreement for up to three (3) additional one-year periods, upon mutual written agreement of both parties.

- B. A purchase order must be issued by the County before commencement of any purchase of any goods related to this Agreement.

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 delivery as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B170172TJM, 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 nonappropriation 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 address indicated on the purchase order on a monthly basis for those specific products 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 A- Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

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's custodian of public records, 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; <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 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.
- C. Vendor shall secure from the applicable third party manufacturers, and assign and pass through to the County, at no additional cost to the County, such warranties as may be available with respect to the products provided through the Purchase.
- D. Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship.

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 Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that 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: Walter E. Eakins, III
 Title: Vice President
 Address: 6940 Mission Lane
Fort Myers, FL
33916
 Telephone: 239-334-0151 ext. 1
 Facsimile: 239-334-4527
 E-mail: Wee@edisonoil.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 No. B170172TJM
 4. Vendor's Submittal in Response to Solicitation No. B170172JTM

[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: Patrick A Lees

Print Name: Patrick Lees

EDISON OIL COMPANY

Signed By: Walter E. Fokins III

Print Name: Walter E. Fokins III

Title: Vice President

Date: 7/20/17

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

Vice CHAIR

DATE: 10-11-17

Commissioner Cecil L Pen
Lee County Board of County
District 2

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

DEPUTY CLERK



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

BY: [Signature]

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SPECIFICATIONS

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SCOPE OF WORK AND SPECIFICATIONS

1. BACKGROUND

The purpose of this bid is to establish a source(s) for the annual purchase of lubricant products such as engine oils, hydraulic/transmission fluids, antifreezes, and greases for Lee County. The County is seeking non-exclusive agreements for lubricants and reserves the right to purchase off of a State contract or other sources if found to be cost savings in the best interest of the County. If the vendor(s) for any of the awarded items are unable to comply with the requirements stated herein, the County reserves the right to purchase these lubricant products from other vendors outside the awarded contract(s). The County reserves the right to add or delete new products or location based on the County's equipment needs. Lee County also reserves the right to purchase the product listed in this bid in an emergency situation from a vendor outside of the awarded vendor pool.

2. BASIS OF AWARD

All products bid do not have to be manufactured by one company; however, bid on all items included within each category being bid on the applicable bid/proposal form(s) provided. Failure to providing all pricing for one or more of the items within a category being bid may deem vendor non-responsive.

The bid shall be awarded to the responsive and responsible vendor submitting the lowest total bid price per each category as the primary vendor and the second lowest total bid price per category as the secondary vendor. The County intends to purchase from the primary vendor per each category unless the primary vendor is unable to provide the item awarded or unable to provide the item(s) awarded in a timely manner as specified herein, then the County would purchase the item from the secondary vendor per category accordingly.

Lee County reserves the right to reject unbalanced bids.

3. LUBRICANT SPECIFICATIONS

Quality lubricants are required; contaminated, degraded, or recycled lubricants will not be allowed. The lubricants to be provided under this bid must meet the following requirements:

A. Engine Oil

- Must meet or exceed the performance requirements of the latest API category CI - 4 Plus, CI - 4 / SL, Detroit Diesel 93K214 (DDC Power Guard), Mack EO-N Premium Plus 03, Caterpillar ECF-1, ACEA E-5, Global DHD-1, Cummins CES 20078, Mercedes Benz 228.3, and Volvo VDS-3.
- The SAE 15W40 multi-grade motor oil must meet or exceed API Service Categories CI-4 and CF/SL as applicable, and meet all major car and diesel engine manufacturer requirements including Caterpillar, Cummins, Allison and Mack Truck as applicable.

B. Tractor Hydraulic Fluid

- Must be a multifunctional tractor hydraulic fluid for use in transmissions, final drives, wet brakes, and hydraulic systems. Must meet or exceed all major manufacturers warranty requirements and must have anti-wear, extreme pressure, anti-oxidant, friction control, corrosion inhibitor, and foam suppressant additives.

C. Hydraulic Oil

- Must meet or exceed the latest performance requirements of Vickers (M-29504 & 1-286-S), Haggblunds-Denison (HF-O), Cincinnati Lamb (P-68 & 70), Lee Norse (100-I), Jeffery (No.87), Racine (variable volume vane pumps), and US Steel (136 & 127). Must meet minimum ASTM 943 (oxidation) of 2500 Hrs.

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- The HG68 hydraulic oil and tractor hydraulic fluid must meet or exceed all service categories as applicable, and meet all major equipment manufacturer requirements as applicable.

D. Engine Oil

Must meet or exceed the latest performance requirements for American Petroleum Institute (API SM/GF4), ILSAC (GF-4), CID-A-A-52039B, GM47118M (10W30), DaimierChrysler MS 6395-N).

E. Engine Oil

Must meet or exceed the latest performance requirements for American Petroleum Institute (API SM/GF4), ILSAC (GF-4), CID-A-A-52039B, GM47118M (10W30), DaimierChrysler MS 6395-N).

F. Caterpillar Construction Equipment - Transmission/Drive Train Oil

Product Number: TO-4 Transmission/Drive Train Oil or approved equivalent.

G. Volvo Construction Equipment - Automatic Transmission Fluid

Product Number: 97342, AT102 - Automatic Transmission Fluid or approved equivalent.

H. Volvo Construction Equipment - Wet Brake Oil

Product Number: 97304, WB102 or approved equivalent.

4. ESTIMATED CONSUMPTION

The County's estimated consumptions for each type of lubricant are provided on the bid/proposal forms. These amounts are listed as quantities for vendor's guidance only. No minimum quantity is guaranteed or implied.

5. DELIVERY REQUIREMENTS

- 5.1 It is understood and agreed that the awarded vendor(s) shall be responsible for stocking sufficient lubricants so that deliveries will be made using the following guidelines:
- a. The next business day, if notified before noon. Delivery period may be extended at the County's discretion.
 - b. The second business day, if notified after noon. Delivery period may be extended at the County's discretion.
 - c. The vendor must notify Lee County within two hours of the same day of which the order was placed, if the above delivery time frames cannot be met. If the primary vendor is unable to supply the product awarded to the County or is unable to meet the above specified delivery timeframe for the product awarded, the County then intends to purchase the item from the secondary awarded vendor. If the secondary vendor cannot minimally meet the above listed delivery timeframe, the County reserves the right to purchase the item outside of the contract.
 - d. All items shall be priced delivered F.O.B. destination to the below location(s):
 1. Lee County Fleet Management Facility, 2955 Van Buren Street, Ft Myers, Florida 33916. Monday through Friday 7:00 A.M. to 3:00 P.M.
 2. Lee County Fleet Satellite Shop, 5170 Detar Lane, Ft. Myers, FL 33905. Monday through Friday 7:00 A.M. to 3:00 P.M.
 3. Lee County Transit Maintenance, 3401 Metro Parkway, Ft Myers, Florida 33916. Monday through Friday from 8:00 A.M. to 4:00 P.M.

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4. Lee County Solid Waste - Fleet Maintenance Building, 10550 Buckingham Road, Fort Myers, Florida 33905. Monday through Friday from 7:00 AM to 4:00 PM
5. Lee County Solid Waste - Lee Hendry Landfill - Landfill Maintenance Shop, 5500 Church Road, Felda, Florida 33930. Monday through Friday from 7:00 A.M. to 3:00 P.M.
6. Lee County Solid Waste - Lee Hendry Landfill - Compost Site Maintenance Shop, 5500 Church Road, Felda, Florida 33930. Monday through Friday from 7:00 A.M. to 3:00 P.M.
7. Lee County Solid Waste - Labelle Transfer Station, 1280 Forestry Division Road, Labelle, Florida 33935. Monday through Friday from 7:00 A.M. to 3:00 P.M.
8. Lee County Solid Waste - Clewiston Transfer Station, 1357 S. Olympia Street, Clewiston, Florida 33440. Monday through Friday from 7:00 A.M. to 3:00 P.M.

5.2 (Section 5.2 only) Specific Instructions, tank information and requirements for deliveries of bulk lubricants only:

Instructions:

When product 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. All invoices shall have delivery tickets attached and must reach Fleet Management, Lee County Transit Maintenance or Lee County Solid Waste Fleet Maintenance depending on delivery location within five business days of delivery. Optional metering arrangements may be considered if based upon State certified metering systems or State calibrated tanks.

All lubricants shall be delivered F.O.B. destination to the following locations:

Tank information is as follows for Lee County Fleet Management Facility:

Lee County Fleet Management Facility 2955 Van Buren Street, Ft. Myers, FL 33916

- HG68 Hydraulic Oil:
One (1) Tank - 250 Gallon Capacity- Above Ground
- Tractor Hydraulic Fluid:
One (1) Tank - 250 Gallon Capacity - Above Ground
- Engine Oil- SAE 15W40:
One (1) Tank - 500 Gallon Capacity - Above Ground
One (1) Tank -1000 Gallon Capacity -Above Ground
- Engine Oil SAE 5W20
One (1) Tank- 300 Gallon Capacity- Above Ground
- Transynd Synthetic Transmission Fluid

Tank Information is as follows for Lee County Solid Waste locations:

Fleet Maintenance Shop 10550 Buckingham Road, Fort Myers, Florida 33905

- Engine Oil - SAE 15W40:
One (1) Tank - 330 Gallon Capacity - Above Ground
- HG68 Hydraulic Oil:
One (1) Tank - 330 Gallon Capacity - Above Ground

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Lee Hendry Landfill
Compost Site Maintenance Shop
5500 Church Road, Felda, Florida 33930

- Engine Oil – SAE 15W40:
One (1) Tank – 275 Gallon Capacity – Above Ground
- Hydraulic Oil:
One (1) Tank – 330 Gallon Capacity – Above Ground

Requirements:

Deliveries shall be made as necessary, in a timely manner as specified herein, to assure continuity of ongoing County operations. No minimum order lot is guaranteed and the holding of orders will not be allowed. The ultimate goal is to assure that lubricants of all types are always available.

6. PACKAGING REQUIREMENTS

Vendor must submit details of containers and/or packaging. Labeling must include manufacturer's name, brand, and product number. Labels that conform to OSHA standards are required with each shipped item.

7. ACCEPTANCE/WARRANTY

The materials and/or services delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to these specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense. All materials and/or service furnished under this bid shall be warranted by the vendor to be free from defects and fit for the intended use.

8. TRAINING

Awarded vendors must provide adequate to delivery drivers and appropriate personnel to ensure the safety of County employees and equipment.

Deliveries shall comply with all applicable State, Local, and Department of Environmental Regulations Guidelines.

9. SPILL PREVENTION

All vendors shall have an established, ongoing, spill prevention plan and procedure to follow in the event there is an accidental lubricant spill. Vendors should submit details of this program within ten (10) calendar days of award. No County employee may authorize any overfill. Tanks shall only be filled to 90% of their capacity. In case of a spill or overfill, depending on the location of the incident, the vendor's employee shall immediately verbally notify one of the following, Lee County Fleet Management at 239-461-5607, Lee County Transit Maintenance or Lee County Solid Waste Fleet Maintenance at 239-533-8929 or 239-533-8963 and the appropriate emergency response agencies. In either case, a written follow up shall be delivered to the Fleet Manager within 48 hours of the spill. The cost of the site cleanup will be the responsibility of the vendor. Final inspection by the Department of Environmental Protection or another official government agency will be required before any additional invoices are released for payment.

10. QUALITY ASSURANCE PROGRAM

All vendors shall have an established on-going quality assurance program, including but not limited to: spill prevention, driver training, and cross-filling prevention program. Vendors should submit details of this program to Lee County Fleet Management, Lee County Transit Maintenance and Lee County Solid Waste Fleet Maintenance within ten (10) days of award.

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11. EMERGENCY RESPONSE

A specific plan to provide Lee County with uninterrupted delivery of all specified lubricants before or during natural disasters or emergencies, such as hurricanes, storm, fire, etc. or during supply shortages should be submitted to Lee County Fleet Management, Lee County Transit Maintenance and Lee County Solid Waste Fleet Maintenance within ten (10) calendar days of award.

12. DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County Fleet Management-Operations Manager, Lee County Transit Maintenance and Lee County Solid Waste-Fleet Superintendent. The awarded vendor's designated contact person's contact information shall be furnished to Lee County Fleet Management-Operations Manager, Lee County Transit Maintenance and Lee County Solid Waste-Fleet Superintendent within ten (10) calendar days of award. This person or back up shall be readily available during normal work hours, 8:00 a.m. - 5:00 p.m./Monday through Friday, by phone or in person, and shall be knowledgeable of the terms and procedures involved. Fleet Management, Lee County Transit Maintenance and Lee County Solid Waste Fleet Maintenance and the awarded vendor shall each provide the other with an emergency contact phone number that is accessible 24 hours per day.

13. PAYMENT

The County desires to pay its account by the 20th day of the month following the month of delivery. From lubricant delivery date to invoicing date, shall be no more than three business days. Invoices shall fully itemize all charges including cost per gallon, time of delivery, before and after delivery stick readings, net and gross gallons, and segregate them by tank and date. Any penalties or late fees assessed by Lee County because of late invoicing on part of the vendor will be charged to the vendor.

14. REQUIRED SUBMITTALS

The following submittals should be returned under separate cover within ten (10) calendar days of award to the Procurement Analyst contact shown on the first page of this solicitation.

1. A copy of any licensing/permits required by law in order to perform the scope of work/sell/deliver the products requested.
2. Designated contact information pertaining to the resulting contract(s).
3. Details of on-going Quality Assurance Program, including Driver Training Program and Safeguards for cross-filling prevention.
4. Spill prevention plan
5. Emergency Plan
6. Detailed specification sheet from the manufacturer for each product bid. Complete MSDS/SDS sheets are required to be submitted for each products listed on Bid/Price Proposal Form(s).

15. SUB-CONTRACTORS

The use of sub-contractors to transport lubricants will be allowed under this bid; however, all sub-contractors must comply with the terms and conditions of this bid.

16. PRICES/PRICE INCREASES

All prices bid must include F.O.B. destination delivery to the address specified on the bid/proposal form and the off-loading of product into the tanks as specified in this scope of work/specifications. If the awarded vendor(s) experiences a major

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price increase from suppliers for any items included in this bid, due to a market increase, or an increase that is due to an applicable lubricant or fuel pertaining to the delivery of such lubricant products listed on the Producer Price Index (PPI) increase such as but not limited to the following:

Index Code	Title
324110324110	Petroleum refineries
324110324110P	Primary products
324110324110A	Liquefied refinery gases, including other aliphatics (feed stock and other uses)
3241103241101	Gasoline, including finished base stocks and blending agents
32411032411013	Motor gasoline, including finished base stocks and blending agents
324110324110134	Regular gasoline
324110324110135	Mid-premium gasoline
324110324110136	Premium gasoline
3241103241104	Light fuel oils
324110324110411	Home heating oil and other distillates, not elsewhere classified
324110324110413	Diesel fuel
3241103241105	Heavy fuel oils, including No. 5, No. 6, heavy diesel, gas enrichment oils, etc.

The vendor may submit a written request to increase pricing for those affected items to the County for consideration. All information necessary to review and analyze the request must be submitted to Lee County Procurement Management. Lee County shall have the right to grant the price increase, or deny the increase and rebid for the products needed, at the County's sole discretion.

End of Scope of Work and Specifications Section

**EXHIBIT B
FEE SCHEDULE**

- The Vendor is the primary vendor for the product categories listed below. The County shall order from the primary vendor first; then, if primary vendor is unable to provide products in the time required, the order may be issued to the secondary vendor. Products are to be charged in accordance with the unit prices provided below.

PRIMARY VENDOR FOR THE FOLLOWING CATEGORIES:

<u>CATEGORY 4: HIGH TEMPERATURE GREASE</u>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>Unit Cost</u>
1	Chassis Grease- Hi Temp Lithium NLGI GC/LB Complex Grease- Delivered in 120 lb. drums	Lb.	\$1.54
2	Chassis Grease- Hi Temp Lithium NLGI GC/LB Complex Grease- Delivered in 400 lb. drums	Lb.	\$1.39
3	Chassis Grease- Hi Temp Lithium NLGI GC/LB Grease- delivered in 14 oz. tubes	Tube	\$1.38

<u>CATEGORY 7: TWO CYCLE ENGINE OIL</u>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>Unit Cost</u>
1	Two Cycle Engine Oil- TC/W3 Quart-deliver in quart containers	Qt.	\$2.70

<u>CATEGORY 10: BULK LUBRICANTS</u>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>Unit Cost</u>
1	SAE 5W20 Synthetic Blend-deliver in bulk tank	Gal.	\$3.99
2	SAE 5W40 CJ Synthetic Blend-deliver in bulk tank	Gal.	\$5.42
3	SAE 15W40 CK-deliver in bulk tank	Gal.	\$5.75
4	Hydraulic Oil- AW-ISO 68-deliver in bulk tank	Gal.	\$3.02

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by Chapter 440, Florida Statutes, 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 a 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. and 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."

EXHIBIT C INSURANCE REQUIREMENTS

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.

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.