

B230519CMR  
Fuel Site Service and Repair  
Southern Tank and Pump Co.

E1 Contract # N/A

## **AGREEMENT FOR FUEL SITE SERVICE AND REPAIR**

**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 Southern Tank and Pump Co., a Florida corporation, whose address is 464 Pine Island Road, N. Fort Myers, FL 33903, and whose federal tax identification number is 65-0140758, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase repair services and preventative maintenance for Lee County owned fueling sites, from the Vendor in connection with "Fuel Site Service and Repair" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B230519CMR on September 12<sup>th</sup>, 2023 (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 November 1<sup>st</sup>, 2023; 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, a more specific description of the Project Scope of Services is set forth in Sections 1 through 7 of the Scope of Work and Specifications section of B230519CMR, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. B230519CMR, as modified by its addenda, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an as needed basis for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be in the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or 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 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 services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization 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 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, [PRRCustodian@leegov.com](mailto:PRRCustodian@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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

**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. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- 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 thirty (30) 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 sub-

contracts 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 B) and of the most suitable grade for the purpose intended.
- A. 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.

- B. 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 equipment, parts and systems provided through the Purchase.
- C. For one (1) year from the date of County's receipt of products provided hereunder, Vendor warrants that the products under normal use and service will be free from material defects in materials and workmanship. For ninety (90) days from the date of County's PO order, Vendor warrants repaired equipment.

#### **XV. MISCELLANEOUS**

- D. 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.
- E. 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.
- F. 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.
- G. 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.



- H. 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.
- I. 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.
- J. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- K. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- L. 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: Rene Latigo  
 Title: Owner  
 Address: 464 Pine Island Rd.  
N. Fort Myers, FL 33903  
 Telephone: (239) 995-1990  
 Facsimile: (239) 995-3404  
 Email: renelatigo@southerntankand  
pump.com

County’s Representative

Name: Mary Tucker  
 Title: Procurement Management  
Director  
 Address: P.O. Box 398  
Fort Myers, FL 33902  
 Telephone: (239) 533-8881  
 Facsimile: (239) 485-8383  
 Email: [mtucker@leegov.com](mailto:mtucker@leegov.com)

- M. Any change in the County’s or the Vendor’s Representative will be promptly communicated by the party making the change.
- N. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- O. 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

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

WITNESS:

Signed By: *Sylvia Latigo*  
Print Name: Sylvia Latigo

**SOUTHERN TANK AND PUMP CO.**

Signed By: *Rene Latigo*  
Print Name: Rene Latigo

Title: President

Date: 11-7-2023

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

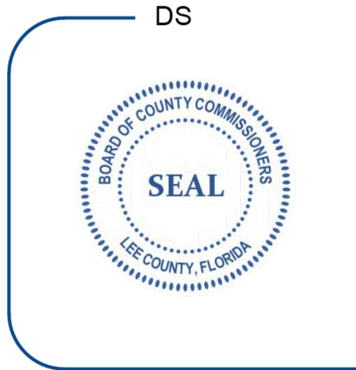
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BY: *Kevin Ruane*  
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CHAIR

12/15/2023 | 8:55 AM EST

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

ATTEST:  
CLERK OF THE CIRCUIT COURT

DocuSigned by:  
BY: *Melissa Butler*  
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DEPUTY CLERK



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

DocuSigned by:  
BY: *Amanda L. Swindle*  
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OFFICE OF THE COUNTY ATTORNEY

**EXHIBIT A**  
**SCOPE OF WORK AND SPECIFICATIONS**  
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**1. GENERAL SCOPE OF WORK**

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to provide repair services and preventative maintenance using OPW, Gilbarco, and Veeder Root parts for all nine (9) Lee County owned fueling site-related equipment.

1.2. Vendor(s) must provide repair services on an as-needed basis. Vendor(s) must provide all personnel and equipment necessary to perform services specified herein. Vendor(s) shall perform annual testing if needed.

1.3. Awarded Vendor(s) shall be responsible for furnishing all labor, incidental parts and materials, equipment, tools and supervision necessary to provide fuel system repair.

**2. LOCATIONS AND EQUIPMENT**

Location Name	Address	Equipment
Fleet Management	2955 Van Buren Street Fort Myers, FL 33916	One (1) Unleaded underground tank with 10,000 gallon capacity  One (1) Diesel underground tank with 10,000 gallon capacity  Three (3) Wayne dual dispenser pumps (2 unleaded and 1 diesel)
Evergreen Facility	190 Evergreen Road North Fort Myers, FL 33903	One (1) Unleaded above ground tank with 5,200 gallon capacity  One (1) Diesel above ground tank with 5,200 gallon capacity  Four (4) Gas Boy single dispenser pumps (2 unleaded and 2 diesel)
Billy's Creek	5560 Zip Drive Fort Myers, FL 33907	One (1) Unleaded above ground tank with 10,000 gallon capacity  One (1) Diesel above ground tank with 10,000 gallon capacity  Six (6) Gas Boy single dispenser pumps (2 unleaded and 4 diesel)
Government Complex	15650 Pine Ridge Road Fort Myers, FL 33932	One (1) Unleaded above ground tank with 6,000 gallon capacity  One (1) Diesel above ground tank with 6,000 gallon capacity  Four (4) Gas Boy single dispenser pumps (2 unleaded and 2 diesel)

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Lehigh Acres	6500 Felix Romano Avenue Lehigh Acres, FL 33905	One (1) Unleaded above ground tank with 500 gallon capacity  One (1) Diesel above ground tank with 2,000 gallon capacity  Two (2) Gas Boy single dispenser pumps (1 unleaded and 1 diesel)
Resource Recovery Facility (OPW Fuel Management Systems, Phoenix SQL)	10550 Buckingham Road Fort Myers, FL 33905	One (1) Diesel tank with 10,000 gallon capacity  Two (2) DEF, diesel exhaust fluid with 1,000 gallon capacity  One (1) Unleaded tank with 2,000 gallon capacity  One (1) Diesel tank with 500 gallon capacity
Lee Hendry Landfill (OPW Fuel Management Systems, Phoenix SQL)	5500 Church Road Felda, FL 33930	One (1) Diesel tank with 8,000 gallon capacity (Landfill Site)  One (1) Diesel tank with 8,000 gallon capacity (Compost Site)  One (1) Unleaded tank with 500 gallon capacity (Landfill site)
Labelle Transfer Station (OPW Fuel Management Systems, Phoenix SQL)	1280 Forestry Division Road Labelle, FL 33935	One (1) Diesel tank with 500 gallon capacity
Clewiston Transfer Station (OPW Fuel Management Systems, Phoenix SQL)	1357 S. Olympia Street Clewiston, FL33440	One (1) Diesel tank with 500 gallon capacity

### 3. RESPONSE TIME

3.1. It is hereby understood and mutually agreed by and between parties hereto that the time of delivery is an essential condition of this contract. By submitting a Bid, Vendor, if awarded the contract, agrees to the following response times:

3.1.1. Routine Service: Shall be defined as Monday through Friday 8:00 AM through 5:00 PM, within 24 hours of request for all locations.

### 4. WARRANTY

4.1. At a minimum, the awarded Vendor(s) shall provide warranties on all work as follows:

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- 4.1.1. Twelve (12) months on labor and materials.
- 4.1.2. Ninety (90) days on repaired equipment.
- 4.1.3. Manufacturer's warranty on any new equipment/parts.

**5. LABOR RATES**

- 4.2. The hourly labor rates shall include all costs associated with the performance of the services specified, except parts cost. Hourly rate shall include direct labor, equipment use, incidental parts and material, tools, overhead supervision, insurance, fuel, mileage and/or travel time, and all other associated cost.
- 4.3. Incidental replacement parts and materials are defined as those materials used in the cost of doing everyday business. This includes but not limited to, nuts, bolts, screws, lubricants, fuel, etc.
- 4.4. Labor hours paid shall be only productive hours at the job site.
- 4.5. Estimated labor hours is provided for bidding and information purposes only. The County shall not be bound by the estimated hours provided.

**6. INVOICING**

- 6.1. Invoice shall include the following:
  - 6.1.1. County work order, purchase order number or contact number.
  - 6.1.2. Name and address of location/facility where the work was performed.
  - 6.1.3. Description of work being performed and when work started and completed.
  - 6.1.4. Must identify which equipment worked on.
  - 6.1.5. Item description, quantity, unit price, mark up price and extended amount for parts.
  - 6.1.6. Proof of replacement part cost shall be submitted with invoice.

**7. REPLACEMENT PARTS**

- 7.1. Vendor(s) must provide pricing for replacement parts. Replacement parts will be reimbursed on the Vendor(s) actual cost plus a mark-up percentage. Documentation of such cost shall be provided to the County along with an invoice. Vendor(s) shall provide list pricing to the County.

End of Scope of Work and Specifications Section

## SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's Standard Terms and Conditions or the Scope of Work.

### 1. TERM

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

### 2. BASIS OF AWARD

2.1. The basis of award shall be determined by the lowest Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

2.2. It is the County's intent to award to a Primary and Secondary Vendors. When awards are made to multiple Vendors the County reserves the right to assign a status of Primary, Secondary, and or Tertiary, as applicable. The Primary Vendor will be the first contact. If the Primary is unable to fulfill the need or meet the time line required, the Secondary followed by the Tertiary, would be the next order of contact. Additionally, the order of the award can be changed, due to deficient or non-compliant performance.

2.3. Vendor(s) must provide pricing for replacement parts. Such item will not be considered as part of the project total or basis of award; however it will become part of the Vendor's contract.

### 3. LOCAL PREFERENCE

3.1. The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, Lee County at its sole discretion may choose to award a preference to any qualified Local Vendor.

### 4. ADDITIONAL DOCUMENTATION SUBMITTAL

4.1. The County is requesting the submittal of the items listed below. The County reserves the right to request additional documentation of clarification at any point prior to award and during the term of the Agreement, inclusive of any renewals. Failure to provide requested submittal documents in a timely manner, at the sole discretion of the County, may deem Vendor non-responsive and ineligible for award, renewal, or continuation of services.

- 4.1.1. Vendor must have extensive knowledge of Gilbarco, OPW Fuel Management and Veeder Root Systems.
- 4.1.2. Vendor must be OPW Fuel Management Systems certified.
- 4.1.3. Vendor shall submit a maximum of 3 references showing experience with service and repair of Gilbarco equipment, Veeder Root monitoring system and OPW.

End of Special Conditions Section



Procurement Management Department  
2115 Second Street, 1<sup>st</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:** September 22, 2023

**Solicitation No.:** B230519CMR

**Solicitation Name:** Fuel Site Service and Repair

**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.

**1. ARTICLE REVISION**

**GENERAL SCOPE OF WORK**

1.2. Vendor(s) ~~must~~ provide repair services on an as- needed basis. Vendor(s) ~~must~~ provide all personnel and equipment necessary to perform services specified herein. ~~Vendor(s) shall perform annual testing if needed.~~

**2. QUESTIONS/ANSWERS**

1.	Would Lee County accept Fuel Force cloud-based software/controllers in place of the OPW? The Fuel Force warranty, maintenance & integration supersedes other fuel management software systems currently available
<b>Answer</b>	<b>No, Lee County will not accept Fuel Force cloud-based software/controllers in place of OPW.</b>

**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.**

*Carolina Rodriguez*  
Carolina Rodriguez  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management



Procurement Management Department  
2115 Second Street, 1<sup>st</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:** October 4, 2023

**Solicitation No.:** B230519CMR

**Solicitation Name:** Fuel Site Service and Repair

**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.

**1. REVISED BID/PROPOSAL FORM**

Revisions have been incorporated into the Bid/Proposal Form.

The Bid/Proposal Form has been updated and a new Bid/Proposal Form identified as **ADDENDUM 2 - REVISED**

**Bid/Proposal Form** has been uploaded to the solicitation webpage on the Lee County Procurement website.

**Bidders MUST use the new Bid/Proposal Form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.**

**2. ARTICLE REVISION**

**5. LABOR RATES**

4.2 The hourly labor rates shall include all costs associated with the performance of the services specified, except parts cost. Hourly rate shall include direct labor, equipment use, incidental parts and material, tools, overhead supervision, insurance, fuel, ~~mileage and/or travel time~~, and all other associated cost

**7. REPLACEMENT PARTS**

**7.2. All costs incurred for the replacement parts shall include shipping cost, fees, and or any taxes Vendor paid. Vendor Invoice submitted to the County for services performed that include replacement parts shall include documentation evidencing Vendor cost for parts. Invoice shall include a separate line for percentage markup on cost of replacement parts.**

**7.3. Parts shall be shipped to Vendor's warehouse. At no time shall the County hold and/or receive any parts on behalf of Vendor.**

**8. SERVICE CHARGE FEE**

**8.1. Service charge shall be defined as a one (1) time trip charge that shall include all mileage to and from location(s) being serviced. Fee shall include any drive time, fuel, mileage, and tolls.**

**8.2 In the event of multiple locations being serviced on the same day, only one (1) service charge shall be charged for that day. The only exception for a second service charge would be if a location is located outside of Lee County.**



## 3. QUESTIONS/ANSWERS

1.	For liquidated damages on page 3, we are not doing an installation, we are doing service repair. Normally it only takes a few hours to complete a repair. I just want to make sure that this is not applicable to this project?
<b>Answer</b>	<b>Liquidated Damages listed on page 3 of the Solicitation refers to the definition sections of Terms and Conditions. Liquidated Damages does not apply for this Solicitation.</b>
2.	Page 6 of this packet it talks about quality guarantee warranty where it mentions guaranteeing work for 12 months. I just want to make sure this does not apply for the service repair.
<b>Answer</b>	<b>Article 9 on page 6 (Quality Guarantee/Warranty) is part of the standard Terms and Conditions. Please refer to page 17, article 4 of the Scope of Work and Specifications, where it states the warranty that applies to this Agreement.</b>
3.	Page 9 of this packet, on authority to utilize by other entities. I have seen this before and to be able to share with other entities. The problem with that is, we are working with Lee County and lets say another County wants to use it. That wouldn't work because of the way this is set up.
<b>Answer</b>	<b>Page 9, Authority to Utilize by other Government Entities gives the opportunity for other entities to utilize this Agreement subject to the agreement of Vendor.</b>
4.	Page 12, on shipping it says you have include your shipping cost on the parts cost. How do we cover that cost?
<b>Answer</b>	<b>Shipping cost shall be included as part of the cost and invoice shall be submitted showing such cost. Please refer to Article Additions within this addendum further explaining it.</b>
5.	On page #18 of #33 of the Bid Packet. "4.2. The hourly labor rates shall include all costs associated with the performance of the services specified, except parts cost. Hourly rate shall include direct labor, equipment use, incidental parts and material, tools, overhead supervision, insurance, fuel, mileage and or travel time, and all other associated cost". The question is Will Lee County allow for a "Trip Charge" flat fee to cover the associated costs for fuel, mileage, and travel time per location when invoiced? This flat fee will be equal for all locations in addition to the Labor rate. Please advise, thank you.
<b>Answer</b>	<b>The County has added a service charge fee. Please utilize Addendum 2- Revised Bid/Proposal Form included in this addendum.</b>

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.

*Carolina Rodriguez*  
Carolina Rodriguez  
Procurement Analyst Direct Line: 239-533-8858  
Lee County Procurement Management



**PROCUREMENT MANAGEMENT  
DEPARTMENT**

**Lee County**  
*Southeast Florida*

**ADDENDUM 2 - REVISED**  
**BID/PROPOSAL FORM**

**COMPANY NAME:** \_\_\_\_\_

**SOLICITATION:** B230519CMR, Fuel Site Service and Repair

Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meets these specifications.

**PRICING**

Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny.

**LUMP SUM PRICING:** The Contractor performing the work agrees to complete the project for a fixed amount – no more or less, as stated on the Bid/Price Proposal Form. The lump sum price shall be inclusive of all labor, equipment, supplies, overhead, profit, materials, and any other incidental costs required to perform and complete all work, as specified within the scope, technical specifications, and construction documents.

In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.

The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.

**\*\*Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.\*\***

***Fuel Site Service and Repair***

***Repair Parts (Not part of Basis of Award)***

Item	Description	Unit of Measure	Percentage
1	Repair Parts	Cost Plus % Mark up	

***Labor Rates***

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	Routine Service	Hour	230		
<b>SUBTOTAL: LABOR RATES</b>				<b>\$</b>	

***Service Rate***

Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1	Service Rate	Per Trip	1		
<b>SUBTOTAL: SERVICE RATE</b>				<b>\$</b>	

***BID SUMMARY***

<b>PROJECT TOTAL</b>		<b>\$</b>
<b>(Labor Rates Subtotal + Service Rate Subtotal)</b>		

\*\*Quantities are not guaranteed. Final payment will be based on actual quantities

**PROJECT TOTAL:** \_\_\_\_\_  
(Use Words to Write Total)

**EXHIBIT B  
FEE SCHEDULE**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PERCENTAGE</u>
<i>Repair Parts</i>			
1	Repair Parts	Cost Plus % Mark Up	\$0.15
<i>Labor Rates</i>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	Routine Service	Hour	\$85.00
<i>Service Rate</i>			
<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
1	Service Rate	Per Trip	\$141.00

## EXHIBIT C INSURANCE REQUIREMENTS



### Lee County 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

- h. **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); or
- \$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 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

***\*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."***



## Lee County 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. **Under the Description of Operations, the following must read as listed:**

*"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."*

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida  
P.O. Box 398  
Fort Myers, Florida 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 ensure that all subcontractors comply with all insurance requirements.

**EXHIBIT D  
VENDOR BACKGROUND SCREENING AFFIDAVIT**



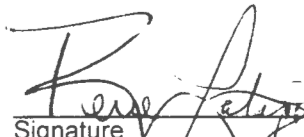
**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 11-7-2023

  
\_\_\_\_\_  
Signature

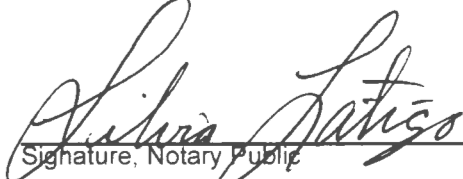
Rene Latigo/President  
\_\_\_\_\_  
Name/Title

STATE OF Florida  
COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 7th day of November, 2023, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification:

\_\_\_\_\_  
Type of Identification

[Stamp/seal required]

  
\_\_\_\_\_  
Signature, Notary Public

