

## **AGREEMENT FOR FUEL & TANK CLEANING/INSPECTION**

**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 Tank Wizards Inc., a Florida corporation authorized to do business in the State of Florida, whose address is 7619 Coral Drive, West Melbourne, FL 32904, and whose federal tax identification number is 46-4288467, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase fuel and tank cleaning and polishing services from the Vendor in connection with "Fuel & Tank Cleaning/Inspection" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B220376LLP on July 21, 2022 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on September 1, 2022; 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 5, 9 and 11 of the Scope of Work and Specifications sections of Solicitation No. B220376LLP, 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, 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 for a period of one (1), three (3) year period. The County

reserves the right to renew this Agreement for up to one (1), additional, three (3) year period, upon written mutual agreement of both parties. The effective date shall be the date the Lee County Board of County 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 reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within 10 days.
- D. 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. STOP WORK ORDER**

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

#### **XV. 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.

#### **XVI. 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. 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

- I. 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: Wendall Stroder  
 Title: President/Owner  
 Address: 7619 Coral Drove  
W. Melbourne, FL 32904  
 Telephone: 321/285-8878  
 Facsimile: \_\_\_\_\_  
 Email: wendall@tankwizards.com

County's Representative

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Procurement Management Director</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>
Email:	<u><a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a></u>	<u><a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a></u>

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. 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: *Michelle Foye*  
Print Name: Michelle Foye

**TANK WIZARDS, INC.**

Signed By: *[Signature]*  
Print Name: Wendell Stroder  
Title: President  
Date: 7/13/22



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *[Signature]*  
CHAIR

DATE: 10/25/22

*Ray Sandelli*  
Vice-chair

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: *[Signature]*

**Chris Jagodzinski**

**Deputy Clerk**

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

BY: *[Signature]*  
OFFICE OF THE COUNTY ATTORNEY

# **EXHIBIT A**

## **SCOPE OF WORK AND SPECIFICATIONS**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **1. GENERAL SCOPE OF WORK**

- 1.1 Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide fuel tank cleaning and fuel polishing services to the County on an as needed basis.
- 1.2 The list found in Attachment 1 is a description of the tanks and locations covered under this Agreement. Site locations and fuel tanks may be added or deleted to this Agreement, as necessary. All Gallon capacities referenced in Attachment 1 represent tank capacity and should not be representative of actual gallon of fuel contained therein or to be cleaned.

#### **2. GENERAL INFORMATION**

- 2.1 Vendor shall furnish and bear all expenses for labor, materials, supervision, equipment, permitting, transportation, insurance, and tools to perform all services as required under this Agreement.
- 2.2 The Vendor shall supply a minimum of two (2) workers, for a given project, depending on project needs. The County is unable to supply the Vendor with a helper when performing contractual duties.
  - 2.2.1 The Vendor shall be fully responsible for all safety measures relating to cleaning and polishing processes. This includes, but is not limited to, the provision of adequate ventilation arrangements in confined spaces to deal with any hazardous atmospheres created by the processes, the earthing and bonding of equipment and the provision of the correct personal and respiratory protective equipment for the working environment.
- 2.3 Vendor shall provide emergency service twenty-four (24) hours a day, seven (7) days a week.
- 2.4 This Agreement requires strict adherence to the Florida Administrative Code (FAC) Chapter 62-762 rule: "Above Ground Storage Tank Systems" and 62-761 rule: "Underground Storage Tank Systems". The Vendor shall be considered an expert in the industry and shall provide to the County notifications of changes to compliance requirements for fueling systems, treatment of tanks and management of all fuel storage equipment.
- 2.5 All work shall be performed complying with all recommended safety practices by the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA) and the National Fire Protection Association (NFPA).
- 2.6 Fuel tanks shall be tested and cleaned Monday through Friday 7 AM to 5 PM. Departments can schedule outside this timeframe depending on the need.

#### **3. INVOICES**

- 3.1 Invoices must include the following:
  - Department
  - P.O. Number
  - Work Site
  - Address
  - The body of the invoice shall state the detailed work completed.

#### **4. QUALIFICATIONS**

- 4.1 Vendor shall have a minimum of three (3) years' experience and provide three (3) references of similar size and scope.
- 4.2 Hold the current registrations listed below from the Florida Department of Environmental Protection (FDEP):
  - Used Oil Transporter
  - Transfer Facility
  - Filter Transporter
  - Filter Transfer Facility
- 4.2.1 Copy of Registration should be submitted with the bid submittal or within three (3) days of the County's request. Annual renewals must be maintained by the Vendor during the entire Agreement period. Failure to provide current registration within the required timeframe may result in the County deeming the Vendor as non-responsive.

4.2.2 Any subcontractors employed by the Vendor shall be licensed and insured and ensuring their performance in accordance with the requirements of this solicitations is the responsibility of the Vendor.

## 9. DEPARTMENTS

Each Department has different needs and the schedules as listed below:

### 10.1 Utilities

10.1.1 Testing is required on diesel fuel tanks over 1,000 gallons every six-months.

10.1.2 Fuel polishing is on an as needed basis.

### 10.2 Facilities Construction & Management

10.2.1 Testing is required on diesel fuel tanks over 500 gallons annually.

10.2.2 Fuel polishing is on an as needed basis except for the following locations, these facilities will receive fuel polishing immediately after the fuel test.

- Emergency Operations Center
- Public Safety Building
- Emergency Communication Center

### 10.3 Fleet

10.3.1 Fuel testing and polishing will be on an as needed basis for the fuel tanks at the Fleet facility.

10.3.2 Fuel testing for the backup generators will be annually.

10.3.3 Fuel Polishing for the backup generators will be on an as needed basis.

## 11. ADDITIONAL INSTRUCTIONS

11.1 Since the County's infrastructure is always evolving, the locations, quantities, types, and physical locations of fuel storage systems serviced by this Agreement may change over time. The County shall keep the Vendor apprised of such changes as they occur. The County reserves the right to add/delete locations and units.

11.2 When a County representative requests the services of draining any used or wasted petroleum products from a tank or container, the Vendor shall remove the contents of the tank with no more than two (2) inches of remaining contents.

## 5. TECHNICAL SPECIFICATIONS

### 5.1 TESTING/AUDIT PROCESS

5.1.1 Complete a field report of the fuel and covered equipment's condition, including, but not limited to:

- Emergency vents
- Vent tube
- Fuel gauge
- Fill cap
- Drop/fill tubes
- Gaskets

5.1.2 Take a fuel sample from the bottom part of the tank and conduct an interior video inspection of tank.

### 5.2 ANALYSIS REPORTS

5.2.1 Provide an analysis report, analysis testing to include:

- 3.3.1. Bacteria, sediment & water percentage volume
- 3.3.2. API Gravity @ 60F
- 3.3.3. IBP ASTM D86
- 3.3.4. Distillation percentage recovered at 10-percent, 50-percent, and 90-percent
- 3.3.5. End point
- 3.3.6. Percent residue
- 3.3.7. Cetane
- 3.3.8. Sulfur (in ppm)
- 3.3.9. Bacteria

5.2.2 Vendor shall supply all analysis results to the County designee, this includes pre-samples. The County designee will decide if fuel polishing by filtering the fuel or by fuel extraction is required. If fuel extraction is required, Vendor must possess all licenses and current certification required by any governing bodies.

### 5.3 CLEANING/POLISHING PLUS INHIBITOR / FINAL ANALYSIS

#### 5.3.1 Fuel Polishing (filtering the fuel)

5.3.2 Vendor shall complete a six-stage closed loop filtration system, or similar system, to include:

- 0.5/1-micron bag filter under suction
- (3) 1-micron bag filters under suction
- Filtration from 1 to 0.5-micron canister; under pressure
- Oil/water separation through coalescing unit; under pressure
- Final pass through (2) water absorption filters

5.3.3 The Vendor shall set up suction and discharge hoses to create a flow through filtration process. Fuel shall be drawn from the low point, processed through the filtration unit, and returned to the opposite end of the tank. During the suction process, the Vendor shall move the suction wand around the tank to reach as much of the tank residues as possible. The amount of fuel within each tank shall be turned over (or processed) as many times as necessary, until the fuel is clean:

- 500-gallons processed three (3) times equals 1,500 gallons filtered. Fuel filter size shall be determined based on the quantity and type of contaminants. The final filtration shall be with a two (2) to five (5) micron level and treated with FQS 1.5 Biocide and a Fuel Catalyst with lubricity enhancer (Power Max Plus) to rebuild the fuel.

5.3.4 Remove water, microbiological growth, and sludge contamination from covered equipment.

5.3.5 Add bacterial and fungal growth inhibitor to tank two (2) to three (3) weeks before cleaning and right after cleaning.

5.3.6 Properly dispose of sludge, waste and waste associated to the service

5.3.7 Verify proper operation.

5.3.8 Vendor shall sample the bottom of the tank after the filtering is complete to verify all contaminants have been removed and an analysis will be done of the fuel checking the following:

- Octane and cetane levels
- Particulate levels
- Microbe test
- A fuel sample will be sent to a third-party laboratory for additional ASTM Analysis.

### 5.4 DISPOSAL

5.4.1 If fuel and waste is extracted from a fuel tank, it is considered hazardous waste and shall only be handled by a company authorized to do so. All hazardous waste must be disposed of at an approved regulated facility.

5.4.2 Vendor shall transport and dispose of any used or wasted petroleum products in accordance with all applicable local, county, state, and/or federal regulations. Vendor shall provide proof of registered Used Oil Handlers approval as required in Section 4.2.1.

### 5.5 BIOCIDES ADDITIVES

5.5.1 Biocide shall be used to kill microbial growth and the Vendor shall follow manufacturer's instruction for the recommended dose (i.e., one (1) gallon of FQS 1.5 Biocide per 10,000 gal of fuel minimum).

*End of Scope of Work and Specifications Section*

**ATTACHEMENT 1**

<u>Site# Facility Name/Address, City, State, Zip</u>	<u>Site #</u>	<u>Tank #</u>	<u>AST/UST</u>	<u>Install Year</u>	<u>Capacity</u>	<u>Contents</u>
Lee Cnty-Dept Of Trans & Engin #1 190 Evergreen Rd North Fort Myers, FL 33903	1	1	AST	2004	5,200	Unleaded Gas
	1	2	AST	2004	5,200	Vehicular Diesel
Lee Cnty-Corkscrew Wtp 16101 Alico Rd Fort Myers, FL 33913	2	1	AST	1991	2,000	Emerg Generator Diesel
	2	2	AST	1996	6,000	Emerg Generator Diesel
Lee Cnty AWWTP-Fiesta Village 1366 San Saudi Dr Fort Myers, FL 33919	3	1	AST	2012	2,000	
	3	2	AST	2015	4,600	Emerg Generator Diesel
Lee Cnty Wtp- Waterway 4271 Saint Clair Ave W North Fort Myers, FL 33903	4	1	AST	1985	1,800	
	4	2	AST	2012	2,000	Emerg Generator Diesel
Lee Cnty WTP-Green Meadows Reeves Rd Fort Myers, FL 33912	5	1	AST	2007	6,000	Emerg Generator Diesel
Lee Cnty Util-S Water Dist 6500 South Ponte Blvd Fort Myers, FL 33333	6	1	AST	1997	1,000	Emerg Generator Diesel
Lee Cnty Util-Olga WTP 1450 Werner Dr Alva, FL 33920	7	1	AST	1998	6,000	Emerg Generator Diesel
Lee Cnty Util-N Water Dist 7351 Samville Rd North Fort Myers, FL 33902	8	1	AST	1998	6,000	
Lee Cnty-WW Collection Pump Stat #482, Sr 80 Fort Myers, FL 33905	9	1	AST	1997	2,000	Emerg Generator Diesel
Lee Cnty-WW Collection Pump Stat #480 Ballard Rd & Markland Fort Myers, FL 33916	10	1	AST	1997	3,000	Emerg Generator Diesel
Lee CntyWw Collection Pump Stat #481 SR 80 & Louise St Fort Myers, FL 33905	11	1	AST	1997	2,000	Emerg Generator Diesel
Lee Cnty Justice Ctr 1700 Monroe St Fort Myers, FL 33902	12	1	UST	2005	15,000	Emerg Generator Diesel
	12	2	UST	2003	6,000	Emerg Generator Diesel
Lee Cnty-Vehicle Maint 2955 Van Buren St Fort Myers, FL 33901	13	1	UST	1991	10,000	Unleaded Gas
	13	2	UST	1991	4,000	Vehicular Diesel
	13	3	UST	1991	10,000	Waste Oil
	13	4	AST	2005	1,000	Emerg Generator Diesel
	13	5	AST	2007	1,000	New/Lube Oil
Lee Cnty Lehigh Depot 6501 Industry Ave Lehigh Acres, FL 33936	14	1	AST	1993	500	Unleaded Gas
	14	2	AST	1993	2,000	Vehicular Diesel
Lee Cnty-Solid Waste Resource Recovery Fac 10500 Buckingham Rd Fort Myers, FL 33905	15	1	AST	1994	1,000	Vehicular Diesel
	15	2	AST	2010	10,000	Vehicular Diesel
	15	3	AST	2010	2,000	Unleaded Gas

**ATTACHEMENT 1**

<u>Site#</u>	<u>Facility Name/Address, City, State, Zip</u>	<u>Site #</u>	<u>Tank #</u>	<u>AST/UST</u>	<u>Install Year</u>	<u>Capacity</u>	<u>Contents</u>
	Midpoint Toll Plaza 1930 SE 23rd Ter Cape Coral, FL 33990	16	1	AST	1997	1,000	Emerg Generator Diesel
	Lee Cnty-WWTP 17155 Pine Ridge Rd Fort Myers, FL 33931	17	1	AST	1999	10,000	Emerg Generator Diesel
	Lee Cnty Dot-operations Ctr 5560 Zip Dr Fort Myers, FL 33905	18	1	AST	2004	10,000	Unleaded Gas
		18	2	AST	2000	10,000	Vehicular Diesel
	Lee Cnty-Pine Island WWTP 6928 Stnngfellow Rd St James City, FL 33956	19	1	AST	2001	2,175	Emerg Generator Diesel
	Lee Hendry Regional Solid Waste Disposal Fac 5500 Church Rd Felda, FL 33930	20	1	AST	2002	8,000	Vehicular Diesel
		20	2	AST	2015	8,000	Vehicular Diesel
	Lee Cnty-Three Oaks Wwtp 18521 Three Oaks Pkwy Estero, FL 33928	21	1	AST	1994	250	
		21	2	AST	2000	150	
		21	3	AST	2003	1,400	
	Lee Cnty-Pinewoods Wtp 11950 Corkscrew Rd Estero, FL 33928	22	1	AST	2008	7,200	Emerg Generator Diesel
		22	2	AST	2003	1,400	
	Lee Cnty-Gateway Wwtp 13240 Griffin Drive Fort Myers, FL 33913	23	1	AST	1999	1,000	
		23	2	AST	2010	6,000	Emerg Generator Diesel
	Lee Cnty-Medical Examiner 70 Danley Dr Fort Myers, FL 33333	24	1	AST	2004	2,500	Emerg Generator Diesel
	Lee Cnty-WW Collection Pump Station #263 806 South St Fort Myers, FL 33931	25	1	AST	2003	1,000	Emerg Generator Diesel
	Cape Coral City Toll Plaza 10100 College Pkwy Fort Myers, FL 33931	26	1	AST	2007	1,000	
	Lee Cnty Public Safety Bldg 14750 Six Mile Cypress Pky Fort Myers, FL 33912	27	1	AST	2007	10,000	Emerg Generator Diesel
	Lee Cnty Stockade 2501 Ortiz Ave Fort Myers, FL 33905	28	1	AST	2001	2,000	Emerg Generator Diesel
		28	2	AST	2008	8,000	Emerg Generator Diesel
		28	3	AST	2004	5,200	Emerg Generator Diesel
	Lee Cnty-Gun Range Site B 6570 East Ave Fort Myers, FL 33905	29	1	AST	2005	2,000	Emerg Generator Diesel
	Lee Cnty Bocc-Airport Haul Reservoir 16000 Airport Haul Rd Fort Myers, FL 33912	30	1	AST	2005	6,000	Emerg Generator Diesel
		30	2	AST	2009	6,000	Emerg Generator Diesel



**ATTACHEMENT 1**

<u>Site#</u> <u>Facility Name/Address</u> <u>City</u> <u>State</u> <u>Zip</u>	<u>Site #</u>	<u>Tank #</u>	<u>AST/UST</u>	<u>Install Year</u>	<u>Capacity</u>	<u>Contents</u>
Lee Cnty-North Lee Cnty Ro Wtp	31	1	AST	2005	12,000	Emerg Generator Diesel
18250 Durrance Rd	31	2	AST	2005	3,000	Emerg Generator Diesel
North Fort Myers, FL 33917	31	3	AST	2011	4,500	Emerg Generator Diesel
Lee Cnty-Emerg Oper Ctr	32	1	AST	2016	1,845	
2665 Ortiz Ave	32	2	AST	2012	12,000	Emerg Generator Diesel
Fort Myers, FL 33905	32	3	AST	2012	12,000	Emerg Generator Diesel
	32	4	AST	2012	12,000	Emerg Generator Diesel
Lee Cnty-Sanibel Toll Fac	33	1	AST	2007	1,000	Generator/Pump Diesel
18700 McGregor Blvd						
Fort Myers, FL 33908						
Lee Cnty Bocc - Pine Ridge Rd Govt Complex	34	1	AST	2009	6,000	Unleaded Gas
15660 Pine Ridge Road	34	2	AST	2009	6,000	Generator/Pump Diesel
Fort Myers, FL 33908						
Lee Cnty Administration East	35	1	AST	2009	3,000	Emerg Generator Diesel
2201 Second Street						
Fort Myers, FL 33901						
Lee County 5 Plex Player Development Facility	36	1	AST	2009	500	Diesel/Unleaded Gasoline
4301 Edison Ave						
Fort Myers, FL 33916						
Lee Cnty BoCC-EMS Hangar Fac	37	1	AST	2009	1,475	Emerg Generator Diesel
2390 N. Airport Road						
Fort Myers, FL 33907						
Public Works Bldg	38	1	AST	2009	300	Diesel
1500 Monroe Street						
Fort Myers, FL 33901						
Lee County Constitutional Bldg	39	1	AST	2009	500	Diesel
2480 Thompson Street						
Fort Myers, FL 33901						
Lee Cnty Admin Bldg	40	1	AST	2010	1,400	Emerg Generator Diesel
2115 Second Street						
Fort Myers, FL 33901						
Lee Cnty-San Carlos Wwp	41	1	AST	2006	366	Emerg Generator Diesel
18078 Cypress Point Rd						
Fort Myers, FL 33967						
Lee Cnty Bocc-Lift Stat #2237	42	1	AST	2005	600	Emerg Generator Diesel
17061 John Morris Rd						
Fort Myers, FL 33908						
Lee Cnty Bocc-Lift Stat #3345	43	1	AST	2012	600	Emerg Generator Diesel
12720 Metro Pkwy						
Fort Myers, FL 33966						
Lee Cnty Bocc-Lift Stat #6600	44	1	AST	2012	1,000	Emerg Generator Diesel
779 Pondella Rd						
Fort Myers, FL 33903						
Lee Cnty Bocc-Lift Stat #4467	45	1	AST	2013	600	Emerg Generator Diesel
4481 Underwood Drive						
Fort Myers, FL 33905						
Nfm Rec Ctr	46	1	AST	2013	600	Emerg Generator Diesel
2000 N Recreation Pkwy	46	2	AST	2013	3,000	Emerg Generator Diesel
North Fort Myers, FL 33903						
Lee Cnty Emer Opr-Bonita Springs Ymca	47	1	AST	2003	750	Emerg Generator Diesel
27200 Kent Road						
Bonita Springs, FL 34135						

**ATTACHEMENT 1**

<u>Site# Facility Name/Address, City, State, Zip</u>	<u>Site #</u>	<u>Tank #</u>	<u>AST/UST</u>	<u>Install Year</u>	<u>Capacity</u>	<u>Contents</u>
Lee Tran-Admin-Oper & Maint Facility 3401 Metro Parkway Fort Myers, FL 33901	48	1	AST	2014	20,000	Vehicular Diesel
	48	2	AST	2014	20,000	Vehicular Diesel
	48	3	AST	2014	10,000	Unleaded Gas
	48	4	AST	2014	10,000	Emerg Generator Diesel
	48	5	AST	2014	1,000	Waste Oil
Lee Cnty Transit System 6035 Landing View Rd Fort Myers, FL 33905	49	1	AST	1993	1,000	Waste Oil
	49	2	AST	1996	4,000	Unleaded Gas
	49	3	AST	1996	20,000	Vehicular Diesel
Estero Recreation Center 9200 Corkscrew Palms Blvd Estero, FL 33928	50	1	AST	2005	3,000	Emerg Generator Diesel
Lee Bocc-Emer Opr-Germain Arena 11000 Everblades Pkwy Estero, FL 33928	51	1	AST	2015	4,000	Emerg Generator Diesel

## 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 commodity or services 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 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* of the most responsive, responsible, and qualified Vendor meeting all bid specifications.

2.2 Vendors shall bid all line items within both categories (*Fuel & Tank Cleaning/Inspection, Biocide Additives*). Failure to do so may result in a non-responsive determination at the County's discretion.

### 3. ESTIMATED QUANTITIES

3.1 Quantities provided on the bid schedule are estimated. Services for each location will be on an as needed basis as determined by the County.

### 4. PRICING

4.1 This is an annual contract, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by the issuance of a Purchase Order, by the requesting department(s) or other government entity.

### 5. ANNUAL PRICE ADJUSTMENTS

5.1 Price adjustments, if agreed to by the County, (whether an increase or decrease) will be based on the change in the Consumer Price Index for the preceding 12-months as calculated and published by the United States Department of Labor.

### 6. REQUIRED SUBMITTALS/DOCUMENTATION

6.1 Vendor is requested to provide with bid submittal the below items. The County reserves the right to request additional documentation of clarification at any point prior to award and during term of 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.

6.1.1 Primary contact number, name and 24/7 emergency contact number.

6.1.2 Verification of registration as a Used Oil Transporter, Transfer Facility, Filter Transporter, and Filter Transfer Facility by the Florida Department of Environmental Protection (FDEP). (40 CFR 279.40 & 49 CFR 171-180)

*End of Special Conditions Section*

**EXHIBIT B  
FEE SCHEDULE**

<b>FUEL &amp; TANK CLEANING/INSPECTION</b>					
<b>CATEGORY 1: FUEL &amp; TANK CLEANING/INSPECTION</b>					
<i>ITEM</i>	<i>TANK SIZE (GAL.)</i>	<i>TESTING/AUDIT FEE</i>	<i>ANALYSIS REPORTS</i>	<i>CLEANING / POLISHING PLUS INHIBITOR/FINAL ANALYSIS</i>	<i>DISPOSAL FEE</i>
1.01	0-500	\$ 300.00	INCLUDED	\$ 750.00	\$ 1.19
1.02	501-1000	\$ 300.00	INCLUDED	\$ 1,000.00	\$ 1.19
1.03	1001-2500	\$ 300.00	INCLUDED	\$ 1,500.00	\$ 1.19
1.04	2501-4000	\$ 300.00	INCLUDED	\$ 2,000.00	\$ 1.19
1.05	4001-7000	\$ 300.00	INCLUDED	\$ 2,500.00	\$ 1.19
1.06	7001-9000	\$ 300.00	INCLUDED	\$ 3,000.00	\$ 1.19
1.07	9001-10500	\$ 300.00	INCLUDED	\$ 3,300.00	\$ 1.19
1.08	10501-12000	\$ 300.00	INCLUDED	\$ 3,500.00	\$ 1.19
1.09	12001-14000	\$ 300.00	INCLUDED	\$ 4,000.00	\$ 1.19
1.10	14000-16500	\$ 300.00	INCLUDED	\$ 4,750.00	\$ 1.19
1.11	>16501	\$ 300.00	INCLUDED	\$ 5,500.00	\$ 1.19
<b>CATEGORY 2: BIOCIDES ADDITIVES</b>					
<b>Brand of Biocide:</b>		FQS 1.5			
<b>Type of Biocide:</b>		Microbicide Antimicrobial			
<b>Treat Rate:</b>		1:10,000			
<b>Description</b>		<b>Price</b>			
<b>Biocide Treatment per 100 gallons of fuel treated:</b>		\$ 28.60			
<b>Name of Disposal Site</b>		Aqua Clean Environmental and Petrotech Southeast			

**EXHIBIT C  
INSURANCE REQUIREMENTS**



**Lee County Insurance Requirements  
including Pollution Liability**

**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."*

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**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.



**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: 9/13/2022

Signature

STATE OF Florida  
COUNTY OF Brevard

Wendell Stradens Pres  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 13<sup>th</sup> day of September, 2022 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

