LAKE COUNTY
FLORIDA

CONTRACT NO. 09-0814

For **Lubricants and Oils**

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Port Consolidated, Inc.** (hereinafter "Contractor") to supply Lubricants and Oils to the County pursuant to County Bid number **09-0814** (hereinafter "Bid"), -opening dated April 22, 2009 and Contractor's April 17, 2009 Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation shall accrue against the County until Contractor shall make delivery pursuant to order of the County Procurement Services Director.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: N/A

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from **June 1, 2009** through **May 31, 2010** except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Lorraine Johnson
Procurement Services Supervisor

Date: June 10, 2009

Distribution: Original-Bid File
Copy-Contractor
Copy-Fleet, MC, EU, Public Works-Parks, Public Safety, Public Works Roads
Copy-Contracting Officer

Johnson, Roseann

From: Michael Griffith [mgriffith@PortConsolidated.com]
Sent: Wednesday, June 10, 2009 7:54 AM
To: Johnson, Roseann
Subject: Lubricant Bid

Roseann,

I enjoyed meeting with you again yesterday. I reviewed the line items you asked about.

I have corrected line item #7 to a unit price of $2.44, extended price of $29.28. This was bid incorrectly.

I don't have room in the other items to move at this time.

Thank you and have a great day.

Michael Griffith
Port Consolidated Inc
Vice President
(813) 751-7703 (cell)

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

LUBRICANTS AND OILS

ITB Number:	09-0814	**Contracting Officer:**	Roseann Johnson
Bid Opening Date:	April 22, 2009	**Pre-Bid Date:**	Not applicable for this ITB
Bid Opening Time:	3:00 pm	**Issue Date:**	March 30, 2009

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

Proposal and/or Performance Bond:	Not applicable for this ITB
Certificate of Competency/License:	Not applicable for this ITB
Indemnification/Insurance:	Section 1.8
Pre-Bid Conference/Walk-Thru:	Not applicable for this ITB

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services within ten (10) working days after the official bid opening date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the formal contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service

☐ Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

Section 1.1: Purpose

The purpose of this solicitation is to establish a contract for the purchase of lubricants and oils in conjunction with the County's needs.

This is an indefinite quantity contract with no maximum limitation on the quantity of product to be ordered. To ensure inclusion of consideration in the resulting contract document, and assuming adequate performance by the selected vendor(s), the County does guarantee a minimum ordering quantity equating to a value of not less than $5,000 under any contract resulting from this solicitation.

Section 1.2: Designated Procurement Representative

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. Questions should be submitted no later than five (5) working days before the bid opening date.

Roseann Johnson, CPM, CPPB, Procurement Services Supervisor
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 416
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: rjohnson@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

Section 1.3: Method of Award in the County's Best Interests

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all offers or waive any minor irregularity or technicality in bids received.

This request may be awarded to multiple bidders. The successful bidder(s) shall be notified by contract.

Section 1.4: Pre-Bid Conference / Site Visits

Not applicable to this solicitation

Section 1.5: Term of Contract – Twelve (12) Months

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

Section 1.6: Option to Renew for four (4) Additional One (1) Year Periods (With Manufacturers Price Adjustment)

Prior to, or upon completion, of the initial term of the contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County will consider adjustment to price based on an applicable Manufacturers Price Increase evidenced by appropriate manufacturer documentation submitted to the County by the vendor in a timely manner.

It is the vendor's responsibility to request any pricing adjustment (decreases as well as increases) in writing under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's written request for adjustment shall be submitted prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. If no written adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the bidder. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.6.1: Price Redetermination - Fuel

If the below-identified price index for fuel (gas and/or diesel as applicable to the vendor's operation) increases by ten percent (10%) or more from the price index in effect on the beginning date of any contract resulting from this solicitation, the vendor may petition the Procurement Services Director in writing for an appropriate increase in the contract price(s). Any increase in the contract price(s) will be applied considering the relation of fuel cost to the contractor's total cost for the contracted product or service.

Any price re-determination will be solely based upon the percentage change between the base index and the current month index as documented by the:

State of Florida Department of Management Services
http://dms.myflorida.com/business_operations/state_purchasing/vendor_information/state_contra

cts agreements and price lists/state term contracts/gasoline and fuel oil/price sheets daily price/price sheets current pricing for unleaded gas, Florida PAD 1, Orlando

The base index will be the index number for the month prior to the solicitation closing date. The current month index will be the last month's index published before the request for a price re-determination is made.

The vendor shall provide (in writing) a cost analysis as described below for each contract price for which the vendor is requesting adjustment. This analysis must include the percentage increase calculation between the base and current month indices; a clear and detailed representation of the fuel cost component of any contract price for which an adjustment is requested; and a calculation showing the original contract price, the requested adjustment, and the proposed revised price. As an example: if the fuel index increases by twelve percent (12%) and the fuel cost accounts for ten percent (10%) of the cost of the product or service, then the contract price may be increased by 1.2 % *(0.12 / 0.10)*. The vendor may submit additional clarifying or justifying information for the County's consideration. Failure to provide sufficient detail in the manner described above shall result in rejection of the vendor's request for pricing adjustment.

If the Procurement Services Director grants any increase in any contract price based upon this clause, the increased price(s) may be adjusted downward on a unilateral basis by the County if the fuel index (es) used to support any previous increase then decrease by ten percent (10%) or more. Any such decrease will be based on the calculations submitted by the vendor pertaining to any previous price increase.

This clause may be used in addition to any other price redetermination clause in this invitation/contract.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

Section 1.8: Insurance

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, **with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County,** insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the **Occurrence Form** Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$500,000
Products-Completed Operations	$500,000
Personal & Adv. Injury	$500,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$300,000
or	
Bodily Injury (per person)	**$100,000**
Bodily Injury (per accident)	**$300,000**
Property Damage	$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain

workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	**$100,000**
Disease-Each Employee	**$100,000**
Disease-Policy Limit	**$500,000**

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $500,000 and annual aggregate of $1,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: $ —
Garage Keepers Liability at coverage value: $ —

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on **all applicable liability insurance policies.**

The certificate(s) of insurance shall provide for a minimum of **sixty (60)** days prior written notice to the County of any **change, cancellation, or nonrenewal** of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured

retentions **or the vendor or subcontractor** shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible **or self-insured retention** in any insurance policy. The payment of such deductible **or self-insured retention** shall be the sole responsibility of the vendor and/or sub contractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor **or Subcontractor(s)**, nor a failure to disapprove that insurance, shall relieve the vendor **or Subcontractor(s)** of full responsibility **for** liability, damages, and accidents as set forth herein.

Section 1.9: Bonding Requirements

Not applicable to this solicitation

Section 1.10: Deliveries

The vendor shall make deliveries within three (3) calendar days on orders for stock and within twenty four (24) hours on emergency orders. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County.

Should the vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent vendor with any re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The vendor shall maintain a copy of the authorization. If the vendor is in doubt about any aspect of material pick-up, vendor shall contact the appropriate user department to confirm the authorization.

Backordered goods still on backorder thirty (30) calendar days beyond the contract expiration date shall be considered canceled any subsequent deliveries shall be refused.

Section 1.10.1: Shipping Terms

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY.** The title for each item will pass from the contractor to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

Section 1.10.2: Packing Slip/Delivery Ticket

The vendor shall enclose a complete packing slip or delivery ticket with any items to be delivered in conjunction with this solicitation. The packing slip shall be attached to the shipping carton(s) which contain the items and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and backorder quantities and estimated delivery of backorders if applicable.

Section 1.11: Acceptance of Product by the County

The product(s) to be provided hereunder shall be delivered to the County, and maintained if applicable to the contract, in full compliance with the specifications and requirements set forth in this contract. If a vendor-provided product is determined to not meet the specifications and requirements of this contract, either prior to acceptance or upon initial inspection, the item will be returned, at vendor expense, to the vendor. At the County's own option, the vendor shall either provide a direct replacement for the item, or provide a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause.

Section 1.12: Warranty

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the motor oils, lubricants, greases and any other products furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

If any damage results to equipment and/or parts directly caused by a deficiency of any product, the vendor shall pay for the repair to the equipment and/or parts, provided the equipment was used under normal operating conditions and maintained according to the equipment manufacturer's recommendations.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

Section 1.13.: Delivery of Solicitation Response

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (Fed-Ex, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Procurement Services Office prior to the date and time established within the solicitation. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number and title. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the solicitation closing.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES
315 W. MAIN STREET
4TH FLOOR, ROOM 416
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES
PO BOX 7800
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as Fed-Ex, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
418 W. ALFRED STREET
TAVARES, FL 32778

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

Section 1.13.1: Completion Requirements for Invitation to Bid

One (1) signed original bid and two (2) complete copies of the bid submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid opening date and time. Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs

incurred by any Bidder in responding to this ITB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

COMPLETION OF BID PACKAGE: The vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgement of any solicitation addenda. The vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in provision 1.13 of this solicitation. The vendor shall also submit any supporting documents (to include proof of insurabilility and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid (Number)." Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed by filling in the unit price, extension price and total overall bid pricing.
- **Submit product specification sheets with your bid.**
- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

Section 1.14: Additional Facilities

Although this solicitation and resultant contract identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency facility may be added to this contract at the option of the County. When required by the pricing structure of the contract, vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be

awarded to the current contract vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may determine to obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract vendors, or for other reasons at the County's discretion.

Section 1.15: Compliance with Federal Standards

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Section 1.16: Deletion of Facilities

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may delete service for any facility (ies) when such service is no longer required during the contract period, upon fourteen (14) calendar day's written notice to the vendor.

Section 1.17: Emergency Service

The vendor shall be able to provide emergency service to the County during declared disasters under the contract. It is hereby made part of this ITB that before, during and after a public emergency, disaster, hurricane, flood or other acts of God or by man that Lake County shall require a "first Priority" basis for goods and/or services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens the public health and safety. Vendor/Contractor agrees to sell all goods and services to the County or other governmental entities as opposed to a private citizen on a first priority basis. The County expects to pay contractual prices for all products required during an emergency situation. The vendor/contractor shall note on the bid sheet a twenty four (24) hour phone number in the event of such an emergency.

Section 1.18: "Equal" Product

If a product or service requested by this ITB has been identified in the specifications by a brand name, and has not been notated as a "No Substitute" item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. Vendors offering an alternate product will be considered for award if such product is clearly identified in the bid or proposal and is determined by the County to fully meet the salient characteristic requirements listed in the specifications. An alternate product will not be considered for any item notated "No Substitute".

Unless the vendor clearly indicates in its bid or proposal that it is proposing an alternate product, the bid or proposal shall be considered as offering the same brand name referenced in the specifications.

If the vendor proposes to furnish an alternate product or service, the brand name of the product or service to be furnished shall be clearly identified. The evaluation of the bid or proposal and the determination as to acceptability of the alternate product or service shall be the responsibility of the County and will be based upon information furnished by the vendor. The County will not be responsible for locating or securing any information which is not included in the bid or proposal. To ensure that sufficient information is available, the vendor shall furnish as part of the bid or proposal all descriptive material necessary for the County to determine whether the product offered meets the salient characteristics required by the specifications.

Section 1.19: Licenses, Permits and Fees

The vendor shall obtain and pay for all licenses, permits and inspection fees required for this project and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection fees, or inspections shall be borne by the vendor.

Section 1.20: Limited Contract Extension to Maintain Service Levels

It is hereby agreed and understood that this contract may be extended for an additional thirty (30) day transitional period after the stated expiration date of the contract including any contract extensions exercised under the initially established option period terms of the contract. During this transitional period the vendor agrees to continue the same or a reduced level (if such reduction is mutually agreed to and appropriately documented) of service to the County at the same prices while the new contract, also in force, is being mobilized. If the vendor is supplying equipment in conjunction with this contract, the vendor agrees to retain the equipment at the designated County premise for an additional thirty (30) calendar days after the current expiration of the Contract; at which time the equipment shall be removed from the premises. The vendor shall be allowed to invoice the affected County department for this additional period on a pro-rated basis.

Section 1.21: Material Safety Data Sheet (MSDS)

It is a vendor responsibility to ensure that the County has received the latest version of any MSDS required by 29 CFR 1910.1200 with the first shipment of any hazardous material. Also, at any time the content of an MSDS is revised, the vendor shall promptly provide a new MSDS to the County with the new information relevant to the specific material.

Section 1.22: Omission from the Specifications

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

Section 1.23: Patents and Royalties

A. The Contractor, without exception, shall indemnify and hold harmless the County, its employees and officers from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process or article provided by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the County's alteration of the article. The County will provide prompt written notification of a claim of copyright or patent infringement.

B. Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the County the right to continue use of, replace or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the County agrees to return the article on request to the contractor and receive full reimbursement of all monies paid to the Contractor). If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid proposal price(s) include all royalties and/or costs arising from the use of such design, device or materials in any way involved in the work.

C. The Contractor will defend, at its own expense, any action brought against the County to the extent that it is based on a claim that the article supplied by the Contractor under the contract infringes a patent, industrial design, or any other similar right, and the Contractor will pay any costs and damages finally awarded against the County in any such action, where they are attributable to any such claim, but such defense and payments are conditional on the following:

- the Contractor will be notified promptly in writing by the County of any notice of such claim received by the County, and
- the Contractor will have the sole control of the defense of any action or such claims, and all negotiations for its settlement or compromise.

Section 1.24: Purchase of Other Items Not Listed Within this Solicitation Based on Price Quotes

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be ancillary or similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the primary vendor to obtain a price quote for the ancillary items. If there are multiple vendors on the contract, the County representative may also obtain price quotes from these vendors. The County reserves the right to award these ancillary items to the primary contract vendor, another contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

Section 1.25: Rebates and Special Promotions

All rebates and special promotions offered by a manufacturer during the term of the contract shall be passed on by the vendor(s) to the County. It shall be the responsibility of the vendor to notify the County of such rebates and/or special promotions during the contract period.

Special promotions shall be offered by the vendor(s) to the County provided that the new price charged for the item(s) is lower than would otherwise be available through the contract. It is understood that these special promotions may be of a limited duration. At the end of such promotion, the standard contract price shall prevail.

Section 1.26: Shelf Life of Stock

The vendor(s) shall supply the County with fresh stock only and shall insure that items with a limited shelf life are inspected and certified fresh by the vendor prior to shipment to the County.

Section 1.27: Stock Levels

The vendor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the vendor, the County reserves the right to cancel the order, purchase the goods elsewhere, and charge the vendor for any re-procurement costs incurred by the County. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Section 1.28: Substitution of Items

The awarded contractor shall not change the brand bid without the prior written consent of the Office of Procurement Services. Items delivered not as specified shall be returned at no expense to the County.

Substitute brands may be considered during the contract period for discontinued brands. The awarded contractor shall not deliver any substitute item as a replacement to an awarded brand without written consent of the Office of Procurement Services prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only when necessary. Excessive substitution requests may be cause to cancel the contract.

Section 1.29: Testing of Random Samples

Samples of delivered items may be randomly selected and tested for compliance with the specifications contained within this solicitation and resultant contract. If it is found that the delivered commodities do not conform to these specifications, the county shall require replacement within a reasonable length of time. If that extended time frame is not met, the County may then elect to cancel the contract for cause.

Section 1.30: Toxic Substances/Federal "Right To Know" Regulations

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires

notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to **each** User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

Additionally, vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

Section 1.31: Troubleshooting

The successful bidder shall, when requested, promptly provide, at no cost to the County, qualified technical personnel at the job site to assist in solving any problems resulting from the use of the contractor's products.

Section 1:32 Drums

The County shall not pay any deposit on drums. The contractor shall be responsible to pick up all empty drums and either recycle them or properly dispose of them. The contractor shall coordinate with the appropriate fleet manager to establish a schedule for the pick up of the empty drums. The contractor shall take the empty drum when delivering a new drum of any products.

Section 1:33 Samples

Samples of any product shall be furnished upon request for a quality test or comparison without cost to the County.

Section 1:34 Work References

A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirements listed. **Do not** list persons who will be unable to answer specific questions regarding the requirements in this ITB.

Section 1:35 Alternate Sizes

In the event the product manufacturer does not supply the exact size as stipulated on the bid sheet, the bidder may offer an alternate size. For example, if a 50 pound bag is not available, the Bidder may substitute the product manufacturer's 60 pound bag on the bid sheet. Line out the unit of measure on the bid sheet and write in the offered size above the strike out. In such case, award may be made on a unit price basis; example, price per pound.

Section 1:36 Recycled Content

Bidders are encouraged to supply with their bid any information available regarding recycled material content in the products and/or the product packaging. The County also requests any

information regarding any known or potential material content in the products that may be extracted and recycled after the product has served its intended purposes.

Section 1.37: Administrative Reports

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each vendor under this contract is to provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County during the preceding three months.

The reports shall include the quantity, description and unit price(s) of the goods and/or services.

The reports are to be submitted in writing to:
Lake County Office of Procurement Services
Fleet Management Division
Attention: Nikki Wright
PO Box 7800
Tavares, Fl 32778-7800

The reports shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such reports in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

SCOPE OF SERVICES

It is the intent of the County to solicit bids for lubricants and oils for various departments with a mixed fleet of vehicles with diverse ages, operating under diverse conditions. All lubricants and oils proposed shall meet or exceed requirements of major equipment manufacturers including but not limited to: Caterpillar, Detroit Diesel, Cummins, Ford, GMC, Chrysler, Mack and Navistar.

Products shall be of the highest quality with manufacturer guarantees.

All oils proposed shall have a current American Petroleum Institute (API) license number. This shall be listed on the bid sheet for oil proposed.

All containers shall be clearly marked with SAE weight, type, vendor name (in addition to brand name), API or MIL spec., etc.

All oils proposed shall have a current American Petroleum Institute (API) license number. This approval number shall be listed on the bid sheet for all oils proposed.

It is mandatory you furnish product specification sheets with your bid. Failure to do so may result in disqualification of your bid.

The contractor shall deliver new product(s) meeting or exceeding the following specifications:

SPECIFICATIONS:

5W and 10W Motor Oil: This product shall be premium quality motor oil that meets or exceeds the requirements of gasoline engines requiring API Service Classification SM. This oil must be "Energy Conserving" for improved fuel economy and ILSAC GF-4 approved. It must also meet or exceed the Chrysler MS-6395N, Ford WSS-M2C930-A (5W-20) and WSS-M2C929-A (5W-30) and General Motors GM's 6094M specifications.

5W-40 Synthetic Motor Oil: This product shall be 100% synthetic premium quality motor oil that meets or exceeds the requirements of diesel and gasoline engines requiring API Service Classification CJ-4 and SM. This oil must be formulated for the new low emissions engines using exhaust gas recirculation (EGR) and diesel particulate filters (DPF) as well as pre-2007 engines. It must be designed for use in turbocharged and naturally aspirated diesel engines. This product must meet or exceed the following specifications: CAT ECF-3, Cummins CES 20081, Detroit Diesel Power Guard 93K218, Mack EO-O Premium Plus, Mercedes Benz 228.3, Volvo VDS-4, and Navistar/International.

5W and 10W Synthetic Blend Motor Oil: This product shall be minimum 30% synthetic Group 3 base stock that meets or exceeds the requirements of gasoline engines requiring API Service Classification SM. This oil must be "energy conserving" for improved fuel economy and ILSAC GF-4 approved.

30W Motor Oil: This product shall be premium quality motor oil that meets or exceeds the requirements of diesel AND gasoline engines requiring an API Service Classification CF and SL. This oil shall meet or exceed the specifications of CAT TO-2.

40W Motor Oil: This product shall be premium quality motor oil that meets or exceeds the requirements of diesel AND gasoline engines requiring an API Service Classification CF and SL. This oil shall be designed for use in both turbocharged and naturally aspirated diesel engines. This product shall meet or exceed the specifications of CAT TO-2.

15W-40 Motor Oil: This product shall be premium quality motor oil that meets or exceeds the requirements of diesel and gasoline engines requiring API Service Classification CJ-4 and SM. This oil shall be designed for use in both turbocharged and naturally aspirated diesel engines. It must meet or exceed the specifications of CAT ECF-3, Cummins CES 20081, Detroit Diesel Power Guard 93K218, Mack EO-0 Premium Plus, Mercedes Benz 228.3, Volvo VDS-4, and Navistar/International.

Non-Detergent 30W and 10W Motor Oil: This product shall be premium quality motor oil that meets or exceeds the API Service Classification SA.

Dexron® III/Mercon® Transmission Fluid: This product shall meet or exceed the automatic transmission requirements of General Motors (Dexron® III) and Ford (Mercon®) vehicles manufactured **PRIOR to 2006**. This product must meet the Allison C-4 and CAT TO-2 specifications. Dexron® is a registered trademark of General Motors Corp. Mercon® is a registered trademark of Ford Motor Company.

Dexron® VI Transmission Fluid: This product shall meet or exceed the specifications of General Motors automatic transmissions produced for model year 2006 and beyond. This fluid must meet General Motors Specification GMN10060.
Dexron® VI is a registered trademark of General Motors Corp.

Synthetic Transmission Fluid: This product shall be 100% synthetic premium quality transmission fluid that meets or exceeds the Allison TES 295 specification. The TES 295 Approval Number and/or the Allison Approved TES 295 Logo **MUST** be provided with the product's submittal.

GL-5 Automotive Gear Oils 85W-140 and 80W-90: This product shall be premium quality gear oil for use in fleets with conventional differentials, transmissions, and steering gears. This oil must meet or exceed the API Service Classification GL-5, GL-4, and MT-1. It must also meet or exceed the SAE J 2360, Mack GO-J, Dana Spicer, and Arvin Meritor 076 A (85W-140) and B (80W-90) specifications.

Universal Tractor Hydraulic Fluid (UTF): This product shall be a multifunctional fluid specially formulated for use in farm tractors and off-highway equipment requiring one fluid for the transmission, final drive, wet brakes and hydraulic systems that utilize a common fluid reservoir. It must meet or exceed the following specifications: Allis Chalmers S25743 and PF 821, Allison C-3 and C-4, Caterpillar Power shift Transmission specifying CAT TO-2, John Deere J20 A/B/C, HyGard J14B/C, Type 303 and Quatrol, Deutz Allis HTF (PF821), 821 XL, Ford New Holland M2C134-A/B/C/D, M2C86-B/C, M2C46-C, M2C53-A, M2C41-

B, International Harvester B-6 (Hy-Tran), J.I. Case MS-1209 (Hy-Tran Ultra), MS-210 (Hy-Tran Plus), MS-1204, MS-1205, MS-1206, MS-1210 (TCH), and B-6, TFD, Kubota Universal Transhydraulic Fluid (UTD), Massey-Ferguson M1110, M1127 A/B, M1135, M1141 (Permatran III), Oliver Type 55, Renk 874 A/B (Doromat) Bus Transmissions, White Farm Equipment Q1766B, Q1826, Q1802, Q1705 and Q1722.

AW Hydraulic Oil AW32, AW46, AW68: This product shall be a high quality antiwear hydraulic fluid formulated from premium base stocks to provide superior water separation, antiwear protection, rust and thermal ability. This product must meet or exceed the requirements of the following: Sperry Vickers M-2950-S, 1-286-F, Racine Vane Pumps, AFNOR E 48-603, DIN 51524 Part 2, U.S. Steel 136 and 127, Lee-Norse 100-1, Denison HF-1, HF-2 and HF-0, Jeffrey No. 87, Ford M-6C32, Cincinnati Machine P-68, P-70, and P69, AGMA 1 and 2, GM LH-04-1, LH-06-1 and LH-15-1, and Commercial Hydraulics (Except for PM-500 Series). This oil must pass the 2500 hour minimum oxidation test (ASTM 943-D Test).

R & O Hydraulic Oil: This product shall meet the requirements of steam and gas turbines, hydraulic systems, and air compressors. It should have superior rust control, demulsibility, anti-foam properties and filterability. It must meet or exceed the 6000 hour Turbine Oil Oxidation Test (ASTM 943-D Test). It must meet or exceed the requirements of the following: General Electric Frame 7, Cincinnati Lamb P-38, P54 and P55, Solar Turbines ES90224, MIL-H-17672D and Denison HF-1.

Multipurpose Lithium Complex EP-2 Grease: This product shall meet the NLGI GC-LB Certification and meeting NLGI Grade No.2 designed for the severe lubrication requirements characterized by high speed bearings and shock loads with a minimum dropping point of (+) 500 degrees F and a Timken OK Load of 60 or greater.

3% Moly Grease: This product shall meet NLGI Classification GC-LB. This grease shall be fortified with a minimum of 3% Moly to meet current Caterpillar specifications.

TO-4 Fluid: This product shall be formulated specifically for use in power shift transmissions and drive train components, satisfying the requirements of Caterpillar TO-4 and fulfill Caterpillar warranty requirements.

Synthetic Compressor ISO 100 Fluid: This product shall be a 100% synthetic fluid for rotary vane, rotary screw, and centrifugal type compressors.

Antifreeze, Heavy Duty: Full strength product for use in both gas and diesel applications.

Antifreeze, ELC 50/50: Extended Life Antifreeze 50/50 for gas and diesel applications.

2 Cycle Mix: This product shall be TCW-3 approved for both air and water cooled engines.

Delivery site addresses may be as follows:

ENVIRONMENTAL UTILITIES DEPARTMENT

Mosquito Management
401 South Bloxham Avenue
Tavares, FL 32778

Solid Waste Operations
13130 County Landfill Road
Tavares, Fl 32778

FACILITIES

Jail Maintenance
550 West Main Street
Tavares, Fl 32778

Facilities Management
32400 County Road 473
Leesburg, Fl 34788

OFFICE OF PROCUREMENT SERVICES

Astatula Fuel Annex
28215 Highway 561
Tavares, Fl 32778

Fleet Services Division
2300 W Griffin Road
Leesburg, Fl 34748

PUBLIC WORKS DEPARTMENT

Maintenance Area I
2300 West Griffin Road
Leesburg, Fl 34748

Maintenance Area II
609 Disston Avenue
Minneola, Fl 34755

Maintenance Area III
19720 East 5th Street
Umatilla, Fl 32784

Park Services
North Lake
40730 Roger Giles Road
Umatilla, Fl 32784

Park Services
Pear Park
5336 University Ave
Leesburg, Fl 34748

PUBLIC SAFETY

Fire Station # 77
Fleet Maintenance
25028 Kirkwood Avenue
Astatula, Fl 34705

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: shall refer to any offer(s) submitted in response to this Invitation to Bid.
Bidder: Shall refer to anyone submitting a bid in response to an Invitation to Bid.
Contract: The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.
Contractor: The vendor to which award has been made.
County: Shall refer to Lake County, Florida.
Invitation to Bid (ITB): Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.
Modification: A written change to a contract.
Responsible: Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.
Responsive: Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications set forth in an Invitation to Bid.
Solicitation: The written document requesting either bids or proposals from the marketplace.
Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Invitation to Bid (ITB) that the words "shall", "must", or "will" are equivalent in this ITB and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the County's sole discretion, the deficient response is not in substantial accord with this ITB's mandatory requirements. The words "should" or "may" are equivalent in this ITB and indicate very desirable conditions, or requirements but are permissive in nature.

3.2 INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment.
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.).
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave.
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid opening date. Such inquiries shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with the bidder's facsimile number.

The Office of Procurement Services may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation, the bidder is required to submit with its bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued. Failure to acknowledge each addendum may prevent the bid from being considered for award

D. Contents of Solicitation and Bidders' Responsibilities

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

E. Restricted Discussions

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bids

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid as specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original bid. No changes to a bid will be accepted after the bid opening date.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid opening date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid opening date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid or proposal response date.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

3.3 PREPARATION OF BIDS

A. The Bid Pricing Section of this solicitation defines the goods or services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.

B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

C. An authorized agent of the bidder's firm must sign the bid. FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.

D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

H. Any bid received after the stipulated bid opening date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.

3.4 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

3.5 AWARD

A. Award may be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.

C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.

E. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine the responsibility and capacity of the bidder to perform the requirements of this solicitation. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a bidder that submitted a bid under this solicitation.

G. The Director of Procurement Services will decide all tie bids with initial preference being given to the entity employing the most personnel residing within the County.

3.6 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.7 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.8 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use any stated estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-governmental or non-profit entities utilizing this contract. In no event shall be County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.9 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.10 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.11 PROTEST OF AWARD

A vendor wishing to protest any award decision resulting from this solicitation shall do as set forth in the County's Purchasing Procedure Manual. It is incumbent upon the vendor to be aware of the posting of any associated award recommendation. Any protest received after the actual contract award date may be rejected.

3.12 RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation.

3.13 SUBCONTRACTING

Unless otherwise specified in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further

limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.14 ASSIGNMENT
The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

3.15 DELIVERY
Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the bid price.

3.16 RESPONSIBILITIES AS EMPLOYER
The employee(s) of the vendor shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.17 INDEMNIFICATION
The vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

3.18 COLLUSION
Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, such bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such bids. Related parties shall mean bidder or the principals thereof which have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

3.19 MODIFICATION OF CONTRACT
Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.20 TERMINATION FOR CONVENIENCE
The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

3.21 TERMINATION DUE TO UNAVAILABILITY OF FUNDING IN SUCCEEDING FISCAL YEARS
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.22 TERMINATION FOR DEFAULT
The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.23 FRAUD AND MISREPRESENTATION
Any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.24 ACCESS TO RECORDS
The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for three (3) years following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

3.25 PROPRIETARY/CONFIDENTIAL INFORMATION
Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; the "Public Record Law." The bidder should not submit any information in response to this solicitation which the bidder considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.26 CONTRACTING WITH COUNTY EMPLOYEES
Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the procurement representative designated herein prior to submittal of a response or application of any type to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the

interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.27 INCURRED EXPENSES

This ITB does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any bidder in preparing and submitting a bid, or any cost or expense incurred by any bidder prior to the execution of a purchase order or contract agreement. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

3.28 COUNTY IS TAX-EXEMPT

The County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. Do not include any tax on any item or service. The County will sign an exemption certificate if submitted by the contractor.

Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.29 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this ITB shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.30 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.31 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items or services. The vendor shall be considered the sole point of contact with regard to all stipulations, including payment of all charges and meeting all requirements of this ITB. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all sub-contractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.32 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

3.33 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.34 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

3.35 TRUTH IN NEGOTIATION CERTIFICATE

For all lump-sum or cost-plus fixed fee agreements exceeding $150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which he owner determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

3.36 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the vendor by the County upon request.

ITB TITLE: LUBRICANTS AND OILS

NOTES:

- Lake County is exempt from all taxes (Federal, State, Local). Pricing should be less all taxes. A Tax Exemption Certificate will be furnished upon request.
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being "estimated" quantities, vendors are advised to review the "Estimated Quantities" clause contained in Section 3 of this solicitation.
- Each price offered in your bid shall be a firm-fixed price, exclusive of any tax. Any bid containing a modifying or "escalator" clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: _____

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☑ No Addendum was received in connection with this ITB.

Bid No. 09-0814
Lubricants and Oils

We have read your Standard Terms and Conditions, Special Terms and Conditions, Specifications and propose to furnish the following:

ALL PRICES ON THE BID SHEET SHALL BE FIGURED AS STATED IN THE DETAILED SPECIFICATIONS.

1. SHIP TO ADDRESS:
As required on each order

INVOICE TO:
As required on each order

2. Name and telephone of person to contact for emergency service:

Name: Michael Griffith

Telephone/Cell/Pager/Number: 813-751-7703

3. Disaster assistance:

Name: Michael Griffith

Home Telephone/Cell/Beeper Number 813-751-7703 / 813-907-2075

4. Exceptions/Additions to specifications:

Yes*_____ No ✓

* If yes, attach sheet detailing same.

5. Will your firm accept Visa Purchasing Cards or E-Payable form of payment?

Yes ✓ No_____

If E Payable would be acceptable please note a contact person/telephone number to set up payment information.

Joe Siska 877-345-1098 ext. 206

6. Calendar days required to commence contract: 7 days

7. Is your product packaged and/or shipped in material containing recycled content?

Yes ✓ No_____

8. Minimum order (If Any) N/A

9. Handling fee if less than minimum order N/A

Note: It shall be unacceptable for any bidder to make the statement Asee specifications≅ in lieu of listing all exceptions/additions from the preceding specifications. It shall also be unacceptable for any bidder to submit manufacturer=s literature in lieu of the above. All exceptions/additions to our specifications shall be either handwritten or typed on an attached separate sheet.

BID SHEET
Lubricants and Oils

Note: Bidders shall fill in the manufacturer name, brand, package size and API code (where applicable) for their bids to be considered. Also, don't forget to attach the literature for the products being quoted.

Item	Product	Unit	Quantity	Unit Price	Extended Price
1.	**5W-20 Motor Oil**	55 Gal. Drum	1 Drum	$278.95	$278.95
	Manufacturer/Brand Chevron Supreme 5-W 20 motor Oil				
	Catalog/SKU# for Ordering 220135/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code GF-4/SM				
2.	**5W-20 Motor Oil**	Quart	12 Quarts	$2.62	$31.44
	Manufacturer/Brand Chevron Supreme 5W 20 motor Oil				
	Catalog/SKU# for Ordering 220135/12				
	Packaging/Container Size 12/1 quart case				
	API Service Code GF-4/SM				
3.	**5W-30 Motor Oil**	55 Gal. Drum	1 Drum	$288.95	$288.95
	Manufacturer/Brand Chevron Supreme 5W 30 motor Oil				
	Catalog/SKU# for Ordering 220013/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code GF-4/SM				
4.	**5W-30 Motor Oil**	Quart	12 Quarts	$2.44	$29.28
	Manufacturer/Brand Chevron Supreme 5W 30 motor Oil				
	Catalog/SKU# for Ordering 220013/12				
	Packaging/Container Size 12/1 quart case				
	API Service Code GF4/SM				
5.	**5W-30 Motor Oil**	Bulk	1 Gallons	$4.69	$4.69
	Manufacturer/Brand Chevron Supreme 5W 30 motor Oil				
	Catalog/SKU# for Ordering 220013/01				
	Packaging/Container Size Bulk				
	API Service Code GF-4/SM				
6.	**10W-30 Motor Oil**	55 Gal. Drum	1 Drum	$278.95	$278.95
	Manufacturer/Brand Chevron Supreme 10W 30 motor Oil				
	Catalog/SKU# for Ordering 220155/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code GF4/SM				

Item	Product	Unit/Package	Quantity	Unit Price	Extended Price
7.	**10W-30 Motor Oil**	Quarts	12 Quarts	$ ~~4.49~~ 2.44	$ ~~53.88~~ 29.28
	Manufacturer/Brand Chevron Supreme 10W 30				
	Catalog/SKU# for Ordering 220155/12				
	Packaging/Container Size 12/1 quart case				
	API Service Code GF4/SM				
8.	**5W-40 Synthetic M/O**	55 Gal. Drum	6 Drums	$ 875.00	$ 5250.00
	Manufacturer/Brand Chevron Synthetic 5W 40				
	Catalog/SKU# for Ordering 220141/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code GF4/SM				
9.	**5W-40 Synthetic M/O**	Gallon Jugs	6 Gallons	$ 18.36	$ 110.16
	Manufacturer/Brand Chevron Synthetic 5W 40				
	Catalog/SKU# for Ordering 220141/06				
	Packaging/Container Size 6-1 gallons				
	API Service Code GF4/SM				
10.	**HD SAE 30 Motor Oil**	55 Gal. Drum	6 Drums	$ 322.40	$ 1934.40
	Manufacturer/Brand Chevron Ursa Super Plus 30				
	Catalog/SKU# for Ordering 271203/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code CI/CF/SL				
11.	**HD SAE 30 Motor Oil**	Gallon Jugs	5 Gallons	$ 7.40	$ 37.00
	Manufacturer/Brand Chevron Ursa Super Plus 30				
	Catalog/SKU# for Ordering 271203/06				
	Packaging/Container Size 6/1 gallon Jugs				
	API Service Code/ CI/CF/SL				
12.	**HD SAE 40 Motor Oil**	55 Gal. Drum	6 Drums	$ 311.05	$ 1866.30
	Manufacturer/Brand Chevron Ursa Super Plus 40				
	Catalog/SKU# for Ordering 271204/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code CI/CF/SL				
13.	**HD SAE 40 Motor Oil**	Gallon Jugs	5 Gallons	$ 7.40	$ 37.00
	Manufacturer/Brand Chevron Ursa Super Plus 40				
	Catalog/SKU# for Ordering 271204/06				
	Packaging/Container Size 6/1 gallon Jugs				
	API Service Code CI/SF/SL				

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Item	Product	Unit/Package	Quantity	Unit Price	Extended Price
14.	**15W-40 Motor Oil**	Quarts	36 Quarts	$ 2.59	$ 93.24

Manufacturer/Brand Shell Rimula Premium 15W 40
Catalog/SKU# for Ordering 54269/12
Packaging/Container Size 12/1 quart case
API Service Code CJ4

15.	**15W-40 Motor Oil**	Gallon Jugs	12 Gallons	$ 9.88	$ 118.56

Manufacturer/Brand Shell Rimula Premium 15W 40
Catalog/SKU# for Ordering 54269/06
Packaging/Container Size 6/1 gallon Jugs
API Service Code CJ4

16.	**15W-40 Motor Oil**	55 Gal. Drum	6 Drums	$ 347.50	$ 2085.00

Manufacturer/Brand Chevron Ursa Super Plus EC 15W 40
Catalog/SKU# for Ordering 271201/55
Packaging/Container Size 55 gallon drum
API Service Code CJ4

17.	**15W-40 Motor Oil**	Bulk	2000 Gallons	$ 5.59	$ 11,180.00

Manufacturer/Brand Chevron Ursa Super Plus EC 15W 40
Catalog/SKU# for Ordering 271201/01
Packaging/Container Size Bulk
API Service Code CJ4

18.	**Non-Detergent SAE 30**	Quarts	36 Quarts	$ 3.23	$ 116.28

Manufacturer/Brand Valvoline Non Detergent SAE 30 motor oil
Catalog/SKU# for Ordering VV265
Packaging/Container Size 12/1 quart case
API Service Code SA

19.	**Dexron®III/Mercon® ATF**	Quarts	144 Quarts	$ 2.35	$ 338.40

Manufacturer/Brand Chevron Automatic Transmission Fluid MD-3
Catalog/SKU# for Ordering 226502/12
Packaging/Container Size 12/1 quart case
API Service Code/ C4/TO2

20.	**Dexron®III/Mercon® ATF**	55 Gal. Drum	6 Drums	$ 289.25	$ 1735.50

Manufacturer/Brand Chevron Automatic Transmission Fluid MD-3
Catalog/SKU# for Ordering 226502/55
Packaging/Container Size 55 gallon drum
API Service Code C4/TO2

Item	Product	Unit/Package	Quantity	Unit Price	Extended Price
21.	**Dexron® VI Trans. Fluid**	Quarts	12 Quarts	$ 3.95	$ 47.40

Manufacturer/Brand Chevron Automatic Transmission Fluid Dexron-VI
Catalog/SKU# for Ordering 226532/12
Packaging/Container Size 12-1 quart case
API Service Code GMN 10060

22. **Mercon® V Trans. Fluid** Quarts 12 Quarts $ 2.97 $ 35.64
Manufacturer/Brand Chevron Multi-Vehicle ATF
Catalog/SKU# for Ordering 226531/12
Packaging/Container Size 12/1 quart case
API Service Code C-4

23. **Synthetic Trans. Fluid** 55 Gal. Drum 1 Drum $ 1096.90 $ 1096.90
Manufacturer/Brand Chevron Synthetic Automatic Transmission Fluid Heavy Duty
Catalog/SKU# for Ordering 226718/55
Packaging/Container Size 55 gallon drum
API Service Code TES 295

24. **Synthetic Trans. Fluid** 5 Gal. Pail 10 Pails $ 110.90 $ 1109.00
Manufacturer/Brand Chevron Synthetic Automatic Transmission Fluid Heavy Duty
Catalog/SKU# for Ordering 226718/05
Packaging/Container Size 5 gallon pail
API Service Code TES 295

25. **85W-140 Gear Lube** 120 lb. Keg 2 Kegs $ 184.18 $ 368.36
Manufacturer/Brand Chevron RPM Universal gear Lubricant 85W140
Catalog/SKU# for Ordering 225039/120
Packaging/Container Size 120 lb Keg
API Service Code/ GL-5

26. **85W-140 Gear Lube** 55 Gal. Drum 1 Drum $ 467.40 $ 467.40
Manufacturer/Brand Chevron RPM Universal gear Lubricant 85W140
Catalog/SKU# for Ordering 225039/55
Packaging/Container Size 55 gallon drum
API Service Code GL-5

27. **80W-90 Gear Lube** 35 lb. Pail 2 Pails $ 53.47 $ 106.94
Manufacturer/Brand Chevron RPM Universal gear Lubricant 85W140
Catalog/SKU# for Ordering 225040/35
Packaging/Container Size 35 lb pail
API Service Code GL-5

Item	Product	Unit/Package	Quantity	Unit Price	Extended Price
28.	**80W-90 Gear Lube**	120 lb. Keg	1 Keg	$ 186.14	$ 186.14
	Manufacturer/Brand Chevron RPM Universal gear Lubricant 80 W 90				
	Catalog/SKU# for Ordering 225040/120				
	Packaging/Container Size 120 lb Keg				
	API Service Code GL-5				
29.	**Univ. Tractor Hydraulic**	55 Gal. Drum	3 Drums	$ 299.30	$ 897.90
	Manufacturer/Brand Superior JD 20 M/P Tractor Fluid				
	Catalog/SKU# for Ordering 1977/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code C — 3				
30.	**Univ. Tractor Hydraulic**	Bulk	500 Gallons	$ 4.90	$ 2450.00
	Manufacturer/Brand Superior JD 20 m/p Tractor Fluid				
	Catalog/SKU# for Ordering 1977/01				
	Packaging/Container Size Bulk				
	API Service Code C — 3				
31.	**Univ. Tractor Hydraulic**	5 Gal. Pail	1 Pail	$ 35.00	$ 35.00
	Manufacturer/Brand Superior JD 20 m/p Tractor Fluid				
	Catalog/SKU# for Ordering 1977/05				
	Packaging/Container Size 5 gallon pail				
	API Service Code C — 3				
32.	**AW-68 Hydraulic Fluid**	Bulk	500 Gallons	$ 3.99	$ 1995.00
	Manufacturer/Brand Chevron Hydraulic Oil AW 68				
	Catalog/SKU# for Ordering 255673/01				
	Packaging/Container Size Bulk				
	API Service Code –				
33.	**AW-68 Hydraulic Fluid**	55 Gal. Drum	1 Drum	$ 234.75	$ 234.75
	Manufacturer/Brand Chevron Hydraulic Oil AW 68				
	Catalog/SKU# for Ordering 255673/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code –				
34.	**AW-68 Hydraulic Fluid**	5 Gal. Pail	1 Pail	$ 29.00	$ 29.00
	Manufacturer/Brand Chevron Hydraulic Oil AW 68				
	Catalog/SKU# for Ordering 255673/05				
	Packaging/Container Size 5 gallon pail				
	API Service Code –				

Item	Product	Unit/Package	Quantity	Unit Price	Extended Price

35. **AW-32 Hydraulic Fluid** 5 Gal. Pail 1 Pail $ 29.00 $ 29.00
Manufacturer/Brand Chevron Hydraulic Oil AW 32
Catalog/SKU# for Ordering 255675/05
Packaging/Container Size 5 gallon pail
API Service Code —

36. **Multipurpose Grease** 120 lb. Keg 3 Kegs $ 269.14 $ 807.42
Manufacturer/Brand Chevron Ulti-Plex Grease EP2
Catalog/SKU# for Ordering 250185/120
Packaging/Container Size 120 lb Keg
API Service Code —

37. **Multipurpose Grease** 35 lb. Pail 1 Pail $ 82.03 $ 82.03
Manufacturer/Brand Chevron Ulti-Plex Grease EP2
Catalog/SKU# for Ordering 250185/35
Packaging/Container Size 35 lb. pail
API Service Code —

38. **Multipurpose Grease** 14 oz. Tubes 500 Tubes $ 2.25 $ 1125.00
Manufacturer/Brand Chevron Ulti-Plex Grease EP2
Catalog/SKU# for Ordering 250185/31
Packaging/Container Size 10-14 oz tubes
API Service Code —

39. **3% Moly Grease** 14 oz. Tubes 100 Tubes $ 2.18 $ 218.00
Manufacturer/Brand Chevron Moly Grease EP2
Catalog/SKU# for Ordering 255660/31
Packaging/Container Size 10/14 oz tubes
API Service Code —

40. **TO-4 Fluid** 5 Gal. Pail 2 Pails $ 46.50 $ 93.00
Manufacturer/Brand Chevron Drive Train Fluids HD 30
Catalog/SKU# for Ordering 226608/05
Packaging/Container Size 5 gallon pail
API Service Code TO-4

41. **TO-4 Fluid** 55 Gal. Drum 1 Drum $ 389.60 $ 389.60
Manufacturer/Brand Chevron Drive Train Fluids HD 30
Catalog/SKU# for Ordering 226608/55
Packaging/Container Size 55 gallon drum
API Service Code TO-4

Item	Product	Unit/Package	Quantity	Unit Price	Extended Price
42.	**2-Cycle TCW-3 Mix**	Quarts	24 Quarts	$ 3.43	$ 82.32
	Manufacturer/Brand Chevron 2-Cycle Oil TC-W 3				
	Catalog/SKU# for Ordering 226477/12				
	Packaging/Container Size 12/1 quart case				
	API Service Code/ —				
43.	**Synthetic Compressor Oil**	5 Gal. Pail	1 Pail	$ 139.84	$ 139.84
	Manufacturer/Brand Chevron Tegra Synthetic Compressor Oils 100				
	Catalog/SKU# for Ordering 259128/05				
	Packaging/Container Size 5 gallon pail				
	API Service Code/ —				
44.	**Therma Oil**	55 Gal. Drum	1 Drum	$ 560.45	$ 560.45
	Manufacturer/Brand Chevron Heat Transfer Oil 46				
	Catalog/SKU# for Ordering 231709/55				
	Packaging/Container Size 55 gallon drum				
	API Service Code/ —				
45.	**Mineral Oil**	55 Gal. Drum	1 Drum	$ —	$ —
	Manufacturer/Brand				
	Catalog/SKU# for Ordering				
	Packaging/Container Size				
	API Service Code/ —				
46.	**Bar & Chain Oil**	Gallon Jugs	6 Gallons	$ 7.20	$ 43.20
	Manufacturer/Brand Chevron Open gear grease				
	Catalog/SKU# for Ordering 230002/06				
	Packaging/Container Size 6/1 gallon Jugs				
	API Service Code/ —				
47.	**Kerosene**	Gallon/Bulk	100 Gallons	$ 2.20	$ 220.00
	Manufacturer/Brand Chevron				
	Catalog/SKU# for Ordering 160/01				
	Packaging/Container Size Bulk				
	API Service Code/ —				
48.	**Wheel Bearing Grease**	1 lb. Tub	12 Tubs	$ 1.87	$ 22.44
	Manufacturer/Brand Chevron Multifak EP 00				
	Catalog/SKU# for Ordering 277118				
	Packaging/Container Size 1 lb tub				
	API Service Code/ —				

Item	Product	Unit/Package	Quantity	Unit Price	Extended Price
49.	**Mineral Spirits**	5 Gal. Pail	10 Pails	$ 30.20	$ 302.00
	Manufacturer/Brand Marathon Mineral Spirits				
	Catalog/SKU# for Ordering 122/05				
	Packaging/Container Size 5 gallon pail				
	API Service Code/ —				
50.	**Antifreeze, Heavy Duty**	55 Gal. Drum	1 Drum	$ 298.95	$ 298.95
	Manufacturer/Brand Zerex Original Green				
	Catalog/SKU# for Ordering ZX001				
	Packaging/Container Size 55 gallon drum				
	API Service Code/ —				
51.	**Antifreeze, ELC 50/50**	55 Gal. Drum	1 Drum	$ 295.70	$ 295.70
	Manufacturer/Brand Zerex G-05 Antifreeze Coolant				
	Catalog/SKU# for Ordering ZX G052				
	Packaging/Container Size 55 gallon drum				
	API Service Code/ —				
52.	**Antifreeze, ELC 50/50**	Gallon Jugs	20 Gallons	$ 5.44	$ 108.80
	Manufacturer/Brand Zerex G-052 Antifreeze Coolant				
	Catalog/SKU# for Ordering ZXG051				
	Packaging/Container Size 6/1 gallon Jugs				
	API Service Code/ —				
53.	**5W-20 Syn. Blend M/O**	55 Gal. Drum	1 Drum	$ 685.63	$ 685.63
	Manufacturer/Brand Valvoline 5-W20				
	Catalog/SKU # for Ordering VV31755				
	Packaging/Container Size 55 gallon drum				
	API Service Code GF4 / SM				
54.	**5W-20 Syn. Blend M/O**	Quarts	12 Quarts	$ 3.62	$ 43.44
	Manufacturer/Brand Valvoline 5W20 Motor Oil				
	Catalog/SKU # for Ordering VV317				
	Packaging/Container Size 6/1 quart case				
	API Service Code GF4 / SM				
55.	**5W-30 Syn. Blend M/O**	55 Gal. Drum	1 Drums	$ 685.63	$ 685.63
	Manufacturer/Brand Valvoline 5W30 Motor Oil				
	Catalog/SKU # for Ordering VV288				
	Packaging/Container Size 55 gallon drum				
	API Service Code GF4 / SM				

Product	Unit/Package	Quantity	Unit Price	Extended Price
56. **5W-30 Syn. Blend M/O** Manufacturer/Brand Valvoline 5W30 motor oil Catalog/SKU # for Ordering VV291 Packaging/Container Size 6/1 quart case API Service Code GF4/SM	Quarts	12 Quarts	$3.62	$43.44
57. **10W-30 Syn. Blend M/O** Manufacturer/Brand Valvoline 10W30 motor oil Catalog/SKU # for Ordering VV293 Packaging/Container Size 55 gallon drum API Service Code GF4/SM	55 Gal. Drum	1 Drums	$685.63	$685.63
58. **10W-30 Syn. Blend M/O** Manufacturer/Brand Valvoline 10W30 motor oil Catalog/SKU # for Ordering VV296 Packaging/Container Size API Service Code GF4/SM	Quarts	12 Quarts	$3.62	$43.44

TOTAL BID (ITEMS 1 TO 58) $41,932.37

By Signing This Bid the Bidder Attests and Certifies That:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

Additional Certifications Requiring Completion:

Purchasing Agreements with Other Government Agencies
This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☑ Yes ☐ No (Check one)

Certification Regarding Felony Conviction
Has any officer, director, or executive of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☑ No (Check one)

Conflict of Interest Disclosure Certification
Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same services, and is in all respects fair and without collusion or fraud.

Exceptions: —

General Vendor Information and Proposal Signature:

Firm Name: Port Consolidated Inc.
Street Address: 5007 Denver St. Tampa, FL 33619
Mailing Address (if different):
Telephone No.: 813-751-7703 Fax No.: 813-248-5908 E-mail: mgriffith@portconsolidated.com
FEIN No. 59-1173292 Prompt Payment Terms: — % — days, net —
Signature: Noel M. Griffith Date: 4/17/09
Print Name: NOEL M. GRIFFITH Title: VICE PRESIDENT

Award of Contract by the County: (Official Use Only)

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

Vendor awarded as:

☑ Sole vendor ☐ Pre-qualified pool vendor based on price
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items:
☐ Secondary vendor for items: ☐ Other status:
Signature of authorized County official: Rosann Johnson Date: 6-10-09
Printed name: Rosann Johnson Title: Procurement Services Supervisor
Purchase Order Number assigned to this contract for billing purposes: TBA

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: Work References

WORK REFERENCES

#1 Agency	Seminole County Public Schools
Address	822 East State Rd 434
City,State,ZIP	Winter Springs, FL 32108
Contact Person	Peggle Goble
Telephone	407-320-7530
Date(s) of Service	7/08 - current
Type of Service	Transport Diesel / Bio Diesel
Comments:	

#2 Agency	Lake Jem Farms
Address	16929 C.R. 48
City,State,ZIP	Mount Dora, FL 32757
Contact Person	Jim Allen
Telephone	352-267-5269
Date(s) of Service	6/08 - Current
Type of Service	Diesel Fuel and Lubricants
Comments:	

#3 Agency	Faryna Grove Care & Harvesting
Address	465 E. Collins St
City,State,ZIP	Umatilla, FL 32784
Contact Person	Nick Faryna
Telephone	352-669-4153
Date(s) of Service	9/08 - current
Type of Service	Diesel Fuel and Lubricants
Comments:	