LAKE COUNTY
FLORIDA

CONTRACT NO. 14-0619A

for Oil and Lubricants

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 Scotty's Oil Company Inc. (hereinafter "Contractor") to supply Oil and Lubricants to the County pursuant to County Bid number 14-0619 (hereinafter "Bid") and Addendum One, opened February 26, 2014, and Contractor's Bid response dated February 10, 2014 thereto with all County Bid provisions governing.

Attachments: None

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager 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, 2014 through May 31, 2015 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 Manager.

LAKE COUNTY, FLORIDA

By: _____
Contracting Officer

Date: 4-8-2014

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

Office of Procurement Services **315 W. Main, Suite 441** **P.O. Box 7800**
Tavares, Florida 32778-7800 **Ph (352) 343-9839** **Fax (352) 343-9473**

LAKE COUNTY
FLORIDA

INVITATION TO BID (ITB)

OIL AND LUBRICANTS

ITB Number:	**14-0619**	**Contracting Officer:**	Donna Villinis
Bid Due Date:	February 26, 2014	**Pre-Bid Conf. Date:**	Not Applicable
Bid Due Time:	3:00 p.m.	**ITB Issue Date:**	February 5, 2014

TABLE OF CONTENTS

SECTION 1: *Special Terms and Conditions*	2-14
SECTION 2: Statement of Work	15-18
SECTION 3: General Terms and Conditions	19-22
SECTION 4: Pricing/Certifications/Signatures	23-34
SECTION 5: Attachments	35-38

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:

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

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 thirty (30) calendar days after the official bid due date. When counter-signed by an authorized County representative, this document and any specifically identified attachments may form the 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: Scotty's Oil Company Inc **Phone Number:** 407-859-7281
E-mail Address: scottbenin@scottysoil.com **Contact Person:** Scott Benin

Section 1.1: Purpose

The purpose of this solicitation is to establish a term and supply contract for the purchase of oil and lubricants 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. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer
Lake County BCC
Office of Procurement Services
315 W. Main Street, Room 441
PO BOX 7800
Tavares, FL 32778-7800

Phone : 352.343.9839
Fax : 352.343.9473
E-mail: dvillinis@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

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, aggregate total, all or none, or a combination thereof; with one or more vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

Contracts may be awarded to multiple vendors as a result of this ITB. The awarded vendor(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

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

The County shall have the option to renew this contract for four (4) additional one (1) year period(s). Vendor shall be notified of the County's intent to renew prior to, or upon completion, of the initial term and each subsequent term of this contract. In addition, prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the following pricing index: 0576 (Finished Lubricants) or 0578 (Lubricating Oil). It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase, with index copies showing the level of increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no 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.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

Section 1.7: Method of Payment

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase order 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 prescribed 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	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
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	$1,000,000

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	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000. ****For this solicitation, Pollution Liability insurance is required with a minimum limit of $1,000,000 and annual aggregate of $2,000,000.**

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 thirty (30) 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.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

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 subcontractor 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 vendor 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 vendor 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, all 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 (FedEx, 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 Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. 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 due date stated in the solicitation.

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 441
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 FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES
MAIL RECEIVING CENTER
32400 COUNTY ROAD 473
LEESBURG, FL 34788

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

Section 1.14: Completion Requirements for Invitation to Bid

Two (2) signed original bids and one (1) 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 due 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 this solicitation. The vendor shall also submit any supporting documents (to include proof of insurability 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 14-0619." Do not indicate bid prices on literature.

Specific Completion Directions:

- Pricing shall be completed as directed within Section 4.
- 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.
- Acknowledge any and all Addenda by submitting the signed Addendum form and/or completing the Acknowledgement of Addenda section of Section 4.
- 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 1.15: 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 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 1.16: Administrative Reports

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts shall be gathered and maintained by the Vendor. 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 Fleet Management Division
Attention: Keith Stevenson
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.

Section 1:17: Alternate Sizes

In the event the product manufacturer does not supply the exact size as stipulated in the Pricing Section, 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. Cross through the unit of measure in the Pricing Section and write in the offered size above the strike through. In such case, award may be made on a unit price basis; example, price per pound.

Section 1.18: Availability of Contract to Other County Departments

Although this solicitation is specific to a County Department, it is hereby agreed and understood that any County department or agency may avail itself of this contract and purchase any and all items specified herein from the vendor(s) at the contract price(s) established herein. Under these

circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County department(s).

Section 1.19: 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 1.20: 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 days written notice to the vendor.

Section 1:21: Drums

The County shall not pay any deposit on drums. The vendor shall be responsible for picking up all empty drums and either recycling them or properly disposing of them. The vendor shall coordinate with the appropriate Fleet Manager (or designee) to establish a schedule for pick up of the empty drums. The vendor shall take the empty drum when delivering a new drum of any products.

Section 1.22: 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 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 shall note on the Pricing Section a twenty four (24) hour phone number and contact person in the event of such an emergency.

Section 1.23: "Equal" Product Can be Considered

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. Failure to do so may be considered a material deviation supportive of rejection of the bid.

Section 1.24: 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 1.25: 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 1.26: Purchase of Other Items Not Listed

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 1.27: 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 1:28: 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 1:29: Samples

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

Section 1.30: 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 1.31: Special Notice to Vendors Regarding Federal and/or State Requirements

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

Section 1.32: 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 1.33: Substitution of Items

The awarded vendor shall not arbitrarily change the brand(s) submitted in 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 vendor 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 1.34: 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 1.35: 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 (MSDS) 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. It shall also be the vendor's responsibility to ensure that the County user departments have received the latest version of any MSDS required by 29 CFR 1910.1200.

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

SCOPE OF SERVICES

It is the intent of the County to solicit bids for oil and lubricant products for its fleet of various vehicles and equipment, with diverse ages, operating under diverse conditions. All proposed products 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 proposed oils shall have a current American Petroleum Institute (API) license number. This approval number shall be listed on the Pricing Section for all oils proposed.

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

The County receives the products in various container sizes as indicated in the Pricing Section (Section 4) including, but not limited to, fifty-five (55) gallon drums, quarts, bulk (gallons), gallon jugs, five (5) gallon pails, thirty-five (35) pound pails, one hundred twenty (120) pound kegs, fourteen (14) ounce tubes, one (1) pound tubs. The type and size of products delivered to the various locations will vary depending on the type of operations performed at each location.

NOTE: It is mandatory that bidders furnish product specification sheets with the bid. Failure to do so may result in disqualification of the bid.

PRODUCT SPECIFICATIONS

The awarded vendor(s) shall deliver new/unused product(s) that meet or exceed the following 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.

A list of current delivery locations is included in Attachment 2. The County reserves the right to add or delete facilities to be serviced under the resulting contract(s).

3.1 DEFINITIONS

Addenda: A written change to a solicitation.
Bid: Shall refer to any offer(s) submitted in response to this ITB.
Bidder: Refers to any entity that submitted a bid under an ITB.
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 in an ITB.
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 that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

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. 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 due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office 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 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 and to acknowledge all addenda and any accompanying documentation. 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. Stated unawareness of contractual terms and conditions 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 with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

F. Change to, Withdrawal of, or Mistake in, Bid

Changes to Bid - Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

Withdrawal of Bid - A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due 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.

Mistake in Bid - Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

G. Conflicts within the Solicitation

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid 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 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.

G. Any bid received after the stipulated bid due 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.

H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that 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. 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. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 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 County Attorney prior to submittal of a response 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.

3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. 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.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any 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.

3.10 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.

3.11 AWARD

A. Unless otherwise allowed by statute or ordinance, award will 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 will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.

F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.

G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.

H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

3.13 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.

3.14 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.

3.15 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.

3.16 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 estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 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 to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 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.

3.19 LAWS, 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. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 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. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. 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.

3.23 INDEMNIFICATION

To the extent permitted by law, 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.

3.24 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.

3.25 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."

3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or 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.

3.27 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or effect other appropriate remedy 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 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.

3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations 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.

3.29 RIGHT TO AUDIT

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 a minimum of three (3) years, or as required by Florida law, whichever is longer, 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. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contact and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation 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.

3.32 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).

3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. 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 subcontractors. 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.

3.34 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 revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.35 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.

3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding $150,000, the firm awarded the agreement may be required to 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.

3.37 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.

ITB TITLE: OIL AND LUBRICANTS

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- 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.
- 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: 2/21/2014

Addendum #2, Dated: _____

Addendum #3, Dated: _____

Addendum #4, Dated: _____

Part II:

☐ No Addendum was received in connection with this ITB.

PRICING SECTION

ITB No. 14-0619
Oil and Lubricants

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

ALL PRICES ON THE PRICING SECTION 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 number of vendor contact for emergency service:

Name: Scott Bennin

Telephone/Cell/Pager/Number: 321-231-3764

3. Name and telephone number of vendor contact for disaster assistance:

Name: Scott Bennin

Home Telephone/Cell/Beeper Number Home 407-249-9449 Cell 321-231-3764

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.

Carol Gardner 407-859-8485

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

Yes_____ No_____

7. Minimum order (If any) NONE

8. Handling fee if less than minimum order (if applicable) NONE

Note: It shall be unacceptable for any bidder to make the statement "See specifications" in lieu of listing any and 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.

PRICING SECTION

Note: Bidders shall fill in the manufacturer name, brand, package size and API code (where applicable) for their bids to be considered. Please attach literature for the products being bid. Quantities given below are for evaluation purposes ONLY and are estimated based on prior usage. There is no guarantee of quantities to be ordered or number of orders to be placed during the course of the contract. 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.

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
1.	**5W-20 Motor Oil** Manufacturer/Brand Chemlube International Catalog/SKU# for Ordering 30615 Packaging/Container Size 55/1 Drum API Service Code 2325	55 Gal. Drum	1 Drum	$ 345.00	$ 345.00
2.	**5W-20 Motor Oil** Manufacturer/Brand Coastal / Warren Oil Co. Catalog/SKU# for Ordering 01601 Packaging/Container Size 12 qt. case API Service Code SN - GF 5	Quart	12 Quarts	$ 26.95 per case	$ 26.95
3.	**5W-30 Motor Oil** Manufacturer/Brand Chemlube International Catalog/SKU# for Ordering 30623 Packaging/Container Size 55/1 drum API Service Code 2325 SN/GF-5	55 Gal. Drum	1 Drum	$ 345.00	$ 345.00
4.	**5W-30 Motor Oil** Manufacturer/Brand Coastal / Warren Oil Co. Catalog/SKU# for Ordering 01701 Packaging/Container Size 12 qt. case API Service Code SN/GF-5	Quart	12 Quarts	$ 26.95 (per case)	$ 26.95
5.	**5W-30 Motor Oil** Manufacturer/Brand Chemlube Int. Catalog/SKU# for Ordering Bulk Packaging/Container Size Bulk API Service Code 2325 SN/GF-5	Bulk	1 Gallons	$ 5.48	$ 5.48

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
6.	**10W-30 Motor Oil**	55 Gal. Drum	1 Drum	$ 339.00	$ 339.00
	Manufacturer/Brand Chemlube elst				
	Catalog/SKU# for Ordering 301607				
	Packaging/Container Size 55/1 Drum				
	API Service Code SN / GF-5				
7.	**10W-30 Motor Oil**	Quarts	12 Quarts	$ 26.95 per case	$ 26.95
	Manufacturer/Brand Coastal				
	Catalog/SKU# for Ordering 01801				
	Packaging/Container Size 12 qt case				
	API Service Code SN / GF-5				
8.	**5W-40 Synthetic M/O**	55 Gal. Drum	6 Drums	$ 860.45	$ 5162.70
	Manufacturer/Brand hubriguard / Warren				
	Catalog/SKU# for Ordering 703578				
	Packaging/Container Size 55/1 Drum				
	API Service Code CJ-4 / SM				
9.	**5W-40 Synthetic M/O**	Gallon Jugs	6 Gallons	$ 52.50 per case	$ 105.00
	Manufacturer/Brand hubriguard / Warren				
	Catalog/SKU# for Ordering 703450				
	Packaging/Container Size 3 gallon case				
	API Service Code CJ4/SM				
10.	**HD SAE 30 Motor Oil**	55 Gal. Drum	6 Drums	$ 386.00	$ 2316.00
	Manufacturer/Brand Super S FG 1000/Smitty's				
	Catalog/SKU# for Ordering SUS57				
	Packaging/Container Size 55/1 Drum				
	API Service Code CF-2 / SL				
11.	**HD SAE 30 Motor Oil**	Gallon Jugs	5 Gallons	$ 33.50 per case	$ 55.85
	Manufacturer/Brand Super S FG 1000/Smitty's				
	Catalog/SKU# for Ordering SUS157-3				
	Packaging/Container Size 3 gal case				
	API Service Code/ CF-2/SL				
12.	**HD SAE 40 Motor Oil**	55 Gal. Drum	6 Drums	$ 386.00	$ 2316.00
	Manufacturer/Brand Super S FG 1000/Smitty's				
	Catalog/SKU# for Ordering SUS 58				
	Packaging/Container Size 55/1 Drum				
	API Service Code CF-2 / SL				

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
13.	**HD SAE 40 Motor Oil**	Gallon Jugs	5 Gallons	$ 33.50	$ 55.85
	Manufacturer/Brand Super S FG 1000/ Smitty's				
	Catalog/SKU# for Ordering SUS 158-3				
	Packaging/Container Size 3 gallon case				
	API Service Code CF-2 / SL				
14.	**15W-40 Motor Oil**	Quarts	36 Quarts	$ 33.00 per case	$ 99.00
	Manufacturer/Brand Super S FG 2000/ Smitty's				
	Catalog/SKU# for Ordering SUS94				
	Packaging/Container Size 12 qt per case				
	API Service Code CJ-4 / SN				
15.	**15W-40 Motor Oil**	Gallon Jugs	12 Gallons	$ 31.60 per case	$ 126.40
	Manufacturer/Brand Super S FG 2000/ Smitty's				
	Catalog/SKU# for Ordering SUS95-3				
	Packaging/Container Size 3 gal case				
	API Service Code CJ-4 / SN				
16.	**15W-40 Motor Oil**	55 Gal. Drum	6 Drums	$ 399.00	$ 2394.00
	Manufacturer/Brand Super S FG 2000/ Smitty				
	Catalog/SKU# for Ordering SUS56- CJ4				
	Packaging/Container Size 55/1 drum				
	API Service Code CJ4 / SN				
17.	**15W-40 Motor Oil**	Bulk	2000 Gallons	$ 6.60	$ 13,200.00
	Manufacturer/Brand Super S FG 2000/ Smitty's				
	Catalog/SKU# for Ordering Bulk				
	Packaging/Container Size Bulk				
	API Service Code CJ4 / SN				
18.	**Non-Detergent SAE 30**	Quarts	36 Quarts	$ 24.10 per case	$ 72.30
	Manufacturer/Brand Super S / Smitty's				
	Catalog/SKU# for Ordering SUS 41				
	Packaging/Container Size 12 qt case				
	API Service Code SA / SB				
19.	**Dexron®III/Mercon® ATF**	Quarts	144 Quarts	$ 26.80 per case	$ 321.60
	Manufacturer/Brand Super S / Smitty's				
	Catalog/SKU# for Ordering SUS 26				
	Packaging/Container Size 12 qt case				
	API Service Code/ Dexron III / Mercon				

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
20.	**Dexron®III/Mercon® ATF**	55 Gal. Drum	6 Drums	$ 344.00	$ 2064.00
	Manufacturer/Brand Super S / Smitty's				
	Catalog/SKU# for Ordering SUS 44				
	Packaging/Container Size 55/1 Drum				
	API Service Code Dexron III/ Mercon				
21.	**Dexron® VI Trans. Fluid**	Quarts	12 Quarts	$ 38.90 per case	$ 38.90
	Manufacturer/Brand Super S / Smitty's				
	Catalog/SKU# for Ordering SUS228				
	Packaging/Container Size 12 qt. case				
	API Service Code Dexron VI				
22.	**Mercon® V Trans. Fluid**	Quarts	12 Quarts	$ 39.30 per case	$ 39.30
	Manufacturer/Brand Super S / Smitty's				
	Catalog/SKU# for Ordering SUS 3226				
	Packaging/Container Size 12 qt case				
	API Service Code mercon V				
23.	**Synthetic Trans. Fluid**	55 Gal. Drum	1 Drum	$ 1836.35	$ 1836.35
	Manufacturer/Brand Mobil Delvac Syn ATF				
TES 295	Catalog/SKU# for Ordering 103051				
	Packaging/Container Size 55/1 Drum				
	API Service Code				
24.	**Synthetic Trans. Fluid**	5 Gal. Pail	10 Pails	$ 183.35	$ 1833.50
	Manufacturer/Brand Mobil Delvac Syn ATF				
	Catalog/SKU# for Ordering 103050				
TES 295	Packaging/Container Size 5 gal pail				
	API Service Code				
25.	**85W-140 Gear Lube**	120 lb. Keg	2 Kegs	$ 160.00	$ 320.00
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering SUS 88				
	Packaging/Container Size 120# Keg				
	API Service Code/ GL-5				
26.	**85W-140 Gear Lube**	55 Gal. Drum	1 Drum	$ 480.00	$ 480.00
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering SUS 55				
	Packaging/Container Size 55/1 Drum				
	API Service Code GL-5				

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
27.	**80W-90 Gear Lube**	35 lb. Pail	2 Pails	$ 45.95	$ 91.90
	Manufacturer/Brand Coastal / Warren Oil				
	Catalog/SKU# for Ordering 12217				
	Packaging/Container Size 5 gallon pail				
	API Service Code GL-5				
28.	**80W-90 Gear Lube**	120 lb. Keg	1 Keg	$ 160.00	$ 160.00
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering SUS87				
	Packaging/Container Size 120# Keg				
	API Service Code GL-5				
29.	**Univ. Tractor Hydraulic**	55 Gal. Drum	3 Drums	$ 355.00	$ 1065.00
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering SUS 236-55				
	Packaging/Container Size 55/1 Drum				
	API Service Code N/A				
30.	**Univ. Tractor Hydraulic**	Bulk	500 Gallons	$ 5.80	$ 2900.00
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering Bulk				
	Packaging/Container Size Bulk				
	API Service Code N/A				
31.	**Univ. Tractor Hydraulic**	5 Gal. Pail	1 Pail	$ 39.00	$ 39.00
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering SUS 236				
	Packaging/Container Size 5 gal pail				
	API Service Code N/A				
32.	**AW-68 Hydraulic Fluid**	Bulk	500 Gallons	$ 4.77	$ 2385.00
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering Bulk				
	Packaging/Container Size Bulk				
	API Service Code N/A 2500 hr Oil				
33.	**AW-68 Hydraulic Fluid**	55 Gal. Drum	1 Drum	$ 308.50	$ 308.50
	Manufacturer/Brand Super S / Smitty Supply				
	Catalog/SKU# for Ordering SUS43				
	Packaging/Container Size 55/1 Drum				
	API Service Code N/A 2500 hr oil				

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
34.	**AW-68 Hydraulic Fluid**	5 Gal. Pail	1 Pail	$ 31.75	$ 31.75
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering SUS 40				
	Packaging/Container Size 5 gal pail				
	API Service Code N/A 2500 hr oil				
35.	**AW-32 Hydraulic Fluid**	5 Gal. Pail	1 Pail	$ 31.75	$ 31.75
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering SUS32				
	Packaging/Container Size 5 gal pail				
	API Service Code N/A 2500 hr oil				
36.	**Multipurpose Grease**	120 lb. Keg	3 Kegs	$ 303.00	$ 909.00
	Manufacturer/Brand Coastal / Warren				
	Catalog/SKU# for Ordering 52718				
	Packaging/Container Size 120# Keg				
	API Service Code N/A - Coastal Pirem Hi-Temp				
37.	**Multipurpose Grease**	35 lb. Pail	1 Pail	$ 89.00	$ 89.00
	Manufacturer/Brand Coastal / Warren				
	Catalog/SKU# for Ordering 52717				
	Packaging/Container Size 35# Pail				
	API Service Code N/A Coastal Pirem Hi-Temp				
38.	**Multipurpose Grease**	14 oz. Tubes	500 Tubes	$ 2.38 per tube	$ 1190.00
	Manufacturer/Brand Coastal / Warren				
	Catalog/SKU# for Ordering 52713				
	Packaging/Container Size 50/14 oz tubes per case				
	API Service Code N/A Coastal Pirem Hi-Temp				
39.	**3% Moly Grease**	14 oz. Tubes	100 Tubes	$ 2.28	$ 228.00
	Manufacturer/Brand Super S / Smitty				
	Catalog/SKU# for Ordering SUS 203				
	Packaging/Container Size 50/14 oz tubes per case				
	API Service Code N/A Super Moly 2 EP				
40.	**TO-4 Fluid**	5 Gal. Pail	2 Pails	$ 54.40	$ 108.80
	Manufacturer/Brand Coastal / Warren				
	Catalog/SKU# for Ordering 16409				
	Packaging/Container Size 5 gal pail				
	API Service Code TO-4				

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
41.	**TO-4 Fluid** Manufacturer/Brand Coastal / Warren Catalog/SKU# for Ordering 16412 Packaging/Container Size 55/1 Drum API Service Code TO-4	55 Gal. Drum	1 Drum	$ 559.00	$ 559.00
42.	**2-Cycle TCW-3 Mix** Manufacturer/Brand Itasca/ Warren Catalog/SKU# for Ordering 702196 Packaging/Container Size 12qt case API Service Code/ TCW3	Quarts	24 Quarts	$ 39.75 per case	$ 79.50
43.	**Synthetic Compressor Oil** Manufacturer/Brand Elsel Catalog/SKU# for Ordering 6019-100 Packaging/Container Size 5 gal pail API Service Code/ N/A	5 Gal. Pail	1 Pail	$ 164.57	$ 164.57
44.	**Therma Oil** Manufacturer/Brand Elsel Catalog/SKU# for Ordering 2096-40 Packaging/Container Size 55/1 Drum API Service Code/ N/A	55 Gal. Drum	1 Drum	$ 836.37	$ 836.37
45.	**Mineral Oil** Manufacturer/Brand Citation 210 Catalog/SKU# for Ordering 8042-47-5 Packaging/Container Size 55/1 drum API Service Code/ N/A	55 Gal. Drum	1 Drum	$ 496.56	$ 496.56
46.	**Bar & Chain Oil** Manufacturer/Brand Itasca / Warren Catalog/SKU# for Ordering 702277 Packaging/Container Size 6 gallon case API Service Code/ N/A	Gallon Jugs	6 Gallons	$ 47.25 per case	$ 47.25
47.	**Kerosene** Manufacturer/Brand Catalog/SKU# for Ordering No Bid Packaging/Container Size API Service Code/	Gallon/Bulk	100 Gallons	$ No Bid	$ No Bid

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
48.	**Wheel Bearing Grease**	1 lb. Tub	12 Tubs	$ 32.60 per case	$ 32.60
	Manufacturer/Brand Coastal / Warren				
	Catalog/SKU# for Ordering 52153				
	Packaging/Container Size 12-1lb Tubs per case				
	API Service Code/ Coastal Uniplex Hi-Temp				
49.	**Mineral Spirits**	5 Gal. Pail	10 Pails	$ 39.95	$ 399.50
	Manufacturer/Brand Super S / Smitty's				
	Catalog/SKU# for Ordering SUS4				
	Packaging/Container Size 5 gallon pail				
	API Service Code/ N/A				
50.	**Antifreeze, Heavy Duty**	55 Gal. Drum	1 Drum	$ 475.00	$ 475.00
	Manufacturer/Brand Super S / Smitty's				
	Catalog/SKU# for Ordering SUS 72				
	Packaging/Container Size 55/1 Drum				
	API Service Code/				
51.	**Antifreeze, ELC 50/50**	55 Gal. Drum	1 Drum	$ 295.00	$ 295.00
	Manufacturer/Brand One Stop Automotive				
	Catalog/SKU# for Ordering 36254				
	Packaging/Container Size 55 gal drum				
	API Service Code/				
52.	**Antifreeze, ELC 50/50**	Gallon Jugs	20 Gallons	$ 41.65 per case	$ 138.80
	Manufacturer/Brand Super S / Smitty's				
	Catalog/SKU# for Ordering SUS 286				
	Packaging/Container Size 6 gallon case				
	API Service Code/				
53.	**5W-20 Syn. Blend M/O**	55 Gal. Drum	1 Drum	$ 345.00	$ 345.00
	Manufacturer/Brand Chemtuler International				
	Catalog/SKU # for Ordering 30615				
	Packaging/Container Size 55/1 Drum				
	API Service Code SN / GF-5				
54.	**5W-20 Syn. Blend M/O**	Quarts	12 Quarts	$ 26.95 per case	$ 26.95
	Manufacturer/Brand Coastal / Warren				
	Catalog/SKU # for Ordering 01601				
	Packaging/Container Size 12qt case				
	API Service Code SN / GF-5				

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
55.	**5W-30 Syn. Blend M/O** Manufacturer/Brand Chemlube elnt Catalog/SKU # for Ordering 30623 Packaging/Container Size 55 gal drum API Service Code SN/GF-5	55 Gal. Drum	1 Drums	$ 345.00	$ 345.00
56.	**5W-30 Syn. Blend M/O** Manufacturer/Brand Coastal / Warren Catalog/SKU # for Ordering 01701 Packaging/Container Size 12 qt. case API Service Code SN/GF-5	Quarts	12 Quarts	$ 26.95 per case	$ 26.95
57.	**10W-30 Syn. Blend M/O** Manufacturer/Brand Chemlube elnt. Catalog/SKU # for Ordering 30607 Packaging/Container Size 55/1 drum API Service Code SN/GF-5	55 Gal. Drum	1 Drums	$ 339.00	$ 339.00
58.	**10W-30 Syn. Blend M/O** Manufacturer/Brand Coastal / Warren Catalog/SKU # for Ordering 01801 Packaging/Container Size 12qt case API Service Code SN/GF-5	Quarts	12 Quarts	$ 26.95 per case	$ 26.95

GRAND TOTAL BID $ 48,123.78
(Total of all Extended Prices of all Bid Items 1-58)

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.

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 an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

Reciprocal Vendor Preference:
Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:
1. *Primary business location of the responding vendor (city/state):* Orlando, Fl
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☑ No If "yes" is checked, provide supporting detail:

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 proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project):

General Vendor Information and Bid Signature:

Firm Name: Scotty's Oil Company & Inc
Street Address: 2153 Rayburn St. Orlando, Fl 32824
Mailing Address (if different):
Telephone No.: 407-859-7281 Fax No.: 407-438-3590 E-mail: scottbennin@scottysoil.com
FEIN No. 59 - 2265327 Prompt Payment Terms: ____ % ____ days, net ____
Signature: Date: 2/10/14
Print Name: Scott Bennin Title: 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 (spot bid)
☐ Secondary vendor for items:
☐ Pre-qualified pool vendor based on price
☑ Primary vendor for items: 1-2-3-4-5-6-7-10-12-14-15-17-18-19-20-21-22-25-26-27-28-29-30-31-
☑ Other status: CO-AWARDEE 32-33-38-39-42-46-51-52-53-54-55-56-57-58
Signature of authorized County official: Date: 4-8-2014
Printed name: DONNA G VILLINIS Title: SENIOR CONTRACTING OFFICER

THE FOLLOWING DOCUMENTS ARE ATTACHED

Attachment 1: References Form
Attachment 2: Delivery Locations

ATTACHMENT 1 - REFERENCES

Agency	Osceola County Sheriff's Dept
Address	
City,State,ZIP	
Contact Person	Paul Simmons
Telephone	407-348-1159
Date(s) of Service	
Type of Service	Oils & Lubricants
Comments:	

Agency	Osceola County Fleet Maintance
Address	
City,State,ZIP	
Contact Person	
Telephone	407-742-1700
Date(s) of Service	
Type of Service	Oil & Lubes
Comments:	

Agency	Power Pro Tech Services
Address	
City,State,ZIP	
Contact Person	Earl Stein
Telephone	407-977-0890
Date(s) of Service	
Type of Service	Oil's & Lubes
Comments:	

ATTACHMENT 2 – DELIVERY LOCATIONS

Delivery site addresses may include but are not limited to the following:

ENVIRONMENTAL UTILITIES
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

FLEET
Astatula Fuel Annex
28215 Highway 561
Tavares, FL 32778

Fleet Maintenance
2300 W Griffin Road
Leesburg, FL 34748

Fleet Services Division
20423 Independence Boulevard
Groveland, FL 34736

PUBLIC SAFETY
Fire Station # 77
Fleet Maintenance
25028 Kirkwood Avenue
Astatula, FL 34705

PUBLIC WORKS
Maintenance Area I
2300 West Griffin Road
Leesburg, FL 34748

Maintenance Area II
609 Disston Avenue
Minneola, FL 34755

PUBLIC WORKS cont.
Maintenance Area III
19720 East 5th Street
Umatilla, FL 32784

PARKS DEPARTMENT

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

Park Services
Pear Park
5336 University Ave
Leesburg, FL 34748

Notes regarding Delivery Locations:

1) ***The County reserves the right to add or delete facilities to be serviced under the resulting contract(s).***

2) ***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.***

LAKE COUNTY
FLORIDA

OFFICE OF PROCUREMENT SERVICES
315 WEST MAIN STREET, SUITE 441
PO BOX 7800
TAVARES FL 32778-7800

PHONE: (352) 343-9839
FAX: 352) 343-9473

ADDENDUM NO. 1
February 21, 2014

ITB 14-0619
OIL AND LUBRICANTS

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

Questions regarding this solicitation were due February 19, 2014. The purpose of this addendum is to address the questions received and to supplement the Pricing Section as noted.

Question 1: Is there a certain grade/viscosity (or can you tell me what they currently use) for bid item #43 Synthetic Compressor Oil? In Section 2, Statement of Work, it indicates ISO 100 – is that correct for this item?

Answer 1: For item #43, Synthetic Compressor Oil, the viscosity should be SAE 30/40.

Question 2: Is there a certain grade/viscosity (or can you tell me what they currently use) for bid item #44, Therma Oil?

Answer 2: There is no grade/viscosity criteria for item #44, Therma Oil.

Question 3: Is there a certain grade/viscosity (or can you tell me what they currently use) for bid item #45, Mineral Oil?

Answer 3: For item #45, Mineral Oil, the grade will vary depending on use from 15 to 40. Accordingly, if additional spaces are required to price this item, vendors are instructed to use Attachment 1 of this Addendum. Any additional pricing submitted in Attachment 1 should be included in the Grand Total on page 33 of original ITB document.

Firm Name: Scotty's Oil Company Inc. Date: 2/24/14

Signature: Nicole Shelley Title: Sales Rep

Typed/Printed Name: NICOLE SHELLEY

ADDENDUM NO. 1 – ATTACHMENT 1
February 21, 2014

ITB 14-0619
OIL AND LUBRICANTS

SUPPLEMENT TO PRICING SECTION

Note: Bidders shall fill in the manufacturer name, brand, package size and API code (where applicable) for their bids to be considered. Please attach literature for the products being bid. Quantities given below are for evaluation purposes ONLY and are estimated based on prior usage. There is no guarantee of quantities to be ordered or number of orders to be placed during the course of the contract. 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.

Item	Product	Unit/Package	Est Qty	Unit Price	Extended Price
45.	**Mineral Oil** Manufacturer/Brand Citation 210 Catalog/SKU# for Ordering 8042-47-5 Packaging/Container Size 55/1 drum API Service Code/	55 Gal. Drum	1 Drum	$ 496.56	$ 496.56
45.	**Mineral Oil** Manufacturer/Brand Catalog/SKU# for Ordering Packaging/Container Size API Service Code/	55 Gal. Drum	1 Drum	$	$
45.	**Mineral Oil** Manufacturer/Brand Catalog/SKU# for Ordering Packaging/Container Size API Service Code/	55 Gal. Drum	1 Drum	$	$
45.	**Mineral Oil** Manufacturer/Brand Catalog/SKU# for Ordering Packaging/Container Size API Service Code/	55 Gal. Drum	1 Drum	$	$

Client#: 68764 SCOOI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gulfshore Insurance - Naples
4100 Goodlette Road North
Naples, FL 34103 -3303
239 261-3646

CONTACT NAME: Michelle A. Kalicharan
PHONE (A/C, No, Ext): 239 435-7143 FAX (A/C, No): 239 213-2852
E-MAIL ADDRESS: mkalicharan@gulfshoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : HDI-Gerling America Insurance	41343
INSURER B : United Specialty Insurance Comp	12537
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Scotty's Oil Co Inc
2153 Rayburn Street
Orlando, FL 32824

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EGGCD000016714	01/01/2014	01/01/2015	EACH OCCURRENCE	$2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			EAGCD000016714	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X MCS90 / X Pollution Lia							$
A	UMBRELLA LIAB X OCCUR			EXAGD000016714	01/01/2014	01/01/2015	EACH OCCURRENCE	$3,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$3,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWGCD000016714	01/01/2014	01/01/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Excess Liability			USA4026285	01/01/2014	01/01/2015	$1,000,000 Each Occurr $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: ITB #14-0619

CERTIFICATE HOLDER

Lake County, A Political
Subdivision of the State of FL
The Board of County Commissioner
P.O. Box 7800
Tavares, FL 32778-7800

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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