



BOARD OF COUNTY COMMISSIONERS

Escambia County, Florida

AI-815 **County Administrator's Report Item #: 10. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/19/2011
Issue: Lubrication Products, Anti-Freeze and Brake Fluids Specification Contract,
 PD 10-11.042
From: Amy Lovoy, Department Head
Organization: OMB
CAO Approval:

Information

RECOMMENDATION:

Recommendation Concerning Lubrication Products, Anti-Freeze and Brake Fluids Specification Contract, PD 10-11.042, - Amy Lovoy, Management and Budget Services Department Director

That the Board award a three year Contract for the Lubrication Products, Anti-Freeze and Brake Fluid Specification Contract, PD 10-11.042 to R.K. Allen Oil, Co. for the terms and conditions of the Contract in the amount of \$60,000.

[Funding: Fund 501, Internal Service Funds, Object Code 55201, Cost Center 210407]

BACKGROUND:

An Invitation to Bid was advertised in the Pensacola News Journal on April 18, 2011 and mailed on April 19, 2011 to specified vendors. The terms of the Contract are 36 months with 3-12 month extensions. The solicitation was sent to 14 vendors and 4 bids were received on May 3, 2011.

BUDGETARY IMPACT:

[Funding: Fund 501, Internal Service Funds, Object Code 55201, Cost Center 210407]

LEGAL CONSIDERATIONS/SIGN-OFF:

NA

PERSONNEL:

Fleet Maintenance Manager and Fuel Manager will be the administrators for this Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is consistent with the Escambia County, FL Code of Ordinance, Chapter 46 Finance, Article II, Purchases and Contracts, Division 3 Procedures, Section 46-85.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

[Bid Tabulation and Price Sheet](#)

Specification PD 10-11.042
Lubrication Products, Anti-Freeze & Brake Fluids for Various County Depts.
Opens 10:00AM, Tuesday, May 3, 2011

VENDORS				R.K. Allen Oil Co.		
Product	Description	Proposed Brand	Pkg Size	Unit Price	Estimated Yearly Usage	Estimated Yearly Cost
1	Motor Oil, Multi-Service	Chevron USRA				
	15W40-Bulk	Super Plus EC	Bulk	7.99/Gal	10,000 Gal	\$79,900.00
	55 Gal Barrel			439.45/bar	2 Barrells	\$878.90
	Qts		Qt.	2.60/Qt.		
	30 Wt	Chevron USRA	Bulk	9.50/Gal		
	55 Gal Barrel		55 Gal	522.50/Bar	2 Barrels	\$1,045.00
	Qts		Qt.	2.89 Qt.		
	50 Wt.		Bulk	11.00/Gal		
	Bulk-Gal		55 Gal	605.00/Bar	2 Barrels	\$1,210.00
	55 Gal Barrel		2 Barrels			
	Qts		NA			
2	Motor Oil, HighPerformance/Detergent	Havoline				
	30Wt.		Bulk	9.00/Gal		
	55 Gal Barrel		55 Gal	495.00/Bar		
	Qts		Qt.	2.44/Qt	48Qts	\$117.12
	5W20	Chevron Supreme	Bulk	8.50/Gal		
	Bulk-Gal		55 Gal	467.50/Bar		
	Qts			2.22/Qt	96 Qts	\$213.12
	5W30	Chevron Supreme	Bulk	9.00/Gal		
	55 Gal Barrel		55 Gal	495.00/Bar		
	Qts		Qt.	2.32/Qt.	500 Qts	\$1,160.00
	10W30	Chevron Supreme	Bulk	8.40/Gal		
	55 Gal Barrel		55 Gal	462.00/Bar		
	Qts		Qt.	2.64/Qt.	Qts.	\$0.00
	10W40	Chevron Supreme	Bulk	8.40/Gal		
	Bulk-Gal		55 Gal	462.00/Bar		
	Qts		Qt.	2.64/Qt.	Qts.	\$0.00
	20W50 APIS SM	Chevron Supreme	Bulk	8.40/Gal		
	55 Gal Barrel		55 Gal	462.00/Bar		
	Qts		Qt.	2.64/Qt.	Qts.	\$0.00
3	Hydraulic Oil, AW Universal	Chevron AW	Bulk	6.89/Gal	250 Gal	\$1,722.50
	Bulk-Gal		55 Gal	378.95/Bar	1 Barrel	\$378.95
	Pail		5 Gal	39.00/Pail		
4	Hydraulic Oil, High Dielectric	Chevron AW	Bulk	10.50/Gal		

	55 Gal Barrel	Rando HDZ	55 Gal	577.50/Bar	2 Barrels	\$1,155.00
	5 Gal		5 Gal	59.00/Pail		
5	Hydraulic Oil, 10 WT	Chevron Drive	Bulk	11.00/Gal		
	Bulk-Gal	Train Fluid HD	55 Gal	605.00/Bar		
	55 Gal Barrel		5 Gal	60.00/Pail	3 Barrels	\$1,815.00
	5 Gal Pail					
6	Hydraulic Oil, Tractor Hydraulic Fluid	Chevron 1000	Bulk	8.67/Gal	1000 Gal	\$8,670.00
	55 Gal Barrel	Tractor	55 Gal	476.85/Bar	4 Barrels	\$1,907.00
	5 Gal Pail	Hyo Fluid	5 Gal	47.90/Pail	2 Pails	\$95.80
7	Hydraulic Oil, Bio-Degradable	Chevron	Bulk	14.00/Gal		
	Bulk-Gal	Clarity	55 Gal	726.55/Bar	2 Barrels	\$1,453.10
	55 Gal Barrel	AW HYO Oil	5 Gal			
	Pail					
8	Gear Lubricant, Universal	Chevron RPM				
	55 Gal Barrel		55 Gal	646.00/Bar	1 Barrel	\$646.00
	16 Gal		16 Gal	225.00/Keg		
	5 Gal Pail		5 Gal	64.75/Pail		
9	Automatic Transmission Fluid	Kendall				
	Synthetic Blend					
	Bulk		Bulk	14.35/Gal	1000 Gal	\$14,350.00
	55 Gal Barrel		55 Gal	790.00/Bar		
	Qts		Qts.	NA		
10	Automatic Transmission Fluid	Chevron	Bulk	8.00/Gal	200 Gal	\$1,600.00
	Bulk Gal	Automatic	55 Gal	462.00/Bar		
	55 Gal Barrel	Tran Fluid MD3	Qts.	2.50/Qt		
11	Antifreeze/Summer Coolant	Havoline				
	Bulk-Gal	Conventional	Bulk	8.00/Gal	1000 Gal	\$8,000.00
	55 Gal Barrel		55 Gal	467.50/Bar		
	Gal		Gal	8.00/Gal	200 Gal	\$1,600.00
12	Antifreeze/Summer Coolant, Extended Life	Chevron				
	Bulk-Gal	Delo	Bulk	12.50/Gal		
	55 Gal Barrel	Extended	55 Gal-conc	687.50/Bar	3 Barrels	\$2,062.50
	Gal	Life	Gal 50/50mix	8.80/Gal	200 Gal	\$1,760.00
13	Brake Fluid	Warren				

	Gal	Autoguard	Gal	14.00/Gal	6 Gal	\$84.00
	Qts		Qts	4.00/Qt.	96 Qts	\$384.00
	Oz Btl		Oz Btl	2.00/Btl		
14	Synthetic Transmission Lubrican	Chevron				
	55 Gal Barrel	Synthetic	55 Gal Barrel	1366.99/Ba	1 Barrel	\$1,366.99
	5 Gal Pail	Trans Oil 50	5 Gal Pail	123.50/Pail	1 Pail	\$123.50
	Qts		Qts	NA		
15	Synthetic Grease Lubricant	Mobile				
	16 Gal	Mobilith	16 Gal	775.00/Keg		
	5 Gal Pail		5 Gal	240.00/Pail	4 Pails	\$960.00
16	Chassis Lubricant, High Performance, Extreme Pressure	Chevron				
	55 Gal Barrel	Starplex	55 Gal Barrel	834.00/Bar	6 Barrels	\$5,004.00
	16 Gal	EPZ	16 Gal Keg	262.20/Keg	1 Keg	\$262.20
	5 Gal		5 Gal Pail	76.50/Pail		
	Tubes		Tube	2.02/Tube	280 Tubes	\$565.60
17	Power Steering Fluid	Havoline				
	Qts		Qts	3.70/Qt	60 Qts	\$222.00
18	Chain Bar Oil					
	Brand	Itasca Bar				
	Gal (SINGLES)	& Chain Oil	Gal (Singles)	7.00/Gal	96 Gal	\$672.00
		Warren Oil Co.				

**ESCAMBIA COUNTY FLORIDA
INVITATION TO BID**

**BIDDER'S CHECKLIST
LUBRICATION PRODUCTS, ANTI-FREEZE AND BRAKE FLUID
SPECIFICATION CONTRACT PD 10-11.042**

- HOW TO SUBMIT YOUR BID

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE BIDS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE BIDS WILL BE RETURNED UNOPENED.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

PRE-QUALIFY PRODUCTS – SPECIFICATIONS AND SAMPLES PRIOR TO PREBID

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- SOLICITATION, OFFER AND AWARD FORM (IN DUPLICATE WITH ORIGINAL SIGNATURE)
- BID FORMS (IN DUPLICATE WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID

- NOTARIZED SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- INFORMATION SHEET FOR TRANSACTIONS AND CONVEYANCES CORPORATE IDENTIFICATION
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA OCCUPATIONAL LICENSE
- FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION – LICENSE(S), CERTIFICATION(S) AND/OR REGISTRATION(S)
- WRITTEN OPINION OF AN ATTORNEY FROM A FOREIGN STATE AS TO BID PREFERENCES

• BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
PLACED YOUR BID WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF BIDDER, AND DUE DATE AND TIME OF BID RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO BID

IF YOU DO NOT WISH TO BID AT THIS TIME, PLEASE REMOVE THE BIDDER SOLICITATION, OFFER AND AWARD FORM FROM THE BID SOLICITATION PACKAGE AND ENTER NO BID IN THE "**REASON FOR NO BID**" BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE BIDDER SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR BIDDER'S LIST.

**THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR
BID ONLY.
DO NOT RETURN WITH YOUR BID**

**ESCAMBIA COUNTY
FLORIDA**

INVITATION TO BIDDERS

**LUBRICATION PRODUCTS, ANTI-FREEZE AND BRAKE FLUID
SPECIFICATION CONTRACT NUMBER PD 10-11.042**

BIDS WILL BE RECEIVED UNTIL: 10:00a.m., CDT, Tuesday, May 3, 2011
A Pre-Solicitation Conference will be held at 10:00 a.m., CDT, Tuesday, April 26, 2011,
Office of Purchasing, 2nd Floor, Room 11.407, 213 Palafox Place, Pensacola, FL 32502

**Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591**

Board of County Commissioners

Kevin W. White, Chairman
Wilson B. Robertson, Vice Chairman
Grover Robinson IV
Gene Valentino
Marie K. Young

**From:
Claudia Simmons, Chief, Purchasing**

Procurement Assistance:

Lester L. Boyd
Purchasing Specialist
Office of Purchasing, 2nd Flr.
Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4944
Fax: (850) 595-4805

Technical Assistance:

Monty Musser
Fuel Manager
Fleet Maintenance
Road Department
601 Hwy 297A
Cantonment, FL 32533
Phone: (850) 937-2134
Fax: (850) 937-2136

Technical Assistance:

Terry Gray
Fleet Maintenance, Mgr.
Fleet Maintenance
Road Department
601 Hwy 297A
Cantonment, FL 32533
Phone: (850) 937-2123
Fax: (850) 937-2129

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**LUBRICATION PRODUCTS, ANTI-FREEZE AND BRAKE FLUID FOR VARIOUS,
COUNTY DEPARTMENTS SPECIFICATION CONTRACT
PD 10-11.042**

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BID FORM
Specification Number PD 10-11.042

Lubrication Products, Anti-Freeze and Brake Fluid for Various County Departments Specification Contract

Board of County Commissioners
 Escambia County, Florida
 Pensacola, Florida 32502

Date: _____

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Lubrication Products, Anti-Freeze and Brake Fluid** as described and listed in this Invitation for Bids, and subject to all conditions thereof, I, undersigned, hereby propose to provide at the following price:

QUANTITY		DESCRIPTION		UNIT PRICE	
Product	Proposed Brand	Pkg Size	Unit Price	Estimated Yearly Usage	Estimated Yearly Cost
1. Motor Oil, Multi-Service					
Brand	_____				
15W40		Bulk	\$ _____ /Gal	10,000 Gal	\$ _____
		55 Gal	\$ _____ /Barrel	2 Barrels	\$ _____
		Qt	\$ _____ /Qt		
30 Wt		Bulk	\$ _____ /Gal		
		55 Gal	\$ _____ /Barrel	2 Barrels	\$ _____
		Qt	\$ _____ /Qt		
50 Wt		Bulk	\$ _____ /Gal		
		55 Gal	\$ _____ /Barrel	2 Barrels	\$ _____
		Qt	\$ _____ /Qt		
2. Motor oil, High Performance/Detergent					
Brand	_____				
30 Wt		Bulk	\$ _____ /Gal		
		55 Gal	\$ _____ /Barrel		
		Qt	\$ _____ /Qts	48Qts	\$ _____
5W20		Bulk	\$ _____ /Gal		
		55 Gal	\$ _____ /Barrel		
		Qt	\$ _____ /Qts	96 Qts	\$ _____
5W30		Bulk	\$ _____ /Gal		
		55 Gal	\$ _____ /Barrel		
		Qt	\$ _____ /Qt	500 Qts	\$ _____
10W30		Bulk	\$ _____ /Gal		
		55 Gal	\$ _____ /Barrel		
		Qt	\$ _____ /Qt	Qts	\$ _____

10W40	Bulk	\$ _____ /Gal	
	55 Gal	\$ _____ /Barrel	
	Qt	\$ _____ /Qt	Qts \$ _____

20W50 APIS SM	Bulk	\$ _____ /Gal	
	55 Gal	\$ _____ /Barrel	
	Qt	\$ _____ /Qt	Qts \$ _____

3. Hydraulic Oil, AW Universal
Brand _____

Bulk	\$ _____ /Gal	250 Gal \$ _____
55 Gal	\$ _____ /Barrel	1 Barrels \$ _____
5 Gal	\$ _____ /Pail	

4. Hydraulic Oil, High Dielectric
Brand _____
AW _____

Bulk	\$ _____ /Gal	
55 Gal	\$ _____ /Barrel	2 Barrels \$ _____
5 Gal	\$ _____ /Pail	

5. Hydraulic Oil, 10 WT
Brand _____

Bulk	\$ _____ /Gal	
55 Gal	\$ _____ /Barrel	3 Barrels \$ _____
5 Gal	\$ _____ /Pail	

6. Hydraulic Oil, Tractor Hydraulic Fluid
Brand _____

Bulk	\$ _____ /Gal	1000 Gal \$ _____
55 Gal	\$ _____ /Barrel	4 Barrels \$ _____
5 Gal	\$ _____ /Pail	2 Pails \$ _____

7. Hydraulic oil, Bio-Degradable
Brand _____

Bulk	\$ _____ /Gal	
55 Gal	\$ _____ /Barrel	2 Barrels \$ _____
5 Gal	\$ _____ /Pail	

8. Gear Lubricant, Universal
Brand _____

55 Gal	\$ _____ /Barrel	1 Barrels \$ _____
16Gal	\$ _____ /Pail	
5 Gal	\$ _____ /Keg	

9. Automatic Transmission Fluid Synthetic Blend
Brand _____

Bulk	\$ _____ /Gal	1000 Gal \$ _____
55 Gal	\$ _____ /Barrel	
Qts	\$ _____ /Qt	

10. Automatic Transmission Fluid
Brand _____

Bulk	\$ _____ /Gal	200 Gal \$ _____
55 Gal	\$ _____ /Barrel	
Qts	\$ _____ /Qt	

Continued
 BID FORM
 Lubrication Products, Anti-Freeze & Brake Fluid for Various County Departments Specification Contract
 Specification Number PD 10-11.042

11. Antifreeze/Summer Coolant

Brand _____

Bulk	\$ _____ /Gal	1000 Gal \$ _____
55 Gal	\$ _____ /Barrel	
Gal	\$ _____ /Gal	200 Gal \$ _____

12. Antifreeze/Summer Coolant, Extended Life

Brand _____

Bulk	\$ _____ /Gal	
55 Gal (Conc.)	\$ _____ /Barrels	3 Barrels \$ _____
Gal (50/50mix)	\$ _____ /Gal	200 Gal \$ _____

13. Brake Fluid

Brand _____

Gal	\$ _____ /Gal	6 Gal \$ _____
Qts	\$ _____ /Qt	96 Qt \$ _____
Oz Btl	\$ _____ /Btl	

14 Synthetic Transmission Lubricant

Brand _____

55 Gal	\$ _____ /Barrel	1 Barrel \$ _____
5 Gal Bucket	\$ _____ /Pail	1 Pail \$ _____
Qts	\$ _____ /Qt	

15. Synthetic Grease Lubricant

Brand _____

16 Gal	\$ _____ /Keg	
5 Gal	\$ _____ /Pail	4 Pails \$ _____

16. Chassis Lubricant, High Performance, Extreme Pressure

Brand _____

55 Gal	\$ _____ /Barrel	6 Barrels \$ _____
16 Gal	\$ _____ /Keg	1 Kegs \$ _____
5 Gal	\$ _____ /Pail	
Tubes	\$ _____ /Tube	280Tubes \$ _____

17. Power Steering Fluid

Brand _____

Qt	\$ _____ /Qt	60 Qts \$ _____
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18. Chain Bar Oil

Brand _____

Gal (Singles)	\$ _____ /Barrel	96 Gallons \$ _____
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CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number _____

Bidder: _____

Occupational License No. _____

By: _____

Signature: _____

Title: _____

Address: _____

Person to contact concerning this bid:

Phone/Toll Free/Fax # _____

E-Mail Address: _____

Home Page Address: _____

Terms of Payment

(Check one) Net 30 Days ____ 2% 10th Prox ____

Person to contact for emergency service:

Will your company accept Escambia County Purchasing
Cards? Yes ____ No ____.

Phone/Cell/Pager #: _____

Will your company accept Escambia County Direct
Payment Vouchers? Yes ____ No ____.

County Permits/Fees required for this project:

Person to contact for disaster service:

<u>Permit</u>	<u>Cost</u>
_____	_____
<u>None Known</u>	_____
_____	_____
_____	_____

Home Address: _____

Home Phone/Cell/Pager #: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

- 1.
- 2.
- 3.
- 4.

Purchasing Agreements with Other Governmental Agencies

Accept provisions of purchase agreement with other governmental agencies [] Yes [] No

Signature: _____

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to _____
(Print name of the public entity)
- by _____
(Print individual's name and title)
- for _____
(Print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
 - c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers,

directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(Indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to an subscribed before me this _____ day of, 19_____

Personally known _____

OR produced identification _____

(Type of identification)

Notary Public - State of _____

My commission expires _____

(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

Date

**Information Sheet
for Transactions and Conveyances
Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One)
Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

**Authorized to transact business
in Florida:** Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):

(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation, which varies from these General Terms, and Conditions shall have precedence. Submission of the Bidder Solicitation, Offer and Award Form and Bid Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: <http://www.co.escambia.fl.us/purchasing>
Click on **ON-LINE SOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
 - 5.01 **Taxes**
 - 5.02 **Discounts**
 - 5.03 **Mistakes**
 - 5.04 **Condition and Packaging**
 - 5.05 **Safety Standards**
 - 5.06 **Invoicing and Payment**
 - 5.07 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers= Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
 - 9.01 **County Procedure on Acceptance of Gifts**
 - 9.02 **Contractors Required to Disclose any Gift Giving**
 - 9.03 **Gratuities**
10. **Awards**
11. **Nonconformance to Contract Conditions**
12. **Inspection, Acceptance and Title**
13. **Governmental Restrictions**
14. **Legal Requirements**
15. **Patents and Royalties**
16. **Price Adjustments**
17. **Cancellation**
18. **Abnormal Quantities**
19. **Advertising**
20. **Assignment**
21. **Liability**
22. **Facilities**
23. **Distribution of Certification of Contract**

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Bidder(s) must provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations,
URL:<http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html>
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 10-11.042 "Lubrication Products, Anti-Freeze and Brake Fluid for Various County Department Specification Contract",
Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time, as the County assumes no responsibility for it. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The County is seeking a responsible vendor to provide quality lubrication products, anti-freeze and brake fluid to various departments throughout the County within a reasonable amount of time.

2. **Procurement Questions**

Procurement questions may be directed to Lester L. Boyd, Purchasing Specialist, Phone: (850) 595-4944, Fax: (850) 595-4805. Technical questions may be directed to: Monty Musser, Fuel Manager, Phone: (850) 937-2134, Fax: (850) 937-2136 or Terry Gray, Fleet Maintenance Manager, Phone: (850) 937-2123, Fax: (850) 937-2129.

3. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Award Form and Bid Form, which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offerors Checklist included in this solicitation provides instructions to the offeror on the documentation to be submitted during the procurement process.

4. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at, the Office of Purchasing, 2nd Floor, Matt Langley Bell III Building, 213 Palafox Place, Pensacola, Florida 32502 in Conference Room 11.407 on Tuesday, April 26, 2011, 10:00 a.m. CDT.

5. **F.O.B. Point**

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading (**this includes inside delivery if requested**) to designated point within Escambia County.

6. **Delivery**

Delivery to be as notified by Escambia County, and the quantity will depend upon the County's need at the time of request.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration, (OSHA) requirements. Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1. The potential for fire, explosion, corrosiveness and reactivity;
 - 2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and
 - 3. The primary route of entry and symptoms of over exposure.
- C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
223 Palafox Place, Room 204
Pensacola, FL 32502

9. **Information and Descriptive Literature**

Each offeror shall submit descriptive literature and complete **specifications** covering the products offered and a sample of each for approval. **These items must be submitted to the County no later than 10:00 a.m., CDT, Tuesday, April 26, 2011 (Pre-Solicitation Meeting).** Offerors shall furnish all information requested on the bid form. Reference to literature submitted on a previous offer will not satisfy this provision. Offers shall be subject to rejection if these requirements are not met.

10. **Brand/Manufacturer Referenced**

Reference manufacturer indicated. Products similar in design and equal in function and performance may also be considered. Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. **Samples/Demonstrations**

Samples of any product or demonstrations shall be furnished upon request for a quality test or comparison without cost to the County. **Vendor name and solicitation number shall identify all samples.**

12. **Protection of Property/Security Additional**

The awarded vendor shall take all necessary precautions to protect buildings and personnel. All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

13. **Emergency Services**

The contractor resulting from this solicitation is for services that are required during **EMERGENCY** situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night. The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

14. **Contract Term/Renewal/Termination**

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend until September 30, 2011, at which time the contract can be renewed for a period of thirty-six (36) months. Changes in the terms or conditions shall be reduced to writing as an addendum to this contract and both parties shall execute such addendum.

This contract shall be subject to appropriation of funds by the Board of County Commissioners on a yearly basis.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

E. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

15. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of twelve months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

16. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for six (6) price adjustments. Written request for price adjustment may be made six (6) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the County. The County's designated representative shall accept all price adjustments. Adjustment in price shall be accomplished by written amendment to this contract.

17. **Purchasing Agreements with other Government Agencies**

The submission of any offer in response to this Solicitation constitutes an offer made under the same terms and conditions, for the same contract price, to other governmental agencies within the offerors area of responsibility, territory, zone, region, etc., unless otherwise stipulated by the offeror on the bid form.

Each governmental agency desiring to accept these offers, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this offer.

18. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

19. **Ordering**

The County will issue release (purchase) orders against the contract on an as needed basis for the supplies or services listed on the bid/proposal form. The County has adopted the Visa Purchasing Card Program. The Visa Purchasing Card may be used for purchases on an as needed basis, for the supplies or sources listed on the bid/proposal form, for less than \$1000.00 per individual transaction. The County can issue vouchers for less than \$1000.00 against the contract, on an as needed basis, for the supplies or services listed on the bid/proposal form.

20. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

21. **Award**

Award shall be made on an "all-or-none total" basis

22. **Termination**

- A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.
- B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that awarded vendor violates any of the provisions of the contract, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

23. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

24. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

25. **Quantity**

Escambia County reserves the right to increase or decrease estimated quantities as required. Estimated quantities are shown on the bid form.

It is understood by all offeror's that these are only estimated quantities and the county is not obligated to purchase any minimum or maximum amount during the life of this contract.

Insurance Requirements

26. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer, but certificates indicating that the insurance is currently carried, or a letter from the carrier indicating upgrade availability will speed the review process.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VIII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

by its insurance policies. The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages

described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage

Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Lester L. Boyd, Purchasing Specialist
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32591-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

27.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first \$100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

SCOPE OF WORK

Contract Period: May 3, 2011 through September 30, 2011

Routine deliveries will be necessary as notified by Escambia County. Products on the qualified list will be available for **delivery or pickup within forty-eight hours** of receipt of notification from Escambia County Fuel Distribution.

The County will receive all **sample products and specifications no later than the pre-bid meeting at 10:00 a.m., CDT on Tuesday, April 26, 2011.** The County will make the final decision as to what qualifies. Only the successful vendor's supply list will be the qualified products. Only premium products will be acceptable. No re-refined oils will be approved for use.

The County may ask that additional products be added during the term of the contract. The prices quoted on those products are to be added to the contract and run the same term as the original contract.

Bidders will submit unit prices for each product in all available container sizes. Container sizes include pint, quart, gallon, pail (5 gallon bucket), keg (16 gallon drum), barrel (55 gallon drum), and tube (14-16 ounce for grease guns). If a product is not offered in a particular container size, then that price will not be required for that container size. Bulk prices will be per gallon cost. The various product sizes listed without a quantity should be given a unit price on the Bid Form. Those sizes are not being used at this time but may be required during the term of the contract.

1. Motor oil, Multi-Service,

Shall meet or exceed API engine service classifications for crankcase oil (as applicable) CF-2, CJ-4 and SN. Shall meet or exceed industrial specifications (as applicable) Caterpillar CD/TO-2 and TO-4 and GMC Allison and C-4. May be SAE low, 30, 40, 50 and/or 15w40 viscosity grades

Annual usage estimate:

15w40	Bulk: <u>10,000 gallons</u>
15w40	Barrels (55 GL Drum): 4
30wt	Barrels (55 GL Drum): <u>2</u>
50wt	Barrels (55 GL Drum): <u>2</u>

Approved MULIT-GRADE Products:

Citguard 600
Delo 400
Shell Rotella T
Union 76 Guardol ECT

Approved MONO-GRADE products:

Citguard 600
Mobil Delvac 1600 Series
Union 76 Guardol ECT

2. Motor oil, High Performance/Detergent

Shall meet or exceed API engine service classifications for crankcase oil (as applicable) CI4, and SN. May be SAE 30wt, 5w20, 5w30, IOw30, 10w40, and/or 20w50 viscosity grades.

Annual usage estimate:

30wt	Quarts: <u>48</u>
5w20	Quarts: <u>96</u>
5w30	Quarts: <u>500</u>
10w30	Quarts:
10w40	Quarts:
20w50	Quarts: <u>API SM</u>

Approved Products:

Chevron Supreme
Citgo Superguard
Mobil Drive Clean
Mobil Drive Clean Plus
Union 76 Super
Union 76 High Performance

3. Hydraulic oil, AW Universal

Shall meet or exceed industrial specifications Abex Denison HF-0, HF-1, and HF-2; Cincinnati Milacron P-68, P-69, and P-70; and Vickers M2950S and 1-286-S. Shall meet or exceed military specifications MIL-H-46001C. Shall be an ISO grade 46 or 68 (as applicable). Shall have a natural viscosity index of at least 95. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

Annual usage estimate:

Bulk: 250 gallons

Barrels (55 GL Drum): 1

Approved Products:

Chevron Hydraulic Oils AW

Citgo AW Hydraulic Oils

Mobile Hydraulic AW Series

Union 76 Unax AW-WR

4. Hydraulic oil, High Dielectric

Shall be a special high dielectric (insulating) fluid designed specifically for use in mobile hydraulic systems on aerial lift bucket trucks and fire fighting lift bucket trucks. Shall meet or exceed general performance requirements of major pump manufacturers in piston, vane, and gear pumps. Shall have a minimum dielectric strength (ASTM D-977) of 30 KV. Shall have a viscosity index of at least 150. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

Annual usage estimate:

Barrels (55 GL Drum): 2

Approved Products:

CP Hydraulic Fluid

Kendal Hyken Golden MV Hydraulic

Shell Tellus T oils

5. Hydraulic Oil 10wt

Shall be formulated to meet the Caterpillar TO-4 specification as well as the Allison C-4 requirements for transmission and drive train fluids. Must also meet Eaton Fuller transmission and Komatsu-Dresser Equipment hydraulic specification. Must be available in SAE viscosity grade 10W.

Annual usage estimate:

Barrels (55 GL Drum): 3

Approved Products:

Shell Donax TC 10wt

6. Hydraulic oil, Tractor Hydraulic Fluid

Shall meet or exceed the following equipment manufacturer's specifications, Allis Chalmers PF821; JI Case JIC-143 TFD, JIC-144 TCH, JIC-185 Hi Vis; John Deere J20A; Ford M2C53A, M2C134C; and Massey Ferguson M1127. Shall have a minimum natural viscosity index of 130. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

Annual usage estimate:

Bulk: 1,000 gallons

Barrels (55 GL Drum): 4

Pails (5 GL Bucket): 2

Approved Products:

Chevron 1000 THF

Citgo Transguard Tractor Hydraulic

Union 76 Tractor Hydraulic Fluid

7. Hydraulic oil, Bio-Degradable

Shall be an equal to brand MOBIL EAL224.

Annual usage estimate:

Barrels (55 GL Drum): 2

Approved Product:

Mobil EAL 224 H

8. Gear Lubricant, Universal

Shall meet or exceed API service classifications GL4 and GL5. Shall meet or exceed military specification MIL-L-2105C & D. Shall meet or exceed equipment specification Mac GO-G. Shall meet lubricant requirements of limited slip differentials for partial fill basis. Shall be SAE grade 80w90 or 85w140. Shall be formulated to include oxidation and rust inhibitors, anti-wear agents, foam resistant additives, and pour depressant.

Annual usage estimate:
Barrels (55 GL/400 LB Drum): 1
Pails (5 GL/35 LB Bucket):

Approved Products:
Chevron RPM Universal Gear Lubricant
Citgo Premium Gear Oil
Mobilube HD Plus 80w140
Union 76 MP Gear Lube

9. Automatic Transmission Fluid Synthetic Blend

Shall be a synthetic blend and meet or exceed the requirements of U.S. and import car, van, and truck automatic transmissions, power shift transmissions and other types of service requiring an approved and licensed GM DEXRON III and MERCON V automatic transmission fluid. Shall meet Allison C-4, Mercon V, JAS M315, Class 1A specifications.

Annual usage estimate:
Bulk 1000

Approved Products:
Kendall® VersaTrans ATF (ECAT)

10. Automatic Transmission Fluid

Shall meet or exceed the requirements of U.S. and import car, van, and truck automatic transmissions, power shift transmissions and other types of service requiring an approved and licensed GM DEXRON III and Ford Mercon automatic transmission fluid.

Annual usage estimate:
Bulk: 200 gallons
Barrels (55 GL Drum):
Quarts:

Approved Products:
Chevron Automatic Transmission Fluid
Citgo Transgard ATF
Mobil Multi Purpose ATF

11. Antifreeze/Summer Coolant

Shall meet or exceed SAE Standard J1034 and J1941. Shall meet or exceed ASTM D4985 specifications for Ethylene Glycol Base Engine Coolant. Shall meet or exceed equipment specification Cummins 85T8-2 and 90T8-4. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-302.

Annual usage estimate:
Bulk: 1000 gallons
Barrels (55 GL Drum):
Gallons: 200

Approved Product:
Shellzone

12. Antifreeze/Summer Coolant, Extended Life

Shall meet equipment specifications CAT EC-1, Detroit Diesel 7SE-298, Cummins Service Bulletin 3666286. Shall meet or exceed the Maintenance Council of the American Trucking Association RP-329. Shall meet or exceed ASTM 4985. Shall be compatible to mix with other similar brands of extended life coolants.

Annual usage estimate:
Barrels (55 GL Drum):3 (Concentrate)
Gallons: 200 (50/50 mix)

Approved Products:
Delo Extended Life Coolant System
Shell Rotella ELC

13. Brake Fluid

Shall be suitable for use in both disc and drum brake systems, DOT compliant to DOT 3, DOT 4 testing specifications, compatible with all other manufacturers DOT compliant brake fluid, as well as being registered and approved in all States with such requirements.

Annual usage estimate:

Quarts: 96

Gallons: 6

Approved Products:

Pride

Warren HD Dot 3

14. Synthetic Transmission Lubricant

For use in Mack truck transmissions. Shall meet or exceed equipment specification Mack TO-A PLUS. Shall meet manufacturers specifications Meritor 0-81 and Spicer MS-961-T. Shall be equal to brand Mobiltrans SHC 50 SAE 50.

Annual usage estimate:

Barrels (55 GL Drum): 1

Pails (5 GL Bucket): 1

Approved Products:

Citgo Synthetic Gear Lube SAE 50

Mobil SHC 50

Union 76 Triton Synthetic Gear Lube CD-50

15. Synthetic Grease Lubricant

For use in Elgin sweepers. Shall be a lithium complex grease NGLI-00. Shall be equal to brand Mobilith SHC 007.

Annual usage estimate:

Pails (5 GL/35 LB Bucket): 4

Approved Product:

Mobilith SHC 007

16. Chassis Lubricant, High performance, Extreme Pressure, NGLI Grade 2

Shall meet or exceed specifications ASTM D4950. Shall be a NGLI-GC-LB lubricant. Shall contain rust and oxidation inhibitors and be water resistant. Shall meet or exceed manufacturers general requirements for lubrication of high-speed wheel bearings, universal joints, chassis grease points, 5th wheels, and trailer landing gears.

Annual usage estimate:

Barrels (55 GL/400 LB Drum): 6

Kegs (16 GL/120 LB Drum): 1

Tubes: 280

Approved Products:

Chevron Delo Greases

Kendal SHP

Union 76 Multiplex Red Grease

17. Power Steering Fluid

Shall be a petroleum hydrocarbon product. ACGIH, TLV (ppm) 5; OSHA, PELS (ppm) 5; NIOSH, TWA (ppm) 5; Grade: B150; and Viscosity: 29.5 cst @ 40c.

Annual usage estimate:

Quarts: 60

Approved Products:

Pride

18. Chain Bar Oil

Lubricant must be designed especially for the lubrication of bar and chains on chain saws and open/ enclosed chains on other outdoor equipment. Must be formulated with additives to assure excellent performance, displaying high load-carrying capacity and good adhesion to minimize oil throw off.

Annual usage estimate:

Single Gallons : 96

Approved Products:

Logger's Pride (Davison Oil)

Itasca (Warren Oil)