

AGREEMENT RELATING TO ENGINE LUBRICATION PRODUCTS (P.D. 21-22.099)

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and The McPherson Companies, Inc. (hereinafter referred to as "Contractor"), a foreign for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 63-0657937, whose principal address is 5051 Cardinal Street, Trussville, AL 35173.

WITNESSETH:

WHEREAS, on August 4, 2022, the County issued an Invitation to Bid (P.D. 21-22.099) seeking vendors to provide specified products on an as-needed basis; and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such products; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of purchasing such items as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
2. Term. This Agreement will commence upon the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two (2) additional twelve (12) month term up to a maximum of thirty-six months.

After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend this Agreement for up to an additional six (6) months. The County shall provide written notice to the Contractor no later than thirty (30) days prior to the expiration of the current one (1) year renewal period.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in *Escambia County's Invitation to Bid, Lubrication Products, Specification No. P.D. 21-22.099*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits herein and this Agreement, the terms of this Agreement shall prevail.
4. Pricing. County shall pay Contractor for products in accordance with the Contractor's Bid Form, attached hereto as **Exhibit B**. The prices shall include all costs of packaging, transporting, delivery and unloading to designated point within Escambia County. All items purchased by the County pursuant to this agreement are subject to post sale audit adjustment. In the event an audit indicates Contractor has not honored quoted price lists and discounts, Contractor will be liable for any and all overage charges.

5. Price Adjustments. Written requests for price adjustment may be made by Contractor every twelve (12) months, no less than 30 days prior to the requested effective date. Any requested price increase shall be accompanied by written justification attesting that the request is a bona fide cost increase to the Contractor. Any price decrease effectuated during the term of the Agreement shall be passed on the County by the Contractor. Any price adjustment shall be accomplished by written amendment to this Agreement and approved by the Board of County Commissioners.

6. Purchase Orders. The County shall issue written purchase orders for products to the Contractor on an as-needed basis. The supplies shall be described in detail and the time frame in which delivery needs to be accomplished will be stated in the purchase order. No minimum quantity is guaranteed during the term of this agreement, and only those ordered pursuant to a purchase order may be compensated.

7. Method of Payment/Billing. Contractor may request payment from County by the submission of a properly executed original invoice. Invoices must reflect the amount due and owing for the value of items received and accepted with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

8. Termination. The County retains the right to terminate this Agreement immediately for cause at any time during the term of the Agreement. This Agreement may be terminated for convenience by the County upon providing thirty (30) days written notice to Contractor. This Agreement may be terminated for cause by the Contractor upon providing ninety (90) days written notice to the County. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination, but Contractor shall not be entitled to any other recovery against County, including, but not limited to, damages or any anticipated profit on portions of work not performed.

9. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties, interest, demands, judgments, and cost 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 Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. 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 relating to this Agreement. 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.

10. Insurance. The Contractor is required to carry the following insurance:
- (a) Commercial General Liability, Form CG1, with \$1,000,000 per occurrence/\$2,000,000 annual aggregate limit;
 - (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
 - (c) Pollution/Environmental Impairment Liability with \$1,000,000 per occurrence; and
 - (d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease.

Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least 30 days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to the Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation). Certificates of Insurance shall be provided to the Office of Purchasing prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. The Board of County Commissioners and Escambia County shall also be the certificate holders.

11. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

12. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: The McPherson Companies, Inc.
Attention: President
5051 Cardinal Street
Trussville, AL 35173

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

13. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

14. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947**

15. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

16. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement, including, but not limited to, the Occupational Safety and Health Act, 29 CFR §1910 and 1926, respectively; and the Florida Workers' Compensation Law, Chapter 440, Florida Statutes. Failure to adhere to the requirements of any applicable laws and regulations shall be grounds for an immediate work stoppage, either by County staff or the Contractor, until the deficiency is corrected.

17. Employment Eligibility Verification (E-VERIFY). In accordance with §448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

18. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

19. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

20. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness: _____

Wesley J. Moreno, County Administrator

Witness: _____

Date: _____

Approved as to form and legal sufficiency.

BCC Approved: _____

By/Title: Kristin D. Hual, DCA

CONTRACTOR:
THE MCPHERSON COMPANIES, INC.

Date: 09-30-2022

By: 
Charles K. McPherson, Jr., President

ATTEST:

Corporate Secretary

Date: 10-3-22



ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID
LUBRICATION PRODUCTS
SPECIFICATION NUMBER PD 21-22.099

Bids will be received until: 9/6/2022 4:00 PM	Pre-Solicitation Conference: 8/17/2022 at 9:00 AM
Bid Delivery/Courier Address: 213 Palafox Place Second Floor, Matt Langley Bell, III Building Pensacola, FL 32502 OR Upload Via Vendor Registry Bid Opening Audio & Video: Click here to join the meeting Bid Opening Audio Only: (863) 333-5817 Conference ID: 947 644 147 #	Pre-Solicitation Audio & Video: Click here to join the meeting Pre-Solicitation Audio Only: (863) 333-5817 Conference ID: 733 823 936 #

Board of County Commissioners

Jeff Bergosh, Chairman
Douglas Underhill, Vice Chairman
Lumon May
Robert Bender
Steven Barry

From:
Jeffrey Lovingood
Deputy Purchasing Manager

Assistance:

Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4878
E-Mail: abroggenbuck@myescambia.com

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.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County or Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and
2. Holds any business license required by Escambia County or Santa Rosa County, and
3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$50,000.00 and \$249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between \$250,000.00 and \$999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of \$1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.
2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.
3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.
4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective

means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a “competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation.” For any such solicitation, the County must disclose in the bid package that “any applicable local ordinance or regulation does not include any local preference...” See §255.0991, Florida Statutes.

**ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
LUBRICATION PRODUCTS
SPECIFICATION PD 21-22.099**

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 the date and hour 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.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:

- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:

- Letter from Insurance Carrier as Specified in the "Insurance Requirements"
- 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

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 DOCUMENTS 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 Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid 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.
Do not return this form with your bid.**

**LUBRICATION PRODUCTS
PD 21-22.099**

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Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

ESCAMBIA COUNTY, FLORIDA

Submit Offers to:

Buzz Roggenbuck

Invitation to Bid

Sr. Purchasing Coordinator

Lubrication Products

Office of Purchasing, 2nd Floor, Room 11.101

213 Palafox Place, Pensacola, FL 32502

Post Office Box 1591, Pensacola, FL 32591-1591

Solicitation Number PD 21-22.099

Phone: 850-595-4878

Solicitation

MAILING DATE: August 4, 2022

PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 9:00 APM CDT, August 17, 2022.

OFFERS WILL BE RECEIVED UNTIL: 4:00 PM CDT, September 6, 2022, and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia County Office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Terms of Payment

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer

Vendor Name: _____

Address: _____

City, ST. & Zip: _____

Phone: (____) _____

Toll Free: (____) _____

Fax: (____) _____

Bid Bond Attached:
\$ _____

(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

*

Signature of Person Authorized to Sign Offer
(Original Signature Required)

*** Failure to execute this Form binding the bidder offer shall result in the bid being rejected as non-responsive.**

Bid Form

Use the Excel spreadsheet on Vendor registry for the Bid Submittal

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (**Sec. 46-110.-Local Preference in Bidding**).

Yes ___ No ___

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 CORPORTATION

State of Florida Department of State Certificate
of Authority Document Number

Occupational License # _____

Terms of Payment (check one)
Net 30 days ___ 2% 10th Prox ___

Will your company accept Escambia County
Purchasing Cards? Yes ___ No ___

Will your company accept Escambia County
Purchasing Cards? Yes ___ No ___

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of **\$1,000.00**.

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

1. This sworn statement is submitted to _____
(Print Name of 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 of 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 thirty-six (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 a 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 is 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 ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH 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 and subscribed before me this _____ day of _____, 20____. 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' 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 One (1).
4. In the statement specified in Paragraph One (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 the 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
Corporate Identification
(Page 1 of 2)

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

(Please Circle One)

Is this a Florida Corporation:

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 Number:

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 both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

**Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)**

Federal Identification Number:

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

Contact Person for Company:

E-Mail: _____

Telephone: _____

Facsimile: _____

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

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 web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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 Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at <https://myescambia.com/our-services/purchasing> then click "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. Non-Conformation 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

**The following General Terms and Conditions are incorporated by reference
(Continued)**

22. Facilities
23. Distribution of Certification of Contract
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://dos.myflorida.com/sunbiz/search/>
47. Execution of Contract
48. Purchase Order
49. No Contingent Fees
50. Solicitation Expenses
51. On-Line Auction Services

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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 21-22.099, "Lubrication Products", Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the Specification number and project name. Bids may be submitted electronically via Vendor Registry.

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 same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the Offeror(s).

The Following Policy will apply to all methods of source selection:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

B. Definitions

Blackout Period means the period between the time the bids are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or

against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

C. Sanctions

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

- 1) Rejection/Disqualification of Submittal,
- 2) Termination of Contract; or
- 3) Suspension or Debarment as Provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

2. 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.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **\$1,000.00**.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via County warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

4. Bid Form

This solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted. The Bidder shall complete the Bid Form in excel format and return with the submitted bid. Failure to submit a completed Bid Form will deem the Bid Non-Responsive.

The Bidder's Checklist included in this solicitation provides instructions to the bidder on the documentation to be submitted during the procurement process.

5. Procurement Questions

Questions may be directed to Buzz Roggenbuck, Sr. Purchasing Coordinator, at abroggenbuck@myescambia.com. Last day for questions will be August 23, 2022, at 5:00 p.m. CDT. Questions may be provided via Vendor Registry.

6. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing in Conference Room #11.407 on August 17, 2022 at 9:00 AM CDT.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their 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.

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. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. 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
221 Palafox Place
Pensacola, FL 32502

11. Protection of Property/Security

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.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, of Escambia County employees, 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 vendor shall properly post signs for slipping, tripping, and falling hazards at all times, including evenings and weekends.

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

12. Compliance with Governing Laws and Regulations

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

Contract Information
NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

13. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum thirty-six (36) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

- 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.

14. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) 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. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

15. 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.

16. Additional Quantities

For the duration of this contract and any extensions, the right is reserved to purchase any amount of additional quantities of service at the prices offered in this Solicitation. If additional days are required they will be calculated on the monthly and annual cost provided on the bid form.

17. 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.

18. Award

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County.

19. Termination (Services)

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

20. 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.)

Insurance Requirements

21. 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.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other 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.

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

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 Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

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

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

The Offeror waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 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.

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

2) General Liability Coverage

Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000 annual aggregate 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage 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 (XCU) exposures (**IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.**) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror 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.

***Product Liability**

Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000 annual aggregate. Product Liability is to protect from claims that a product you made or sold caused bodily injury or property damage to another entity.

3) Business Auto Liability Coverage

Minimum limit of \$1,000,000 per accident or occurrence. Automobile 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 for any employee or subcontractor's non-ownership use of an auto.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County, Florida as an additional insured and provide for 30-day notification of cancellation to the County.

4) Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. 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.

A. Indemnification (to be included in all submission documents)

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgements, 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 performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror'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 Offeror 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 when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

B. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. 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. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

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 and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County

Attention: Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing, Room 11.301
213 S. Palafox Place 2nd Floor
Pensacola, FL 32502
Email: Purchasing@myescambia.com

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 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.

SCOPE OF WORK

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" Vendor sample products, and specifications by meeting with James F. Higdon – Fleet Maintenance Manager - Tel: (850) 937-2123, 601 Highway 297A, Cantonment, Florida 32533. The County will make the Final decision as to what qualifies. Only the successful vendor's supply list will be qualified products. Only Premium Products will be acceptable. NO RE-FINED 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: 5,000 gallons

15w40 Barrels (55 GL

Drum): 4

30wt Barrels (55 GL

Drum): 1

50wt Barrels (55 GL

Drum): 1

Approved MULIT-GRADE Products:

Cit guard 700/700 Plus

Delo 400 LE

Shell Rotella T

Union 76 Guardol ECT

76 Fleet Supreme

Approved MONO-GRADE products:

Citguard 600

Mobil Delvac 1600 Series

Union 76 Guardol QLT

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:

30w	Quarts	200
5w20	Quarts	220
5w20 syn	Quarts	300
5w30	Quarts	200
10w30	Quarts	
10w40	Quarts	
20w50	Quarts (API SM)	

Approved Products:

Chevron Supreme/ Texaco Havoline Oils
 Citgo Superguard/Synthetic
 Eneos synthetic
 Union 76 Super
 Union 76 Super Synthetic Blend
 Mobil Super
 Mobil Clean

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
 Barrel 1
 Pail

Approved Products:

Chevron Hydraulic Oils A W
 Citgo A W Hydraulic Oils
 Mobile Hydraulic A W Series
 Union 76 Unax AW

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 (A STM 0-977) 35 KV. Shall have a viscosity index of at least 140. 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
 Texaco Rando HDZ 32
 Union 76 Unax AW-WR (ISO 22)

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): 5

Approved Products:

Shell Donax TC 10wt
 Chevron Drive Train Fluids,

10,30, & 50

6. Hydraulic oil. Tractor Hydraulic Fluid

Shall meet or exceed the following equipment manufacturer's specifications, Allis Chalmers PF821; J1 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 Products:

Mobil EAL 224 H

Clarity Synthetic

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 85w 140. 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):

4

Pails (5 GL 35 LB Bucket): 4

Approved Products:

Chevron RPM Universal Gear Lubricant

Citgo Premium Gear Oil

Mobilube HD Plus 80w90, 80w140

Union 76 MP Gear Lube

9. Automatic Transmission Fluid

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

Annual usage estimate:

Bulk 200

Approved Products:

Chevron Multi-Vehicle ATF

Citgo Transgard Mercon V, DexronVI
ATF

Mobil Multi Purpose ATF

76 Mercon®V ATF, Dexron®-VI ATF

10. Synthetic Manual Transmission Lubricant

For use in Mack truck transmissions. Shall meet or exceed equipment specification Mack TO-A PLUS. Shall meet manufacturer's 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): 2
Pails (5 GL Bucket): 2

Approved Products:
Kendall® SHP Synthetic Transoil 50
Citgo Synthetic Gear Lube SAE 50
Mobil SHC 50
Union 76 Triton Synthetic Gear Lube CD-50
Texaco Syn-Star TL50

11. Synthetic Automatic Transmission Fluid

Shall meet or exceed the requirements of U.S. Allison truck automatic transmissions, TES 295, 389, and 468 on highway specifications, and TES 353 and 439 off highway specifications. power shift types of service requiring an approved and licensed synthetic automatic transmission fluid

Annual usage estimate:
Barrels (55 GL Drum): 3

Approved Products:
On Highway
Castrol TranSynd
Mobil Delvac Synthetic ATF™
Shell Spirax S6 ATF A295™
Off Highway
76® HT/4 Fluid
Rotella T3™
Castrol TranSynd RD

12. Antifreeze/Summer Coolant

Shall meet or exceed SAE Standard J 1 034 and J 1941. 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: gallons
Barrels (55 GL Drum):
Gallons: 200

Approved Products:
Shellzone
Texaco Anti-freeze coolant

13. 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): 2
(concentrate)
Gallons: 200 (50/50 mix)

Approved Products:
Delo Extended Life Coolant System
Shell Rotella ELC

14 .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: 60
Gallons: 6

Approved Products:
Pride
Warren HD Dot 3

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 Products:
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 manufacturer's 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)
4
Kegs: (16 GL/120 LB Drum) 1
Pail: (5 GL/35 LB Bucket)
Tubes: 300

Approved Products:
Chevron Delo Greases
Kendall SHP
Union 76 Multiplex Red

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)

PD 21-22.099 Lubrication Products Bid Form							
BID ITEM #	BID ITEM DESCRIPTION	DESCRIPTION		QUANTITY		UNIT PRICE	
		Weight	Brand	Size	Unit Price	Yearly Usage	Extention
1	Motor Oil, Multi-Service	15W40	Proteck Elite K SynBld 15w40	Bulk (Gallon)	\$12.45	5,000	\$62,250.00
			Proteck Elite K SynBld 15w40	55 Gal (Barrel)	\$703.31	4	\$2,813.25
			Proteck Elite K SynBld 15w40	Qt	\$4.14	0	\$0.00
		30 Wt	Proteck Elite 30W	Bulk (Gallon)	\$13.82	0	\$0.00
			Proteck Elite 30W	55 Gal (Barrel)	\$792.99	1	\$792.99
			MAG1 SAE 30W	Qt	\$4.82	0	\$0.00
		50 Wt	Proteck Elite 40W	Bulk (Gallon)	\$15.09	0	\$0.00
			Proteck Elite 40W	55 Gal (Barrel)	\$853.88	1	\$853.88
			MAG1 SAE 40W	Qt	\$4.70	0	\$0.00
2	Motor Oil, High Performance/Detergent	30 Wt	Proteck Elite 40W	Bulk (Gallon)	\$15.09	0	\$0.00
			Proteck Elite 40W	55 Gal (Barrel)	\$853.88	0	\$0.00
			MAG1 SAE 40W	Qt	\$4.35	200	\$870.00
		5W20	Proteck SynBld 5W20	Bulk (Gallon)	\$10.50	0	\$0.00
			Proteck SynBld 5W20	55 Gal (Barrel)	\$622.96	0	\$0.00
			Proteck SynBld 5W20	Qt	\$3.20	220	\$704.00
		5W20 Syntheti c	Proteck Elite FS 5W20	Bulk (Gallon)	\$14.34	0	\$0.00
			Proteck Elite FS 5W21	55 Gal (Barrel)	\$833.83	0	\$0.00
			Proteck Elite FS 5W22	Qt	\$4.09	300	\$1,228.13
		5W30	Proteck Elite SynBld 5W30	Bulk (Gallon)	\$10.04	0	\$0.00
			Proteck Elite SynBld 5W30	55 Gal (Barrel)	\$597.71	0	\$0.00
			Proteck Elite SynBld 5W30	Qt	\$3.20	200	\$640.00
		10W30	Proteck Elite SynBld 10W30	Bulk (Gallon)	\$10.23	0	\$0.00

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			Proteck Elite SynBld 10W30	55 Gal (Barrel)	\$533.86	0	\$0.00
			Proteck Elite SynBld 10W30	Qt	\$3.57	0	\$0.00
		10W40	MAG1 10W40	Bulk (Gallon)	\$18.16	0	\$0.00
			MAG1 10W40	55 Gal (Barrel)	\$1,000.89	0	\$0.00
			MAG1 10W40	Qt	\$4.04	0	\$0.00
		20W50 APIS SM	MAG1 20W50	Bulk (Gallon)	\$17.75	0	\$0.00
			MAG1 20W50	55 Gal (Barrel)	\$1,028.36	0	\$0.00
			MAG1 20W50	Qt	\$4.41	0	\$0.00
3	Hydraulic Oil, AW Universal		Proteck HYD AW68	Bulk (Gallon)	\$9.92	250	\$2,480.63
			Proteck HYD AW68	55 Gal (Barrel)	\$591.03	1	\$591.03
			Proteck HYD AW68	5 Gal (Pail)	\$60.35	0	\$0.00
4	Hydraulic Oil, High Dielectric	AW	MOBIL DTE 10 Excel 68	Bulk (Gallon)	\$30.23	0	\$0.00
			MOBIL DTE 10 Excel 68	55 Gal (Barrel)	\$1,733.74	2	\$3,467.48
			MOBIL DTE 10 Excel 68	5 Gal (Pail)	\$163.01	0	\$0.00
5	Hydraulic Oil, 10 Wt	10 WT	Proteck Elite HYD 10w	Bulk (Gallon)	\$11.73	0	\$0.00
			Proteck Elite HYD 10w	55 Gal (Barrel)	\$690.53	5	\$3,452.63
			Proteck Elite HYD 10w	5 Gal (Pail)	\$60.35	0	\$0.00
6	Hydraulic Oil, Tractor Hydraulic Fluid		Proteck UTF J20C	Bulk (Gallon)	\$10.14	1000	\$10,137.50
			Proteck UTF J20C	55 Gal (Barrel)	\$599.50	4	\$2,398.00
			Proteck UTF J20C	5 Gal (Pail)	\$63.18	2	\$126.36
7	Hydraulic Oil, Bio-Degradable		Proteck ZF HVI HYD 46	Bulk (Gallon)	\$17.13	0	\$0.00
			Proteck ZF HVI HYD 46	55 Gal (Barrel)	\$986.78	2	\$1,973.57
			Proteck ZF HVI HYD 46	5 Gal (Pail)	\$99.23	0	\$0.00
8	Gear Lubricant, Universal		Proteck Super HD 80W90	400 lb	\$955.80	2	\$1,911.60
			Proteck Super HD 80W90	35 lb	\$94.39	2	\$188.78

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			Proteck Super HD 80W90	120 lb	\$289.98	0	\$0.00
9	Automatic Transmission Fluid		Proteck Super HD ATF	Bulk (Gallon)	\$11.37	200	\$2,273.40
			Proteck Super HD ATF	55 Gal (Barrel)	\$12.19	0	\$0.00
			MAG1 ATF	Qts	\$1.16	0	\$0.00
10	Manual Transmission Fluid Synthetic		Proteck Full Syn Trans 50	Bulk (Gallon)	\$31.87	0	\$0.00
			Proteck Full Syn Trans 50	55 Gal (Barrel)	\$1,770.86	2	\$3,541.73
			Proteck Full Syn Trans 50	Pail	\$163.69	2	\$327.38
11	Automatic Transmission Fluid Synthetic		Proteck Trans 30	55 Gal (Barrel)	\$777.40	3	\$2,332.19
			Proteck Trans 30	5 Gal Bucket	\$75.94	2	\$151.88
			Proteck Trans 30	Qts	\$2.30	0	\$0.00
12	Antifreeze/Summer Coolant		Proteck Universal A/F	Bulk (Gallon)	\$9.19	0	\$0.00
			Proteck Universal A/F	55 Gal (Barrel)	\$550.94	0	\$0.00
			Not Available In Bulk	Gal	\$0.00	200	\$0.00
13	Antifreeze/Summer Coolant, Extended Life		Proteck HD ELC TRK	Bulk (Gallon)	\$10.89	0	\$0.00
			Proteck HD ELC TRK	55 Gal (Conc.)	\$11.70	3	\$35.11
			Not Available In Bulk	Gal (50/50 mix)	\$0.00	200	\$0.00
14	Brake Fluid		MAG1 DOT3	Gal	\$18.79	6	\$112.75
			MAG1 DOT3	Qts	\$5.78	96	\$554.69
			MAG1 DOT3	Oz Btl	\$1.65	0	\$0.00
15	Synthetic Grease Lubricant		Mobilith SHC 007	104 lb	\$1,027.50	0	\$0.00
				35 lb	\$301.44	4	\$1,205.75
					\$0.00		\$0.00
16	Chassis Lubricant, High Performance, Extreme Pressure		Proteck Tacky Red	400 lb	\$1,510.00	4	\$6,040.00
			Proteck Tacky Red	120 lb	\$492.00	1	\$492.00
			Proteck Tacky Red	38 lb	\$142.19	0	\$0.00
			Proteck Tacky Red	Tubes	\$4.40	300	\$1,319.06

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17	Power Steering Fluid		MAG1 Powersteering	Qt	\$3.38	60	\$202.50
18	Chain Bar Oil		MAG1 Bar Chain Oil	Gal (Singles)	\$14.63	96	\$1,404.00
					\$0.00	Bid Total	\$116,872.24