

**AGREEMENT RELATING TO ENGINE LUBRICATION PRODUCTS (PD 18-19.038)**

**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 Auto, Truck, and Industrial Parts and Supply, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-2627373, whose principal address is 6 Industrial Boulevard, Pensacola, FL 32503.

**WITNESSETH:**

**WHEREAS**, on April 1, 2019, the County issued an Invitation to Bid (PD# 18-19.038) 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 terms by providing written notice no later than thirty (30) days prior to the expiration of the current term.

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 last 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 Bidders, Lubrication Products, Specification No. P.D. 18-19.038*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above 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 shall 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. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies;
- (b) Business Automobile Liability with \$1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles;
- (c) Pollution and 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.

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 Escambia County, Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597.

The Board of County Commissioners and Escambia County shall be endorsed as "additional insureds" on all liability policies (except Workers' Compensation and professional liability). Certificates of Insurance shall be provided to Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32597 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: Auto Truck & Industrial Parts and Supply  
Attention: President  
6 Industrial Boulevard  
Pensacola, FL 32503

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, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Florida Statutes.

17. 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.

18. 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.

19. 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:

[Signature]

Janice P. Dilley  
~~Matthew Coughlin, Interim County Administrator~~  
Janice P. Gilley

Witness:

Karina Bentley

BCC Approved: \_\_\_\_\_

CONTRACTOR:  
AUTO, TRUCK, AND INDUSTRIAL PARTS AND  
SUPPLY, INC.

Witness:

Angie Coates

By:

[Signature]  
Mark F. McDaniel, President

Witness:

Kevin [Signature]

Date:

7-3-19

Approved as to form and legal sufficiency.

By: Kristin D. Hual, SACA

Date: 05-30-2019

**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, 2<sup>nd</sup> Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

**Specification Number PD 18-19.038, "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.**

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](mailto:abroggenbuck@myescambia.com). Last day for questions will be April 24, 2019 at 5:00 p.m. CDT.

**6. Pre-Solicitation Conference**

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing in Conference Room #11.407 on April 16, 2019 at 1:00 p.m. 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 levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

#### A. 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 VII 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.

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 worker's 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 by its insurance policies.

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.

**B. Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

**C. 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 \$1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

**D. 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.

**E. 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.

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

**F. Pollution Coverage**

Pollution/environmental impairment liability insurance with \$1,000,000 per occurrence limits to cover pollution and /or environmental impairment which may arise from this agreement or contract.

**G. Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits)**

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.

**H. 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 and business auto liability policies.
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: Buzz Roggenbuck, Sr. Purchasing Coordinator  
Office of Purchasing, Room 11.101  
P.O. Box 1591  
Pensacola, FL 32591-1591  
Fax (850) 595-4806

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.

**22. 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 any 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

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 I5w40 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)

NOT ADA COMPLIANT

EXHIBIT B

PD 18-19.038 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	CAM 32011	Bulk (Gallon)	\$7.99	5,000	\$39,950.00
			C32055	55 Gal (Barrel)	\$398.05	4	\$1,592.20
		30 Wt	C32012	Qt	\$2.68	0	\$0.00
			C31211	Bulk (Gallon)	\$7.05	0	\$0.00
			C31255	55 Gal (Barrel)	\$397.95	1	\$397.95
			C31212	Qt	\$2.42	0	\$0.00
		50 Wt	Bulk (Gallon)			0	\$0.00
			55 Gal (Barrel)			1	\$0.00
			Qt			0	\$0.00
2	Motor Oil, High Performance/Detergent	30 Wt		Bulk (Gallon)		0	\$0.00
				55 Gal (Barrel)		0	\$0.00
		5W20	41912	Qt	\$2.15	200	\$430.00
			40811	Bulk (Gallon)	\$6.47	0	\$0.00
			40855	55 Gal (Barrel)	\$355.90	0	\$0.00
			41712	Qt	\$2.20	220	\$484.00
		5W20 Synthetic		Bulk (Gallon)		0	\$0.00
			85455	55 Gal (Barrel)	\$508.00	0	\$0.00
		5W30	85406	Qt	\$3.10	300	\$930.00
			40911	Bulk (Gallon)	\$6.15	0	\$0.00
			40955	55 Gal (Barrel)	\$355.90	0	\$0.00
			40912	Qt	\$2.20	200	\$440.00
		10W30	41411	Bulk (Gallon)	\$3.10	0	\$0.00
			41455	55 Gal (Barrel)	\$355.90	0	\$0.00
			41412	Qt	\$2.20	0	\$0.00
		10W40	41411	Bulk (Gallon)	\$3.10	0	\$0.00
41655	55 Gal (Barrel)		\$355.90	0	\$0.00		



NOT ADA COMPLIANT

		41612	Qt	\$2.20	0	\$0.00	
	20W50	41711	Bulk (Gallon)	\$3.10	0	\$0.00	
	APIS SM	41755	55 Gal (Barrel)	\$355.90	0	\$0.00	
		41712	Qt	\$2.20	0	\$0.00	
3	Hydraulic Oil, AW Universal	CAM 14111	Bulk (Gallon)	\$5.85	250	\$1,462.50	
		14155	55 Gal (Barrel)	\$319.55	1	\$319.55	
		14105	5 Gal (Pail)	\$30.65	0	\$0.00	
4	Hydraulic Oil, High Dielectric	AW	Bulk (Gallon)		0	\$0.00	
		CAM2	55 Gal (Barrel)	\$389.60	2	\$779.20	
		CAM2	5 Gal (Pail)	\$38.95	0	\$0.00	
5	Hydraulic Oil, 10 Wt	10 WT	CAM13911	Bulk (Gallon)	\$5.85	0	\$0.00
			55 Gal (Barrel)	\$319.55	5	\$1,597.75	
			5 Gal (Pail)	\$30.69	0	\$0.00	
6	Hydraulic Oil, Tractor Hydraulic Fluid	CAM2	Bulk (Gallon)	\$6.46	1000	\$6,460.00	
		16555	55 Gal (Barrel)	\$355.15	4	\$1,420.60	
		16505	5 Gal (Pail)	\$34.68	2	\$69.36	
7	Hydraulic Oil, Bio-Degradable		Bulk (Gallon)		0	\$0.00	
			55 Gal (Barrel)	\$728.75	2	\$1,457.50	
			5 Gal (Pail)	\$77.26	0	\$0.00	
8	Gear Lubricant, Universal	CAM 50755	400 lb	\$563.39	2	\$1,126.78	
		50735	35 lb	\$54.05	2	\$108.10	
		50716	120 lb	\$197.10	0	\$0.00	
9	Automatic Transmission Fluid	CAM 30911	Bulk (Gallon)	\$6.12	200	\$1,224.00	
		30955	55 Gal (Barrel)	\$338.15	0	\$0.00	
		30912	Qts	\$2.10	0	\$0.00	
10	Manual Transmission Fluid Synthetic	CAM2	Bulk (Gallon)		0	\$0.00	
		50355	55 Gal (Barrel)	\$959.52	2	\$1,919.04	
		50305	Pail	\$89.85	2	\$179.70	
11	Automatic Transmission Fluid Synthetic	SUS22755	55 Gal (Barrel)	\$757.15	3	\$2,271.45	
		SUS2275	5 Gal Bucket	\$71.82	2	\$143.64	

NOT ADA COMPLIANT

			Qts	\$3.10	0	\$0.00
12	Antifreeze/Summer Coolant	MAJOR BRAND GREEN	Bulk (Gallon)		0	\$0.00
			55 Gal (Barrel)	\$406.20	0	\$0.00
			Gal	\$8.65	200	\$1,730.00
13	Antifreeze/Summer Coolant, Extended Life		Bulk (Gallon)		0	\$0.00
		POWERGARD ELC RED	55 Gal (Conc.)	\$462.65	3	\$1,387.95
			Gal (50/50 mix)	\$7.45	200	\$1,490.00
14	Brake Fluid	CAM 41031	Gal	\$13.83	6	\$82.98
		41012	Qts	\$3.66	96	\$351.36
		41044	Oz Btl	\$1.50	0	\$0.00
15	Synthetic Grease Lubricant	CAM2 ULTRA 580EP	104 lb	\$296.58	0	\$0.00
			35 lb	\$84.45	4	\$337.80
						\$0.00
16	Chassis Lubricant, High Performance, Extreme Pressure	RED GREASE	400 lb	\$761.70	4	\$3,046.80
		22715	120 lb	\$249.50	1	\$249.50
		22709	38 lb	\$71.25	0	\$0.00
			Tubes	\$2.00	300	\$600.00
17	Power Steering Fluid	CAM 41212	Qt	\$2.62	60	\$157.20
18	Chain Bar Oil	CAM 17431	Gal (Singles)	\$7.48	96	\$718.08
					<b>Bid Total</b>	<b>\$74,914.99</b>



Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager  
Office of Purchasing

June 25, 2019

Kevin Born  
Auto, Truck & Industrial Parts Supply  
PO Box 1379  
Gulf Breeze, FL 325624512

**RE: INTENT TO AWARD**

Dear Mr. Born:

Based on the analysis of the submittals received on June 6, 2019, it has been determined that your company will be recommended for award after the enclosed contract documents for PD 18-19.038, Lubrication Products, are properly executed by your firm and returned to the Office of Purchasing within ten (10) days of the above date. This recommendation was approved at the BCC Meeting on June 20, 2019.

The attached Agreement shall become binding upon both parties only after award by the Escambia County Board of County Commissioners, the satisfaction of any post-award compliance requirements such as suitable insurance and bonding, and execution of the contract by the appropriate County personnel.

**Failure to return the properly executed contract documents within this 10-day period or any request to alter or amend the contract documents may be deemed non-responsive; and, the intent to award could be made to the next most responsive and responsible offeror.**

Your expeditious attention to this matter is greatly appreciated. Please feel free to contact me directly if you have any questions or if you need assistance.

Sincerely,

A handwritten signature in cursive script, appearing to read "B. Roggenbuck".

Buzz Roggenbuck  
Sr. Purchasing Coordinator

ABR/br

Enclosure

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

26. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Southern Haulers, LLC, per the terms and conditions of PD 18-19.051, Contingency Hauling Services for Palafox Transfer Station, \$275 per trip, with an estimated expense of \$175,000, on an annual basis.

[Funding: Fund 401, Solid Waste Fund, Cost Center 230307, Object Code 53401]

<b>Motion:</b> Move to approve the Item with an end certain date through September 30 <sup>th</sup> at the same rate per trip
<b>Made by:</b> Commissioner Barry
<b>Seconded by:</b> Commissioner Bergosh
<b>Disposition:</b> Carried 4-0, with Commissioner Underhill absent

27. Recommendation: That the Board approve, and authorize the Interim County Administrator to sign, the Agreement between Escambia County, Florida, and Auto, Truck, and Industrial Parts and Supply, Inc., per the terms and conditions of PD 18-19.038, Lubrication Products, for an indefinite quantity, indefinite delivery Contract, with an estimated annual value of \$74,914.99.

[Funding: Fund 175, Transportation Trust Fund, Cost Center 214042, Object Code 55201]

<b>Motion:</b> Move the Item
<b>Made by:</b> Commissioner Barry
<b>Seconded by:</b> Commissioner Bergosh
<b>Disposition:</b> Carried 4-0, with Commissioner Underhill absent