

**Lee County Board Of County Commissioners  
Agenda Item Summary**

Blue Sheet No. 20030916

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve award of Formal Quotation Q-030080 for the purchase of gasoline and diesel fuel (including Option A - Generator Fueling) to the low quoter meeting specifications, Evans Oil Co. Also approve budget amendment resolution in the amount of \$950,000 to increase overall expenditures for fuel and maintenance into Vehicle Maintenance Fund. The term of this quote is for one year with the option to renew for four additional years, if in the best interest of Lee County.

**WHY ACTION IS NECESSARY:** Purchases over \$50,000 must be approved by the Board.

**WHAT ACTION ACCOMPLISHES:** This award will allow Lee County Fleet Management to continue purchasing gasoline and diesel fuel for use in County vehicles, equipment and building generators.

**2. DEPARTMENTAL CATEGORY:**  
COMMISSION DISTRICT #

*C6C*

**3. MEETING DATE:**

*08-26-2003*

**4. AGENDA:**

- CONSENT
  - ADMINISTRATIVE
  - APPEALS
  - PUBLIC
  - WALK ON
- TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER \_\_\_\_\_
- B. DEPARTMENT \_\_\_\_\_
- C. DIVISION Fleet Management

BY: Marilyn Rawlings, Fleet Manager

**7. BACKGROUND:** Sealed quotes were received by the Division of Purchasing on July 8, 2003. On that date nine responses were received. Four were "no bids". After review, recommendation was made to award to the low quoter meeting all specification requirements, Evans Oil Co.

Funding is available: Acct String JB5191059400.505210

**ATTACHMENTS:**

- (1) Tabulation Sheet
- (2) Department Request for Quotations
- (3) Specifications
- (4) Evans Oil Co. Quotation (includes Option A pricing)
- (5) Department Recommendation

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Marilyn Rawlings</i> 8/12/03	<i>Janet Sheehan</i> PA 8-8-03			<i>WJS</i> 8/14/03	OA	OM	Risk	GC	
					<i>8/14/03</i>	<i>8/14/03</i>	<i>8/14/03</i>	<i>8/14/03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *8/14/03*  
Time: *1:00 pm*  
Forwarded To: \_\_\_\_\_

RECEIVED BY  
COUNTY ADMIN  
*8-14-03*  
*3:00*  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*

MEMORANDUM  
FROM  
THE DIVISION OF PURCHASING

DATE: AUGUST 8, 2003

RECEIVED BY  
LEE CO. ATTORNEY

2003 AUG 14 PM 12:19

TO: MARILYN RAWLINGS  
FLEET MANAGER

FROM: JANET SHEEHAN, CPPB  
PURCHASING DIRECTOR

RE: BLUE SHEET # 20030916

PROJECT: Annual Purchase Of Gasoline and Diesel Fuel

TYPE: Formal Quotation

AWARDED TO: Evans Oil Co.

Attn. Ms. Rawlings – When you have finished your review of this package, please forward it to Kristic Kroslack in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Patti Armbruster at 689-7385.

**RESOLUTION #**

Amending the Budget of Fleet Management-Fund 59400 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2002-2003.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Fleet Management-Fund 59400 budget for \$950,000 of the unanticipated revenue from vehicle maintenance fees and an appropriation of a like amount for operating costs and;

**WHEREAS**, the Fleet Management-Fund 59400 budget shall be amended to include the following amounts which were previously not included.

<b>ESTIMATED REVENUES</b>		
Prior Total:		\$3,952,216
Additions		
JB5191059400.341210.9000	Veh Maint Fees-Fuel/Lub	230,000
JB5191059400.341210.9001	Veh Maint Fees-Maint/Repair	720,000

Amended Total Estimated Revenues \$4,902,216

<b>APPROPRIATIONS</b>		
Prior Total:		\$3,952,216
Additions		
JB5191059400.505210	Fuel and Lubricants	230,000
JB5191059400.504670	Equipment Repair Parts	720,000

Amended Total Appropriations \$4,902,216

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Fleet Management-Fund 59400 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2003.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN  
APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

FORMAL QUOTATION #Q-030080	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: JULY 8, 2003	FOR				
BUYER: PATTI ARMBRUSTER	ANNUAL PURCHASE OF GASOLINE AND DIESEL FUEL				
VENDORS	EVANS OIL CO.	PALMDALE OIL CO	STREICHER MOBILE FUELING	CENTRAL OIL #1	CENTRAL OIL #2
ACKNOWLEDGED ADDENDUM	YES	YES	YES	YES	YES
UNLEADED 87 OCTANE - FIXED					
TOTAL	1.30717	1.32558	1.3421	1.36917	1.36017
UNLEADED 89 OCTANE - FIXED					
TOTAL	1.34277	1.35331	1.3777	1.40477	1.39577
#2 LOW SULFUR DIESEL - FIXED					
TOTAL	1.25672	1.27544	1.2867	1.31372	1.30472
#2 HIGH SULFUR DIESEL					
TOTAL	0.97872	0.99869	1.0087	1.33372	NO BID
<b>GRAND TOTAL - ALL FOUR</b>	<b>4.88538</b>	<b>4.95302</b>	<b>5.0152</b>	<b>5.42138</b>	<b>N/A</b>
DELIVER WITH OWN VEHICLE?	YES	YES	YES	BOTH	BOTH
START IN CALENDAR DAYS	10	10	0		
CONSIDER FOR LOCAL VENDOR PREFERENCE MODIFICATIONS?	NO	YES	YES	NO	NO
SIGNED	YES	YES	YES	YES	YES
<b>NO BIDS</b>					
WHOLESALE FUELS MARKETING					
EDISON OIL					
SPARTAN OIL CO					
PETROLEUM TRADERS CORP					
POSTING TIME/DATE					
FROM: /					
UNTIL: /					
BY:					

ATTACHMENT 1

# ATTACHMENT 2



LEE COUNTY

DIVISION OF  
FLEET MANAGEMENT

To: Janet Sheehan, Purchasing Director  
From: Marilyn Rawlings, Fleet Manager *MR*  
Date: 5/2/2003  
Re: Fuel Quote

---

Please proceed with the formal quotation procedure for the purchase of gasoline and diesel fuel for the Division of Lee County Fleet Management.

The Division of Lee County Fleet Management is requesting that this quote be processed by the Lee County Purchasing Department. A copy of the quote has been sent to Mr. Bob Franceschini electronically, should you need to make any changes. Please attach all legal County requirements to the quote.

If you have any questions, please call Don Lawes at 461-5607.

03 MAY - 6 PM 12: 29

# ATTACHMENT 3



**LEE COUNTY**  
SOUTHWEST FLORIDA

PROJECT NO.: Q-030080

OPEN DATE: JULY 8, 2003

AND TIME: 2:30 P.M.

PRE-BID DATE: JUNE 25, 2003

AND TIME: 2:00 P.M.

LOCATION:  
3434 HANCOCK BRIDGE PARKWAY  
NORTH FORT MYERS, FL 33903

# REQUEST FOR QUOTATIONS

## TITLE:

## ANNUAL PURCHASE OF GASOLINE AND DIESEL FUEL

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

**MAILING ADDRESS**

P.O. BOX 398  
FORT MYERS, FL 33902-0398

**PHYSICAL ADDRESS**

3434 HANCOCK BRIDGE PKWY, #307  
NORTH FORT MYERS, FL 33903

BUYER: BOB FRANCESCHINI, C.P.M., CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 689-7385

Bob Janes  
*District One*

Douglas H. St. Cerny  
*District Two*

Ray Judah  
*District Three*

Andrew W. Coy  
*District Four*

John E. Albion  
*District Five*

Donald D. Stilwell  
*County Manager*

James G. Yaeger  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

**June 26, 2003**

**Quotation No.: Q-030080**

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
THE ANNUAL PURCHASE OF GASOLINE AND DIESEL FUEL**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE  
PROPOSAL QUOTE FORM (PAGE 13).**

The original specifications and other contract documents are amended as noted below:

Page 16, OPIS REPORTS, currently states that the awarded vendor shall purchase a subscription to Oil Price Information Service (OPIS) for Lee County. Please delete this section in its entirety due to the fact that Lee County will purchase its own subscription.

Page 18, VARIABLE PRICING, currently states: "The pricing will be allowed to vary one time per week based on OPIS". This has been changed to read as follows: "The pricing will be allowed to vary daily based on the A.M. OPIS report."

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-689-7385.

**DIVISION OF PURCHASING**

Robert D. Franceschini, C.P.M., CPPB  
Purchasing Manager

cc: Don Lawes/Fleet  
Lisa Pierce/Minutes

**GENERAL CONDITIONS**

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 689-7385.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  1. Marked with the words "Sealed Quote"
  2. Name of the firm submitting the quotation
  3. Title of the quotation
  4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
  1. The original consisting of the Lee County quotes forms completed and signed.
  2. A copy of the original quote forms for the Purchasing Director.
  3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".

- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County shall be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to

evaluate the facts and merits of the Protest: and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

**"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."**

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to

ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statues.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually

or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are *not* to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF  
GASOLINE & DIESEL FUEL**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

\_\_\_\_\_

	UNLEADED 87 OCTANE	UNLEADED 89 OCTANE	#2 LOW SULFUR DIESEL	#2 HIGH SULFUR DIESEL
BASE PRICE*	<u>\$ 0.9282</u>	<u>\$ 0.9638</u>	<u>\$ 0.92400</u>	<u>\$ 0.91300</u>
FEDERAL TAXES	<u>Exempt</u>	<u>Exempt</u>	<u>Exempt</u>	<u>Exempt</u>
STATE TAXES USE	<u>\$ 0.14225</u>	<u>\$ 0.14225</u>	<u>\$ 0.14100</u>	<u>Exempt</u>
LOCAL TAXES USE	<u>\$ 0.17600</u>	<u>\$ 0.17600</u>	<u>\$ 0.12600</u>	<u>Exempt</u>
POLLUTION TAX	<u>\$ 0.02072</u>	<u>\$ 0.02072</u>	<u>\$ 0.02072</u>	<u>\$ 0.02072</u>
SALES TAXES	<u>Exempt</u>	<u>Exempt</u>	<u>Exempt</u>	<u>Exempt</u>
FIXED FEE (EXCLUDING TAX)	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>
TOTAL	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>	<u>\$ _____</u>

\*"The "Base" price used is based upon the average Tampa, Florida price as reported in the "Oil Price Information Service" ("OPIS") through 1-25-03 (1-29 report).

**GRAND TOTAL (ALL 4 GRADES):** \$ \_\_\_\_\_

WILL YOU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER?

YES \_\_\_\_\_ NO \_\_\_\_\_

PLEASE SEE ATTACHMENT A FOR SITE LOCATIONS AND VOLUMES.

SUBMITTALS ARE REQUIRED – SEE PAGE 19

OPTION A – GENERATOR FUELING

THE COUNTY HAS NUMEROUS EMERGENCY GENERATORS AT VARIOUS LOCATIONS THROUGHOUT LEE COUNTY. IN THE SPACE PROVIDED ON ATTACHMENT B, PLEASE STATE YOUR COST PER GALLON FOR TANK WAGON DELIVERY TO EACH OF THE LISTED SITES ON AN AS-NEEDED BASIS.

TO BE STARTED WITHIN \_\_\_\_\_ CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, then read the paragraph entitled “Local Vendor Preference” included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID # OR S.S.# \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

REVISED: 7/28/00

**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS FOR  
THE ANNUAL PURCHASE OF GASOLINE  
AND DIESEL FUEL**

SCOPE

It is the desire of the Lee County Board of County Commissioners to receive quotes for the annual supply of Unleaded gasoline both 87 and 89 octane and #2 Diesel fuel. (High sulfur and low sulfur.)

TERM OF QUOTE

This quote shall be in effect for one year, or until new quotes are taken and awarded. This quote has the option of being renewed for four additional one-year periods, upon mutual agreement of both parties, under the same terms and conditions.

OPIS REPORTS

The awarded vendor shall purchase for the Lee County Board of County Commissioners a daily subscription to the Oil Price Information Service to be delivered to 2955 Van Buren Street, Fort Myers, FL, by electronic mail, telephone service or by fax. The subscription must be for the term of the contract, even if renewed. Duplications or reproductions of the OPIS report are not acceptable. The OPIS report supplied to Lee County will be used to monitor the pricing of the fuel supplied by the awarded vendor. The cost of this subscription is to be incorporated into the vendor's quote, and is not to be listed in the quotation as a separate item.

DELIVERY REQUIREMENTS

The fuel shall be delivered F.O.B. to various locations throughout contiguous Lee County and Hendry County, as directed (see Attachment A).

When the fuel is delivered, a County employee may or may not be present. The delivering driver will meter the product into the tanks, sign and furnish a delivery ticket with the beginning and ending meter readings. The driver shall also be required to stick the tanks before and after delivery. All invoices shall have delivery tickets attached and must reach Fleet Management within five working days of delivery. Optional metering arrangements may be considered if based upon State certified metering systems or State calibrated tanks.

Deliveries shall be made as necessary, in a timely manner, to assure continuity of on-going County operations. No minimum order lot is guaranteed and the holding of orders will not be allowed. Vendor will normally be provided current "stick readings" for all fuel dispensing locations 2 days per week before 12:00 noon but it will be the responsibility of the vendor to ensure that adequate fuel supplies are available at each

location, especially before or during an emergency. The ultimate goal is to ensure that fuel is always available. Vendor will provide the name and telephone number of a contact person. Before beginning to unload fuel, the delivery driver must wait for any vehicles to finish fueling, and then once the unloading is in process, prevent any vehicle from starting to fuel.

Adequate training must be provided to delivery drivers and appropriate personnel to ensure the safety of County employees and equipment.

Deliveries shall comply with all applicable state, local and Department of Environmental Regulations guidelines.

#### SPILL PREVENTION

All quoters shall have an established, on going, fuel spill prevention plan and procedure to follow in the event there is an accidental fuel spill. Quoters shall submit details of this program with their quotation. No County employee may authorize any overfill. Tanks shall only be filled to 90% of their capacity. In case of a spill or overfill, the vendor's employee shall immediately verbally notify Lee County Fleet Management at 239-461-5607 and the appropriate emergency response agencies. In either case, a written follow up shall be delivered to the Fleet Manager within 48 hours of the spill. The cost of the site clean up will be the responsibility of the vendor. Final inspection by Department of Environmental Protection or another official government agency will be required before any additional invoices are released for payment.

#### EMERGENCY RESPONSE

A specific plan to provide Lee County with uninterrupted delivery of fuel before or during natural disasters or emergencies, such as hurricanes, storm, fire, etc., or during fuel supply shortages must be submitted with quote. The plan shall include the names of at least two personal contacts, and a method of contact 24 hours a day, seven days per week, in the event of a disaster.

#### QUALITY ASSURANCE PROGRAM

All quoters shall have an established on-going quality assurance program, including but not limited to: spill prevention, driver training and cross-fueling prevention program. Quoters should submit details of this program with their quote.

#### CORRECTION FOR TEMPERATURE

The vendor shall make adjustment and allowance in gallonage of products to compensate for change in temperature. Such correction shall be based on 60 degrees Fahrenheit as normal. Both the delivery reading, product temperature and corrected reading should be shown on the invoice.

FUEL REQUIREMENTS

A quality motor fuel is desired and contaminated or degraded fuel will not be allowed. The fuel to be provided under this quote must meet the following requirements:

1. The supplied gasoline shall be visually free of un-dissolved water, sediment, and suspended matter. It shall be clear and bright at ambient temperatures. Anti-knock index levels, defined as the average of the research octane number and motor octane number (R + M/2) shall be 87 or 89 octane as stipulated by Lee County, Fleet Management. ASTM standard specifications for automotive gasoline D439-84 shall prevail in case of dispute of quality.
2. The #2 diesel fuel supplied shall conform to ASTM D975-81.

ESTIMATED CONSUMPTION

Last fiscal year, Lee County purchased approximately 425,000 gallons of Unleaded and 330,000 gallons of Diesel fuel. These amounts are given for quoter's guidance only. No minimum quantity is guaranteed or implied.

STORAGE CAPACITY

The County's current storage capacity is listed on Attachment A.

Additionally, Lee County has numerous emergency generators at various locations, which will require fueling when requested (if the County elects to award Option A). Please see Option A and Attachment B.

VARIABLE PRICING

The awarded vendor will submit invoices based upon "OPIS" (Oil Price Information Service), a fixed fee (to include overhead, profit, etc.) to be added to the "Base", and the appropriate taxes, each based upon units of one gallon. The pricing will be allowed to vary one time per week based on "OPIS". Total price will be firm and effective for all orders delivered before the following week.

The "Base" price as shown on the Proposal Quote Form is based upon the average Tampa, Florida price as reported in "OPIS" through 1-21-03 (1-29 report) for Unleaded 87 and 89 Octane, and #2 Diesel. Prices shall be based upon delivery date only (not invoice date).

PAYMENT

The County desires to pay its account by the 20th day of the month following the month of delivery. From fuel delivery date to invoicing date, shall be no more than three working days. Invoices shall fully itemize all charges including taxes, temperature correction, time of delivery, before and after delivery stick readings, net and gross gallons, and segregate them by tank, date and location. Any penalties or late fees assessed by Lee County because of late invoicing on part of the vendor will be charged to the vendor.

REQUIRED SUBMITTALS

The following items should be submitted on your letterhead, under separate cover, along with the signed quote:

1. Details of on-going quality assurance program, including driver training program.
2. Spill prevention plan.
3. Emergency plan.
4. Safeguards for cross-fueling prevention.

NOTE: Failure to provide the above referenced submittals as required under these specifications may be grounds to consider a quote non-responsive.

BASIS OF AWARD

The basis of award will be the overall low quoter meeting specifications.

Lee County reserves the right to reject unbalanced quotes (i.e., a quote where an item is priced well out of the normal range).

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or back up shall be readily available during normal work hours, 8:00am-5:00pm Mon-Fri, by phone or in person, and shall be knowledgeable of the terms and procedures involved. The County and the awarded vendor shall each provide the other with an emergency contact phone number that is accessible 24 hours per day.

SUB-CONTRACTORS

The use of sub-contractors to transport fuel will be allowed under this quote; however, all sub-contractors must comply with the terms and conditions of this quote.

SUMMARY REPORTS

Upon completion of each six-month period of the quote, the awarded vendor shall be responsible for furnishing a summary report to Purchasing. This report shall include the previous six-month's history, showing at a minimum, the following information:

1. Total dollars expended per item.
2. Total quantity of each item purchased.

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

OPTION A - GENERATOR FUEL

The County has numerous emergency generators at various locations throughout Lee County. In the space provided on Attachment B, please state your cost per gallon for tank wagon delivery to each of the listed sites on an as-needed basis.

**INSURANCE REQUIREMENTS**

**FUEL HAULERS** – where unusual hazards exist, or where contracts which exceed three hundred and sixty five (365) calendar days in duration; or where the project costs exceed \$500,000.

1. **Insurance Requirements:** *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.*
  - a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:
    - \$1,000,000 per accident
    - \$1,000,000 disease limit
    - \$1,000,000 disease limit per employee
  - b. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and broad form property damage exposures with minimum limits of:
    - \$1,000,000 bodily injury per person (BI)
    - \$2,000,000 bodily injury per occurrence (BI)
    - \$1,000,000 property damage (PD) or
    - \$2,000,000 combined single limit (CSL) of BI and PD
  - c. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
    - \$1,000,000 bodily injury per person (BI)
    - \$2,000,000 bodily injury per occurrence (BI)
    - \$1,000,000 property damage (PD) or
    - \$2,000,000 combined single limit (CSL) of BI and PD

***\*The required limit of liability shown in Major Contracts: 1.a; 1.b; 1.c; may be provided in the form of "Excess" or "Commercial Umbrella Insurance Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy.***

2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

a. An appropriate "Indemnification" clause shall be made a provision of the contract.

b. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.

11. The mailing envelope has been addressed to:

**MAILING ADDRESS**

Lee County Purchasing  
P.O. Box 398 or  
Ft. Myers, FL 33902-0398

**PHYSICAL ADDRESS**

Lee County Purchasing  
3434 Hancock Bridge Pkwy #307  
N. Ft. Myers, FL 33903

12. The mailing envelope **MUST** be sealed and marked with:

Quote Number  
Opening Date and/or Receiving Date

13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)

14. If submitting a "NO BID" please write quote number here \_\_\_\_\_

and check one of the following:

Do not offer this product  Insufficient time to respond.

Unable to meet specifications (why)

Unable to meet bond or insurance requirement.

Other: \_\_\_\_\_

Company Name and Address:

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT A – DELIVERY LOCATIONS**

**LOCATION:**

**CONTACT PERSON:**

CNTY – Lee County  
Fleet Management  
2955 Van Buren Street  
Fort Myers, Florida 33916

Don Lawes (239) 461-5607  
Marilyn Rawlings (239) 338-3233  
Danny Brashear (239) 338-3239

**SPECIAL DELIVERY:**

Monday – Friday, 7:00 AM – 4:00 PM

**TANK INFORMATION:**

Unleaded (1) 10,000 Gallon – Below Ground  
Fuel Oil (1) 10,000 Gallon – Below Ground

CNTY – Lee County  
DOT Operations – Lehigh Acres  
6501 Industrial Drive  
Lehigh Acres, Florida 33912

Don Lawes (239) 461-5607  
Bobby Faust (239) 694-3334  
Jonathan Joseph (239) 694-3334

**SPECIAL DELIVERY:**

Monday – Thursday, 7:00 AM – 10:00 AM

Pump is required. There is no access to facility from Industrial Drive, enter From East Street.

**TANK INFORMATION:**

Unleaded (1) 500 Gallon – Above Ground  
Fuel Oil (1) 2,000 Gallon – Above Ground

CNTY – Lee County  
Ft. Myers Beach Sewer Plant  
17155 Pine Ridge Road  
Fort Myers, Florida 33932

Don Lawes (239) 461-5607  
Dorian Gullede (239) 466-8039

**SPECIAL DELIVERY:**

Monday – Friday, 7:00 AM – 4:00 PM

Enter through second gate.

**TANK INFORMATION:**

Unleaded (1) 4,000 Gallon – Below Ground  
Fuel Oil (1) 10,000 Gallon – Below Ground

**LOCATION:**

**CONTACT PERSON:**

**CNTY – Lee County**  
**DOT Operations – Depot 1**  
190 Evergreen Road  
North Fort Myers, Florida 33903

Don Lawes (239) 461-5607  
Bruce Stark (239) 694-3334

**SPECIAL DELIVERY:** Monday – Thursday, 7:00 AM – 3:00 PM

**TANK INFORMATION:**

Unleaded (1) 4,000 Gallon – Below Ground  
Fuel Oil (1) 3,000 Gallon – Below Ground

**CNTY – Lee County**  
**DOT OPERATIONS - Billy Creek**  
5560 Zip Drive  
Fort Myers, Florida 33905

Don Lawes (239) 461-5607  
Don Chamblee (239) 694-3334  
Bobby Faust (239) 694-3334

**SPECIAL DELIVERY:** Monday – Friday, 7:00 AM – 3:00 PM  
Pump is required.

**TANK INFORMATION:**

Unleaded (1) 5,200 Gallon – Above Ground  
Fuel Oil (1) 5,200 Gallon – Above Ground

**CNTY – Lee County**  
**Lee/Hendry Transfer Station**  
1280 Forestry Division Drive  
Labelle, Florida 33935

Jason Fournier (239) 229-5733

**TANK INFORMATION:**

Fuel Oil (1) 500 Gallon – Above Ground

**CNTY – Lee County**  
**Lee/Hendry Transfer Station**  
1350 Olympia Street  
Clewiston, Florida 33440

Jason Fournier (239) 229-5733

**TANK INFORMATION:**

Fuel Oil (1) 500 Gallon – Above Ground

**LOCATION:**

**CONTACT PERSON:**

CNTY – Lee County  
Lee/Hendry Landfill  
5500 Church Road  
Felda, Florida 33930

Jason Fournier (239) 229-5733

**TANK INFORMATION:**

Fuel Oil (1) 8,000 Gallon – Above Ground

**ATTACHMENT B – EMERGENCY GENERATOR  
LOCATIONS**

EMERGENCY GENERATOR LOCATIONS

LOCATION	FUEL CAPACITY	MAKE	FUEL TYPE	SIZE	COST PER GALLON
Detar Office Facility	120 gal	Marathon/ Cat	Diesel	75 kw	
Corkscrew Water Plant	6000 gal	Cummins	Diesel	450 kw	
Corkscrew Water Plant	Share above	Cummins	Diesel	450 kw	
Corkscrew Water Plant	2000 gal	Cummins	Diesel	150 kw	
Olga Water Plant	6000 gal	Cat	Diesel	600 kw	
Ft. Myers Beach Wastewater Plant	10,000 gal	Onan	Diesel	1750 kw	
South Reservoir	1000 gal	Cummins	Diesel	200 kw	
North Reservoir	1000 gal	Cummins	Diesel	260 kw	
L/S 480	6000 gal	Cummins	Diesel	150 kw	
L/S 481	2000 gal	Cummins	Diesel	125 kw	
L/S 482	2000 gal	Cummins	Diesel	125 kw	
L/S 229	250 gal	Cat	Diesel	40 kw	
L/S 237	600 gal	Cat	Diesel	100 kw	
L/S 345	450 gal	Cat	Diesel	75 kw	
L/S 393	193 gal	Generac	Diesel	75 kw	
L/S 500	450 gallon	Cat	Diesel	75 kw	
Pine Island WTP	2175 gal	Cat 3412	Diesel	500 kw	
Depot 1	200 gal	Olympian, Generac, Cat	Diesel	60 kw	
Water Way Estates WTP	2000 gal	Cummins NT855GS	Diesel	200 kw	
Green Meadows WTP	5000 gal	Cat 3508	Diesel	900 kw	
Fiesta Village AWWTP	3000 gal	Cummins VTA28GS2	Diesel	600 kw	
College Parkway WTP	250 gal	Cat 3208	Diesel	100 kw	
Detar Office Facility Portable 45439	150 gal	Detroit Diesel	Diesel	60 kw	
Detar Office Facility Portable 45440	150 gal	Detroit Diesel	Diesel	60 kw	
Detar Office Facility Portable 45441	150 gal	Detroit Diesel	Diesel	60 kw	
Detar Office Facility Portable 45442	50 gal	Detroit Diesel	Diesel	30 kw	
Detar Office Facility Portable 45443	50 gal	Detroit Diesel	Diesel	30 kw	
Detar Office Facility Portable 45444	50 gal	Detroit Diesel	Diesel	30 kw	
Detar Office Facility Portable 45445	50 gal	Detroit Diesel	Diesel	30 kw	
Detar Office Facility Portable 45446	150 gal	Detroit Diesel	Diesel	60 kw	
Detar Office Facility Portable 45447	150 gal	Detroit Diesel	Diesel	60 kw	
Detar Office Facility Portable 031981	150 gal	Olympian	Diesel	75 kw	
Waterway Estates AWWTP	2500 gal	Cat	Diesel	400 kw	

LOCATION	FUEL CAPACITY	MAKE	FUEL TYPE	SIZE	COST PER GALLON
Cape Toll Bridge	2000 gal	Cummins	Diesel	125 kw	
Constitutional Complex	500 gal	Cat	Diesel	820 kw	
College Parkway Customer Service Center	500 gal	Detroit Diesel	Diesel	150 kw	
DOT	500 gal	Generac	Diesel	100 kw	
Fleet Maintenance	1000 gal	Generac	Diesel	75 kw	
Jail	6000 gal	Cummins	Diesel	450 kw	
Justice Center unit #1	2000 gal	Cummins	Diesel	415 kw	
Justice Center unit #2	Share above	Cat	Diesel	1000 kw	
Midpoint Toll Bridge	1000 gal	Kohler	Diesel	200 kw	
Morgue	1000 gal	Generac	Diesel	1000 kw	
Public Safety unit #1	1000 gal	Cat	Diesel	520 kw	
Public Safety unit #2	Share above	Cat	Diesel	750 kw	
Public Works	450 gal	Kohler	Diesel	230 kw	
Sanibel Toll Booth	175 gal	Olympian	Diesel	100 kw	
Sports Complex	100 gal	Generac	Diesel	75 kw	
Stockade (CORE)	2000 gal	Kohler	Diesel	75 kw	
Stockade (fire pump)	450 gal	Cat	Diesel	75 kw	
Stockade (IPU)	2000 gal	Onan	Diesel	75 kw	
Stockade (OLD)	193 gal	Kohler	Diesel	75 kw	
Administration Building	300 gal	Cummins	Diesel	600 kw	

**ATTACHMENT C – LOCAL VENDOR PREFERENCE**  
**QUESTIONNAIRE**

**LOCAL VENDOR PREFERENCE QUESTIONNAIRE  
(LEE COUNTY ORDINANCE NO. 00-10)**

Instructions: Please complete either Part A or B whichever is applicable to your firm

**PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN  
LEE COUNTY (Only complete Part A if your principal place of business is  
located within the boundaries of Lee County)**

- 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

---

---

- 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

---

---

---

**PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED  
WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL  
LOCATION WITHIN LEE COUNTY (Please complete this section.)**

- 1. How many employees are available to service this contract? \_\_\_\_\_**

\_\_\_\_\_

- 2. Describe the types and amount of equipment you have available to service this contract.**

---

---

---

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT D – EMERGENCY GENERATOR  
ADDRESSES**

EMERGENCY GENERATOR LOCATIONS						
LOCATION	FUEL CAPACITY	MAKE	FUEL TYPE	SIZE	ADDRESS OF LOCATION	
Detar Office Facility	120 gallon	Marathon/Cat	Diesel	75 kw	5180 TICE ST	
Corkscrew Water Plant	6000 gallon	Cummins	Diesel	450 kw	16101 ALICO RD	
Corkscrew Water Plant	Share above tank	Cummins	Diesel	450 kw	16101 ALICO RD	
Corkscrew Water Plant	2000 gallon	Cummins	Diesel	150 kw	16101 ALICO RD	
Olga Water Plant	6000 gallon	Caterpillar	Diesel	600 kw	1450 WERNER DR	
Ft. Myers Beach Wastewater Plant	10,000 gallon	Onan	Diesel	1750 kw	17155 PINE RIDGE RD	
South Reservoir	1000 gallon	Cummins	Diesel	200 kw	SOUTH POINT BLVD	
North Reservoir	1000 gallon	Cummins	Diesel	260 kw	SAMVILLE RD & BAYSHORE DR	
L/S 480	6000 gallon	Cummins	Diesel	150 kw	BALLARD RD & MARKLAND	
L/S 481	2000 gallon	Cummins	Diesel	125 kw	I 75 & PALM BEACH	
L/S 482	2000 gallon	Cummins	Diesel	125 kw	PALM BEACH BLVD. SHORES	
L/S 229	250 gallon	Caterpillar	Diesel	40 kw	PUNTA RASSA @ SANIBEL HARBOUR	
L/S 237	600 gallon	Caterpillar	Diesel	100 kw	SUMMERLIN & JOHN MORRIS RD	
L/S 345	450 gallon	Caterpillar	Diesel	75 kw	METRO PKWY N. OF DANIELS W. SIDE	
L/S 393	193 gallon	Generac	Diesel	75 kw	WINKLER & MCGREGOR	
L/S 500	450 gallon	Caterpillar	Diesel	75 kw	STRINGFELLOW & SESAME DR	
Pine Island WTP	2175 gallon	Caterpillar 3412	Diesel	500 kw	6928 STRINGFELLOW RD	
Depot 1	200 gallon	Olympian	Diesel	60 kw	190 EVERGREEN	
Water Way Estates WTP	2000 gallon	Cummins NT855GS	Diesel	200 kw	4271 ST. CLAIR AVE	
Water Way Estates AWWTP	2500 gallon	Caterpillar 3406B-SR4	Diesel	400 kw	1667 INLET DR	
Green Meadows WTP	5000 gallon	Caterpillar 3508	Diesel	900 kw	13001 ALICO RD	
Fiesta Village AWWTP	3000 gallon	Cummins VTA28GS2	Diesel	600 kw	1366 SAN SOUCI DR	
Fiesta Village AWWTP	Share above tank	Cummins VTA28GS2	Diesel	600 kw	1366 SAN SOUCI DR	
College Parkway WTP	250 gallon	Caterpillar 3208	Diesel	100 kw	7401 COLLEGE PKWY	
College Parkway Customer Service Center	500 gallon	Detroit Diesel	Diesel	150kw	7391 COLLEGE PKWY	
Detar Office Facility Portable 45439	150 gallon	Detroit Diesel	Diesel	60 kw	5180 TICE ST	
Detar Office Facility Portable 45440	150 gallon	Detroit Diesel	Diesel	60 kw	5180 TICE ST	
Detar Office Facility Portable 45441	150 gallon	Detroit Diesel	Diesel	60 kw	5180 TICE ST	
Detar Office Facility Potable 45442	50 gallon	Detroit Diesel	Diesel	30 kw	5180 TICE ST	

LOCATION	FUEL CAPACITY	MAKE	FUEL TYPE	SIZE	ADDRESS
Detar Office Facility Portable 45443	50 gallon	Detroit Diesel	Diesel	30 kw	5180 TICE ST
Detar Office Facility Portable 45444	50 gallon	Detroit Diesel	Diesel	30 kw	5180 TICE ST
Detar Office Facility Portable 45445	50 gallon	Detroit Diesel	Diesel	30 kw	5180 TICE ST
Detar Office Facility Portable 45446	150 gallon	Detroit Diesel	Diesel	60 kw	5180 TICE ST
Detar Office Facility Portable 45447	150 gallon	Detroit Diesel	Diesel	60 kw	5180 TICE ST
Detar Office Facility Portable 031981	150 gallon	Olympian	Diesel	75 kw	5180 TICE ST
Cape Toll Bridge	2000 gallon	Cummins	Diesel	125 kw	10100 COLLEGE PKW'
Constitutional Complex	500 gallon	Caterpillar	Diesel	820 kw	2480 THOMSPSON S'
DOT	500 gallon	Generac	Diesel	100 kw	ZIP DR BILLY CREEK
Fleet Maintenance	1000 gallon	Generac	Diesel	75 kw	2955 VAN BUREN DR
Jail	6000 gallon	Cummins	Diesel	450 kw	2116 MLK BLVD
Justice Center unit #1	2000 gallon	Cummins	Diesel	415 kw	1700 MONROE ST
Justice Center unit #2	Share above	Caterpillar	Diesel	1000 kw	1700 MONROE ST
Midpoint Toll Bridge	1000 gallon	Kohler	Diesel	200 kw	1930 SE 23RD TER
Morgue	1000 gallon	Generac	Diesel	1000 kw	70 DANLEY DR
Public Safety unit #1	1000 gallon	Caterpillar	Diesel	520 kw	14750 SIX MILE CYPRESS
Public Safety unit #2	Share above	Caterpillar	Diesel	750 kw	14750 SIX MILE CYPRESS
Public Works	450 gallon	Kohler	Diesel	230 kw	1500 MONROE ST
Sanibel Toll Booth	175 gallon	Olympian	Diesel	100 kw	18700 MCGREGOR BLVD

Sports Complex	100 gallon	Generac	Diesel	75 kw	14100 SIX MILE CYPRES
Stockade (CORE)	2000 gallon	Kohler	Diesel	75 kw	2501 ORTI
Stockade (fire pump)	450 gallon	Caterpillar	Diesel	75 kw	2501 ORTI
Stockade (IPU)	2000 gallon	Onan	Diesel	75 kw	2501 ORTI
Stockade (OLD)	193 gallon	Kohler	Diesel	75 kw	2501 ORTI
Administration Building	300 gallon	Cummins	Diesel	600 kw	1500 MONROE S

# Evans Oil Company

3170 South Horseshoe Drive Naples, FL 34104

Lee County Division of Purchasing  
P.O Box 398  
Fort Myers, Florida  
33902-0398

7/1/2003

Re: Bid #Q-030080, Letter of Compliance

To Whom,

This letter is being submitted to The Lee County, Florida Board of County Commissioners as reference of compliance of requirements to the above mentioned bid specifications.

Please note the following information as listed.

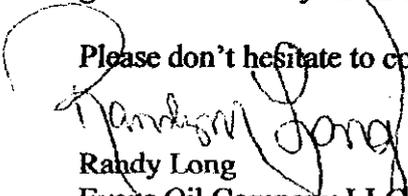
Evans Oil Company, LLC of Naples Florida is a Drug Free workplace in compliance with Florida law. A full Safety Program for the current year of 2003 is in place and located at our office in Naples, Florida. As well, Evans Oil Company has a complete and current Spill Prevention Plan on file on site. We maintain constant training and safety practices.

All required licenses, permits, & insurance policies are available upon request of Lee County Florida Also, any product MSDS or product information written or otherwise are available as needed by Lee County.

Evans Oil Company delivers with its own equipment and has emergency delivery available 24/7.

A complete generator back up system is in place at our Naples Bulk Plant location to guarantee delivery in times of disaster.

Please don't hesitate to contact our office for any specific information or printed matter.

  
Randy Long  
Evans Oil Company, LLC

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF  
GASOLINE & DIESEL FUEL**

DATE SUBMITTED: 7/1/2003

VENDOR NAME: EVANS OIL CO, LLC

**Evans Oil Company  
3170 So. Horseshoe Dr.  
Naples, FL 34104**

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

18

	UNLEADED 87 OCTANE	UNLEADED 89 OCTANE	#2 LOW SULFUR DIESEL	#2 HIGH SULFUR DIESEL
BASE PRICE*	\$ 0.9282	\$ 0.9638	\$ 0.92400	\$ 0.91300
FEDERAL TAXES	Exempt	Exempt	Exempt	Exempt
STATE TAXES USE	\$ 0.14225	\$ 0.14225	\$ 0.14100	Exempt
LOCAL TAXES USE	\$ 0.17600	\$ 0.17600	\$ 0.12600	Exempt
POLLUTION TAX	\$ 0.02072	\$ 0.02072	\$ 0.02072	\$ 0.02072
SALES TAXES	Exempt	Exempt	Exempt	Exempt
FIXED FEE (EXCLUDING TAX)	\$ .04	\$ .04	\$ .045	\$ .045
TOTAL	\$ 1.30717	\$ 1.34277	\$ 1.25672	\$ 1.17872

\*\*The "Base" price used is based upon the average Tampa, Florida price as reported in the "Oil Price Information Service" ("OPIS") through 1-25-03 (1-29 report).

GRAND TOTAL (ALL 4 GRADES): \$ 4.88538

WILL YOU DELIVER WITH YOUR OWN VEHICLES AS OPPOSED TO COMMON CARRIER?

YES  \_\_\_\_\_ NO \_\_\_\_\_

**PLEASE SEE ATTACHMENT A FOR SITE LOCATIONS AND VOLUMES.**

**SUBMITTALS ARE REQUIRED – SEE PAGE 19**

**OPTION A – GENERATOR FUELING**

THE COUNTY HAS NUMEROUS EMERGENCY GENERATORS AT VARIOUS LOCATIONS THROUGHOUT LEE COUNTY. IN THE SPACE PROVIDED ON ATTACHMENT B, PLEASE STATE YOUR COST PER GALLON FOR TANK WAGON DELIVERY TO EACH OF THE LISTED SITES ON AN AS-NEEDED BASIS.

TO BE STARTED WITHIN 10 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes \_\_\_\_\_ No  \_\_\_\_\_

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No  \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

**MODIFICATIONS:**

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME EVANS OIL CO, LLC

BY (Printed): RANDY JONG

BY (Signature): Randy Jong

TITLE: MANAGER

FEDERAL ID # OR S.S.# 65-1069593

ADDRESS: 3170 S. NORSEBROOK DR.

NAPLES, FL 34104

PHONE NO.: 239-262-4124

FAX NO.: 239-262-7861

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: PETER @ EVANSOIL.NET

REVISED: 7/28/00

LEE COUNTY PURCHASING - BIDDERS CHECK LIST

**IMPORTANT:** Please read carefully and return with your bid proposal.  
Please check off each of the following items as the necessary action is completed:

- 1. The Quote has been signed.
- 2. The Quote prices offered have been reviewed.
- 3. The price extensions and totals have been checked.
- 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- 6. All modifications have been acknowledged in the space provided.
- 7. All addendums issued, if any, have been acknowledged in the space provided.
- 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- 10. Any Delivery information required is included.
- 11. The mailing envelope has been addressed to:
 

<b>MAILING ADDRESS</b>	or	<b>PHYSICAL ADDRESS</b>
Lee County Purchasing		Lee County Purchasing
P.O. Box 398		3434 Hancock Bridge Pkwy #307
Ft. Myers, FL 33902-0398		N. Ft. Myers, FL 33903
- 12. The mailing envelope **MUST** be sealed and marked with:  
Quote Number  
Opening Date and/or Receiving Date
- 13. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- 14. If submitting a "NO BID" please write quote number here \_\_\_\_\_ and check one of the following:  
 \_\_\_\_\_ Do not offer this product \_\_\_\_\_ Insufficient time to respond.  
 \_\_\_\_\_ Unable to meet specifications (why)  
 \_\_\_\_\_ Unable to meet bond or insurance requirement.  
 Other: \_\_\_\_\_

Company Name and Address:  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT B – EMERGENCY GENERATOR  
LOCATIONS**

\* PLEASE NOTE COST PER GALLON AMOUNTS ARE FEES THAT ARE TO BE ADDED TO THE #2 HIGH SULFUR, OPIS, TAXES, + FIXED FEE AMOUNTS ON PAGE 13, ON A PER STOP BASIS.

0 GALLONS TO 200 GALLONS - \$ .50  
 201 GALLONS TO 500 GALLONS - \$ .35  
 501 GALLONS TO 3000 GALLONS - \$ .15  
 3001 GALLON TO 10,000 GALLONS \$ .10

LOCAL VENDOR PREFERENCE QUESTIONNAIRE  
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

**PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)**

1. **What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

---

---

2. **What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

---

---

---

**PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)**

1. **How many employees are available to service this contract?** 25

\_\_\_\_\_

2. **Describe the types and amount of equipment you have available to service this contract.**

8 MULTI COMPARTMENT TANK WAGONS,  
6 TRACTOR TRAILERS,  
\_\_\_\_\_

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

155,000 BULK STORAGE IN NAPLES, GAS + DIESEL.  
DIRECT DELIVERIES FROM PT. TAMPA + PT.  
EVERGLADES

4. Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?

Yes  No

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

LUBE BIDS FOR LEE COUNTY + LEE COUNTY  
SCHOOL BOARD.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**LEE COUNTY**  
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: \_\_\_\_\_

Bob Jones  
District One

Douglas R. St. Cery  
District Two

Ray Judah  
District Three

Andrew W. Coy  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

James G. Yaeger  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

**June 26, 2003**

**Quotation No.: Q-030080**

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
THE ANNUAL PURCHASE OF GASOLINE AND DIESEL FUEL**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE  
PROPOSAL QUOTE FORM (PAGE 13).**

The original specifications and other contract documents are amended as noted below:

Page 16, OPIS REPORTS, currently states that the awarded vendor shall purchase a subscription to Oil Price Information Service (OPIS) for Lee County. Please delete this section in its entirety due to the fact that Lee County will purchase its own subscription.

Page 18, VARIABLE PRICING, currently states: "The pricing will be allowed to vary one time per week based on OPIS". This has been changed to read as follows: "The pricing will be allowed to vary daily based on the A.M. OPIS report."

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-689-7385.

DIVISION OF PURCHASING

Robert D. Franceschini, C.P.M., CPPB  
Purchasing Manager

cc: Don Lawes/Fleet  
Lisa Pierce/Minutes

# ATTACHMENT 5

Lee County  
Fleet Management

03 AUG --5 PM 12: 23

## Memo

**To:** Patti Ambruster, Buyer  
**From:** Marilyn L. Rawlings, Fleet Manager *MR*  
**Date:** 7/29/2003  
**Re:** Fuel Quote

---

Please prepare a Blue Sheet for the purchase of Gasoline and Diesel Fuel as follows:

**ACTION REQUESTED:** Approve award for the purchase of gasoline and diesel fuel to Evans Oil Co. Approve Budget Amendment resolution in the amount of \$950,000 to increase overall expenditures for fuel and maintenance in the Vehicle Maintenance Fund (Fund 594/00).

**WHY THE ACTION IS NECESSARY:** The Board of County Commissioners must approve expenditures in excess of \$50,000 per fiscal year.

**WHAT THE ACTION ACCOMPLISHES:** This award will allow Lee County Fleet Management to continue purchasing gasoline and diesel fuel for use in County vehicles, equipment and building generators. The budget amendment will provide additional budget authority for Fleet in order to fuel and maintain the additional equipment added to the fleet each year as well as provide for increases in fuel prices.

The account string to be charged is: JB5191059400.505210. Emma Wolf from Budget Services will prepare and attach the necessary Budget Amendment Resolution.

Also, Fleet Management staff has elected to award Option "A".

If you have any questions, please contact me at 239/338-3233 .

**Cc:** Emma Wolf, Budget Services