

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Waive the formal quotation process to accept and approve the award of Informal Written Quotation No. IW060705 Annual Purchase of Bulk Lubricants for Fleet Management, to the low quoter meeting specifications, Palmdale Oil Company as the primary vendor and Edison Oil Company as the secondary vendor, at the prices (including Options A and B) as listed on the attached Lee County Tabulation Sheet. The initial term of this quote is one year; also request authority to renew this quote for four additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price escalator clause as per the specifications on an as-needed basis. In the event that the low quoter is unable to establish the effectiveness of their product, request the Purchasing Director be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Director can proceed to the next low quoter(s). Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures. Fleet estimates expending approximately \$150,000 annually for bulk lubricants.

**2. WHAT ACTION ACCOMPLISHES:** Allows Fleet to purchase oil and other lubricants for the maintenance of County vehicles and equipment.

**3. MANAGEMENT RECOMMENDATION:** Approve as stated.

<b>4. Departmental Category:</b> <b>CLK</b>		<b>5. Meeting Date:</b> <b>01-09-2007</b>	
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On		<b>7. Requirement/Purpose: (specify)</b> <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin. Code <b>AC-4-1</b> <input type="checkbox"/> Other	
		<b>8. Request Initiated:</b> Commissioner _____ Department _____ Division <b>Fleet Management</b> By: <b>Marilyn Rawlings, Fleet Mgr.</b>	

**9. Background:** On October 26, 2006, the Division of Purchasing received sealed quotations for the annual purchase of bulk lubricants for Fleet Management. On that date, four responses were received. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Palmdale Oil Company (primary vendor) and Edison Oil Company (secondary vendor) as the low quoters meeting all specification requirements. It was initially anticipated that the total cost of this quote would come in under \$100,000; therefore, it was processed as an informal written. However, with the final totals coming in at over \$100,000, Board approval is required.

Funding is available: JB5191059400.505210

Please See Attachments:

- (1) Tabulation Sheet
- (2) Specifications
- (3) Palmdale Oil Quotation
- (4) Edison Oil Quotation
- (5) Department's Recommendation

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr	
<i>Mawley</i> 12/21/06	<i>Paul Stecher</i> 12.30.06			<i>JG</i> 12/27/06	<i>DKH</i> 12/27/06	<i>JS</i> 12/27	<i>RK</i> 12/27	<i>MS</i> 12/27	<i>HS</i> 12-28-06

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN:  
 12/27/06 3:00  
 " " 4:00 P.M.  
 COUNTY ADMIN  
 FORWARDED TO:  
 12/28/06 P. Res 10:30

Rec. by CoAtty  
 Date: 12/27/06  
 Time: 2:35pm  
 Forwarded To:  
 12/27/06  
 2:00pm

**MEMORANDUM  
FROM  
THE DIVISION OF PURCHASING**

DATE: DECEMBER 20, 2006

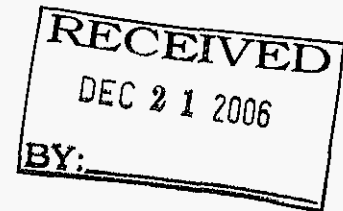
TO: MARILYN RAWLINGS  
FLEET MANAGER

*Janet Sheehan*  
FROM: JANET SHEEHAN, CPPB  
PURCHASING DIRECTOR

RE: BLUE SHEET # 20061721

PROJECT: Annual Purchase of Bulk Lubricants

TYPE: Informal Written Quote



AWARDED TO: Palmdale Oil (Primary) & Edison Oil (Secondary)

When you have finished your review of this package, please forward it to Jed Schneck in the County Attorney's Office.

If there are any questions or concerns with this package, please contact Bob Franceschini at 344-5457.

2006 DEC 22 PM 2:25  
RECEIVED BY  
LEE CO. ATTORNEY

INFORMAL QUOTATION #IW060705	LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: October 26, 2006	FOR				
BUYER: Bob Franceschini	ANNUAL PURCHASE OF BULK LUBRICANTS				
VENDORS	Evans Oil	Palmdale Oil	JH Williams Oil Co	Edison Oil	
Addendum Acknowledge	YES	YES	YES	YES	
The below signed quoter is the:					
Manufacturer					
Re-Packager		X	X		
Mfg. Dealer/Agent	X		X	X	
<b>HG68 Hydraulic Oil:</b>					
Cost per Gallon	\$4.25	\$4.07	\$4.4150	\$4.24	
X 5,000 Gallons	\$21,250.00	\$20,350.00	\$22,075.00	\$21,200.00	
<b>Tractor Hydraulic Fluid:</b>					
Cost per Gallon	\$5.50	\$5.44	\$5.20	\$5.14	
X 5,000 Gallons	\$27,500.00	\$27,200.00	\$26,000.00	\$25,700.00	
<b>Engine Oil - SAE 15W40:</b>					
Cost per Gallon	\$5.85	\$5.47	\$5.60	\$5.65	
X 10,000 Gallons	\$58,500.00	\$54,700.00	\$56,000.00	\$56,500.00	
<b>Grand Total Cost (Items 1 thru 3):</b>	\$107,250.00	\$102,250.00	\$104,075.00	\$103,400.00	
<b>Option A - Engine Oil - SAE 10W30</b>					
Cost per Gallon	\$5.09	\$5.03	\$13.7150	\$5.21	
X 10,000 Gallons	\$50,900.00	\$50,300.00	\$137,150.00	\$52,100.00	

ATTACHMENT #1

<b>VENDORS</b>	Evans Oil	Palmdale Oil	JH Williams Oil Co	Edison Oil	
<b>Option B - Engine Oil - SAE 5W30</b>					
Cost per Gallon	\$5.51	\$5.45	\$13.7150	\$6.02	
X 10,000 Gallons	\$55,100.00	\$54,500.00	\$137,150.00	\$60,200.00	
To be started within calendar days	1	-	2	1	
Deliver with own vehicles	YES	YES	YES	YES	
Modifications	NO	YES*	NO	NO	
Meets Specifications	YES	YES	YES	YES	
Occupational License Number	N/A	010767	N/A	6407780	
Quote Signed	YES	YES	YES	YES	
<b>*VENDOR HAS CONFIRMED THAT THERE ARE NO MODIFICATIONS TO THE QUOTE - CLERICAL ERROR.</b>					
<b>NO BIDS</b>					
<b>POSTING TIME/DATE</b>					
FROM: _____ / _____					
UNTIL: _____ / _____					
BY: _____					



PROJECT NO.: IW060705

OPEN DATE: OCTOBER 26, 2006

AND TIME: 2:30 P.M.

PRE-BID DATE: OCTOBER 19, 2006

AND TIME: 2:30 P.M.

LOCATION: LEE COUNTY PURCHASING  
1825 HENDRY ST., 3<sup>RD</sup> FL  
FORT MYERS, FL 33901

# REQUEST FOR QUOTATIONS

## TITLE:

## ANNUAL PURCHASE OF BULK LUBRICANTS

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING

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

**PHYSICAL ADDRESS**  
1825 HENDRY ST 3<sup>RD</sup> FLOOR  
FORT MYERS, FL 33901

BUYER: BOB FRANCESCHINI, C.P.M., CPPB  
PHONE NO.: (239) 344-5450



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

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

Bob Janes  
District One

Douglas R. St. Cerny  
District Two      **October 20, 2006**

Ray Judah  
District Three

Tammy Hall  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

David M. Owen  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

**Quotation No.: IW060705**

**LEE COUNTY ADDENDUM NUMBER ONE  
TO THE SPECIFICATIONS FOR  
THE ANNUAL PURCHASE OF BULK LUBRICANTS**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE  
PROPOSAL QUOTE FORM (PAGE 10 OF THE QUOTE PACKAGE).**

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

Please replace page 11 of the specifications with page 11A (which is attached to this addendum) - "Option B" has been added to the quote for the pricing of SAE 5W30 Engine Oil. This shall be a delivered price per gallon based on an estimated annual usage of 10,000 gallons delivered to an above ground storage tank with a capacity of 500 gallons. (The cost of Option B will not be factored in when determining the lowest Grand Total Cost for this quotation.)

"Attachment A - Lubricant Specifications" has been added to the quote to clarify the minimum specifications the lubricants quoted must meet (copy attached as part of this Addendum). This Attachment is in addition to - and supersedes where applicable - the lubricant specifications found in "Lubricant Requirements" (page 15) and "Option A" (page 17).

If there are any questions regarding this addendum, please contact Bob Franceschini at 239-344-5450.

DIVISION OF PURCHASING

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

cc: Marilyn Rawlings  
Janet Sherman

ADDENDUM #1/ QUOTE NO.: IW060705

OPTION A – ENGINE OIL – SAE 10W30

COST PER GALLON: \$ \_\_\_\_\_ X 10,000 GALLONS = \$ \_\_\_\_\_

OPTION B – ENGINE OIL – SAE 5W30

COST PER GALLON: \$ \_\_\_\_\_ X 10,000 GALLONS = \$ \_\_\_\_\_

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

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

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

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.

## **ATTACHMENT A – LUBRICANT SPECIFICATIONS**

### **Engine Oil – SAE 15W40**

Must meet or exceed the performance requirements of the latest API category CI - 4 Plus. CI - 4 / SL, Detroit Diesel 93K214 (DDC Power Guard), Mack EO-N Premium Plus 03, Caterpillar ECF-1, ACEA E-5, Global DHD-1, Cummins CES 20078, Mercedes Benz 228.3, and Volvo VDS-3.

### **Tractor Hydraulic Fluid**

Must meet or exceed the latest performance requirements of Case IH (MS-1230), Caterpillar (TO-2, Clark (TA 18, TA 12), Deutz-Allis (Power Fluid 821 XL), Ford New Holland (M2C134-D,C, B &A), Hesston AF-87, Int'l Harvester (see Case), John Deere (JDM J21A, JDM J20A, B, & C), Massey-Ferguson (M -1144, M-1143, Permatran III, Steiger (HTF SEMS 17001), Sundstrand and White Farm (Q-1826).

### **HG68 Hydraulic Oil**

Must meet or exceed the latest performance requirements of Vickers (M-2950-S & I-286-S), Haggblunds-Denison (HF-O), Cincinnati Lamb (P-68 & 70), Lee Norse (100-1), Jeffery (No.87), Racine (variable volume vane pumps), and U.S. Steel (136 & 127). Must meet minimum ASTM 943 (oxidation) of 2500 Hrs.

### **Engine Oil – 10W30**

Must meet or exceed the latest performance requirements for American Petroleum Institute (API SM/GF4), ILSAC (GF-4), CID-A-A-52039B, GM47118M (10W30), DaimierChrysler MS 6395-N).

### **Engine Oil – 5W30**

Must meet or exceed the latest performance requirements for American Petroleum Institute (API SM/GF4), ILSAC (GF-4), CID-A-A-52039B, GM47118M (10W30), DaimierChrysler MS 6395-N).



**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) 344-5450.

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. **WARRANTY/GUARANTEE** (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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **MISCELLANEOUS**

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

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **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.



21. **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.

22. **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  
BULK LUBRICANTS**

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:

\_\_\_\_\_

THE BELOW SIGNED QUOTER IS THE: \_\_\_\_\_ MANUFACTURER  
\_\_\_\_\_ RE-PACKAGER  
\_\_\_\_\_ MFG. DEALER/AGENT

1. HG68 HYDRAULIC OIL:

COST PER GALLON: \$ \_\_\_\_\_ X 5,000 GALLONS = \$ \_\_\_\_\_

2. TRACTOR HYDRAULIC FLUID:

COST PER GALLON: \$ \_\_\_\_\_ X 5,000 GALLONS = \$ \_\_\_\_\_

3. ENGINE OIL – SAE 15W40:

COST PER GALLON: \$ \_\_\_\_\_ X 10,000 GALLONS = \$ \_\_\_\_\_

**GRAND TOTAL COST (ITEMS 1 THRU 3): \$ \_\_\_\_\_**

OPTION A – ENGINE OIL – SAE 10W30

COST PER GALLON: \$ \_\_\_\_\_ X 10,000 GALLONS = \$ \_\_\_\_\_

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

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

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

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 MATERIALS (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 BULK LUBRICANTS**

SCOPE

The purpose of this quote is to establish a source for the annual purchase of bulk lubricants for Lee County Fleet Management.

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.

MAJOR BREAKDOWNS/NATURAL DISASTERS

In the event of major breakdowns or natural disasters, Lee County Fleet Management requires that the awarded vendor provide the name of a contact person and phone number which will afford Fleet Management access 24 hours per day, 365 days per year.

BASIS OF AWARD

Vendors must quote on all items to be considered for award.

All prices quoted must include F.O.B. destination delivery to Fleet Management and the off-loading of product into the tanks as specified in this quotation.

Quotation will be awarded to a primary and secondary vendor meeting specifications offering Lee County the lowest overall price (Grand Total Cost – Items 1 thru 3) respectively.

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

Lee County reserves the right, at the Purchasing Director's discretion, not to award certain items on the Proposal Quote Form.

DESIGNATED CONTACT

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County Fleet Management. This person or back up shall be readily available during normal work hours, 8:00 a.m. – 5:00 p.m./Monday thru Friday, by phone or in person, and shall be knowledgeable of the terms and procedures involved. Fleet Management and the awarded vendor shall each provide the other with an emergency contact phone number that is accessible 24 hours per day.

DELIVERY REQUIREMENTS

It is understood and agreed that the awarded vendor shall be responsible for stocking sufficient bulk lubricants as specified under this quote so that deliveries may be made using the following guidelines:

\*The next working day, if notified before noon. Delivery period may be extended at the County's discretion.

\*The second working day, if notified after noon. Delivery period may be extended at the County's discretion.

In the event that the awarded vendor cannot deliver the quoted products in a timely manner, Fleet Management reserves the right to obtain the required products from another source.

All lubricants shall be delivered F.O.B. destination to the following location:

Lee County Fleet Management Facility, 2955 Van Buren Street, Ft. Myers, FL 33916.  
Monday thru Friday, 7:00 a.m. to 5:30 p.m.

When product 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.

Tank information is as follows:

HG68 Hydraulic Oil:

One (1) Tank - 250 Gallon Capacity – Above Ground

Tractor Hydraulic Fluid:

One (1) Tank - 250 Gallon Capacity – Above Ground

Engine Oil – SAE 15W40:

One (1) Tank - 500 Gallon Capacity – Above Ground

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. The ultimate goal is to assure that lubricants of all types are always available.

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, spill prevention plan and procedure to follow in the event there is an accidental lubricant spill. Quoters should 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 all specified lubricants before or during natural disasters or emergencies, such as hurricanes, storm, fire, etc. or during supply shortages should be submitted with quote.

#### 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-filling prevention program. Quoters should submit details of this program with their quote.

#### LUBRICANT REQUIREMENTS

Quality lubricants are desired; contaminated, degraded, or recycled lubricants will not be allowed. The lubricants to be provided under this quote must meet the following requirements:

The HG68 hydraulic oil and tractor hydraulic fluid must meet or exceed all service categories as applicable, and meet all major equipment manufacturer requirements as applicable.

The SAE 15W40 multi-grade motor oil must meet or exceed API Service Categories CI-4 and CF/SL as applicable, and meet all major car and diesel engine manufacturer requirements including Caterpillar, Cummins, Allison and Mack Truck as applicable.

ESTIMATED CONSUMPTION

Fleet Management's estimated consumption for each type of lubricant is given on the Proposal Quote Form. These amounts are given for quoter's guidance only. No minimum quantity is guaranteed or implied.

PAYMENT

The County desires to pay its account by the 20<sup>th</sup> day of the month following the month of delivery. From lubricant delivery date to invoicing date, shall be no more than three working days. Invoices shall fully itemize all charges including cost per gallon, time of delivery, before and after delivery stick readings, net and gross gallons, and segregate them by tank and date. 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 submittals 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-filling prevention.
5. Detailed specification sheet from the manufacturer for each product quoted.
6. Complete MSDS sheets on each product quoted.

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

SUB-CONTRACTORS

The use of sub-contractors to transport lubricants 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.

PRICE INCREASES

If the awarded vendor(s) experiences a major price increase from suppliers for items in this quotation, the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or re-quote, at the County's sole discretion.

OPTION A – ENGINE OIL – SAE 10W30

At some point in the near future, Fleet Management anticipates purchasing SAE 10W30 engine oil in bulk.

The SAE 10W30 multi-grade motor oil quoted under this option must meet or exceed all applicable API Service Categories as well as CF/SL, and meet all major car and diesel engine manufacturer requirements including Caterpillar, Cummins, Allison and Mack Truck as applicable.

In the space provided on the Proposal Quote Form, please quote your delivered price per gallon for SAE 10W30 engine oil based on an estimated annual usage of 10,000 gallons delivered to an above ground storage tank with a capacity of 500 gallons. (Annual usage and tank size are estimates.)

NOTE: The cost of "Option A" will not be factored in when determining the lowest Grand Total Cost for this quotation.

**INSURANCE REQUIREMENTS**

**NOTE:** Your certificate of insurance must meet the following requirements:

**Requirement #1:**

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

**Requirement #2:**

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners  
C/O Lee County Purchasing  
P.O. Box 398  
Fort Myers, FL 33902-0398

**Requirement #3:**

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

1. **Minimum Insurance Requirements:** Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.
  - 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:
    - \$100,000 per accident
    - \$500,000 disease limit
    - \$100,000 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)  
\$1,000,000 bodily injury per occurrence (BI)  
\$1,000,000 property damage (PD) or  
\$1,000,000 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

- d. Pollution Liability - Covering a transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$500,000 bodily injury / property damage/ cleanup, including wrongful delivery.

***\*The required limit of liability shown in Insurance Requirements item: 1.a; 1.b; 1.c; 1. d; 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 the 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 policies.**
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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.

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  
1825 Hendry St 3<sup>rd</sup> Floor  
Ft. Myers, FL 33901

\_\_\_ 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:

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

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF  
BULK LUBRICANTS**

DATE SUBMITTED: 10/25/06

VENDOR NAME: PALMSTATE OIL COMPANY INC.

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: #1 [Signature]

THE BELOW SIGNED QUOTER IS THE: \_\_\_\_\_ MANUFACTURER  
 RE-PACKAGER  
\_\_\_\_\_ MFG. DEALER/AGENT

1. HG68 HYDRAULIC OIL:

COST PER GALLON: \$ 4.07 X 5,000 GALLONS = \$ 20,350.00

2. TRACTOR HYDRAULIC FLUID:

COST PER GALLON: \$ 5.44 X 5,000 GALLONS = \$ 27,200.00

3. ENGINE OIL - SAE 15W40:

COST PER GALLON: \$ 5.47 X 10,000 GALLONS = \$ 54,700.00

**GRAND TOTAL COST (ITEMS 1 THRU 3): \$ 102,250.00**

ADDENDUM #1/ QUOTE NO.: IW060705

OPTION A - ENGINE OIL - SAE 10W30

COST PER GALLON: \$ 5.03 X 10,000 GALLONS = \$ 50,300.00

OPTION B - ENGINE OIL - SAE 5W30

COST PER GALLON: \$ 5.45 X 10,000 GALLONS = \$ 54,500.00

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

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

YES  NO

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

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FIRM NAME: PALMDALE OIL COMPANY INC.

BY (Printed): LACHLAN CHEATHAM

BY (Signature): *L Cheatham*

TITLE: PRESIDENT

FEDERAL ID # OR S.S.# 69-2358666

ADDRESS: 911 N. 2ND ST.

FT. PIERCE, FL. 34950

PHONE NO.: 772-461-2300

FAX NO.: 772-595-0843

CELLULAR PHONE/PAGER NO.: 561-722-0402

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 010767 BUS 2006-56014

E-MAIL ADDRESS: lach@palmdaleoil.com

REVISED: 7/28/00



**Franceschini, Robert D.**

---

**From:** Lach [lach@palmdaleoil.com]  
**Sent:** Friday, October 27, 2006 9:16 AM  
**To:** Franceschini, Robert D.  
**Subject:** Modifications

Dear Robert,

In regards to your bid "Bulk Lubricants", we inadvertantly checked off "modifications to the bid". We want to let you know that this was a mistake on our part as we were in a rush to finalize the bid package on time. Please note that there is absolutely NO modifications of any kind in the bid we submitted to Lee County. If you have any other questions, please contact me directly at 561-722-0402.

Thank you again for your opportunity to bid on this project.

Lach Cheatham

10/27/2006

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM  
FOR THE ANNUAL PURCHASE OF  
BULK LUBRICANTS**

DATE SUBMITTED: October 26, 2006

VENDOR NAME: Edison Oil Co.

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:

#1 Jan 11/06

THE BELOW SIGNED QUOTER IS THE: \_\_\_\_\_ MANUFACTURER

\_\_\_\_\_ RE-PACKAGER

\_\_\_\_\_ MFG. DEALER/AGENT

1. HG68 HYDRAULIC OIL:

COST PER GALLON: \$ 4.24 X 5,000 GALLONS = \$ 21200.00

2. TRACTOR HYDRAULIC FLUID:

COST PER GALLON: \$ 5.14 X 5,000 GALLONS = \$ 25700.00

3. ENGINE OIL - SAE 15W40:

COST PER GALLON: \$ 5.65 X 10,000 GALLONS = \$ 56500.00

GRAND TOTAL COST (ITEMS 1 THRU 3): \$ 103400.00

ADDENDUM #1/ QUOTE NO.: IW060705

OPTION A - ENGINE OIL - SAE 10W30

COST PER GALLON: \$ 5.21 X 10,000 GALLONS = \$ 52100.00

OPTION B - ENGINE OIL - SAE 5W30

COST PER GALLON: \$ 6.02 X 10,000 GALLONS = \$ 60200.00

TO BE STARTED WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

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

YES  NO

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:

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FIRM NAME: Edison Oil Co.

BY (Printed): Don Henshaw

BY (Signature): Don Henshaw

TITLE: Vice President

FEDERAL ID # OR S.S.# 59-1512831

ADDRESS: 32925 Dr. MLK Blvd  
Ft. Myers, FL 33916

PHONE NO.: 239.334.0151

FAX NO.: 239.334.4527

CELLULAR PHONE/PAGER NO.: 239.560.4820

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 6407780

E-MAIL ADDRESS: Don@edisonoil.com

REVISED: 7/28/00

**Franceschini, Robert D.**

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**From:** Rawlings, Marilyn L.  
**Sent:** Tuesday, December 19, 2006 2:23 PM  
**To:** Jeffcoat, Chris R.; Franceschini, Robert D.  
**Cc:** Sherman, Janet M.  
**Subject:** FW: Bulk Oil

Please change the \$90,000 to \$150,000. thanks.

*Marilyn L. Rawlings, CEM*  
Fleet Manager

Lee County Fleet Management  
2955 Van Buren St.  
Fort Myers, FL 33916  
239/338-3233

*An ASE Blue Seal of Excellence Recognized Business*  
*"We're Proud of our Blue Seal Team"*

---

**From:** Rawlings, Marilyn L.  
**Sent:** Tuesday, December 19, 2006 2:15 PM  
**To:** Franceschini, Robert D.; Jeffcoat, Chris R.  
**Cc:** Sherman, Janet M.  
**Subject:** Bulk Oil

Please prepare a Blue sheet for the award of our bulk oil to Palmdale Oil.

Approve award of the purchase of Bulk Oil to Palm Dale Oil (# \_\_\_\_\_ ) for an estimated annual expenditure of \$90,000.

**What action accomplishes:** Allows Fleet Management to purchase oil and other lubricants for the maintenance of County vehicles and equipment.

**Recommendation:** Approve as stated.

Account string – JB5191059400.505210

*Marilyn L. Rawlings, CEM*  
Fleet Manager

Lee County Fleet Management  
2955 Van Buren St.  
Fort Myers, FL 33916  
239/338-3233

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12/19/2006