



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

New Business - Support Services Group

J.4.

1/26/2021

Subject:

Recommended Award of B-5-21-11: Petroleum Products - Lube Oil - Protest Received from Watkins Oil

Fiscal Impact:

- Intended Award to Seaboard Distribution as Primary - All Lines Except Line 45 - \$136,270.82 Annually (estimated based on quantities)
 - o Intended Award to Seaboard Distribution as Secondary Vendor for Line 45, Blue DEF 330 Gallon Tote
- Intended Award to Watkins Oil as Primary for only Line 45 Blue DEF 330 Gallon Tote - \$12,936 Annually (estimated based on quantities)
 - o Intended Award to Watkins Oil as Secondary for All Other Line Items

Dept/Office:

Central Services / Purchasing Services

Requested Action:

It is requested that the Board of County Commissioners, after considering the protest from Watkins Oil:

1. Accept the recommendation to make award of Brevard County Petroleum Products - Lube Oil to Seaboard Distribution as the primary vendor for all line items except line 45, Blue DEF 330 Gallon Tote, which would be awarded to Watkins Oil as Primary with Watkins Oil being awarded all other line items as Secondary Vendor; or
2. Recommendation of rejection of all bids received and re-advertisement by Purchasing Services; or
3. Provide other direction to award, as determined acceptable by the Board.

Summary Explanation and Background:

On October 8, 2020, Purchasing Services advertised Invitation to Bid B-5-21-11: Petroleum Products - Lube Oil to solicit bids for the procurement of petroleum, oil, and lubricants to be delivered to Central Fleet, Solid Waste, Mosquito Control and Road & Bridge locations on a monthly basis along a service route and on an as requested basis. This action was approved by the Board on August 4, 2020 via approval of the Fiscal Year 2021 Permission to Issue Annual Supply, Bids, Quotes and Proposal Listing included in Board Agenda Item F.14.

On December 4, 2020, Purchasing Services opened the five (5) responses received and posted a bid tabulation indicating submissions were under review. Bids were received from Seaboard Distribution of Lakeland, FL; Watkins Oil of Titusville, FL; Lubrication Engineers, Inc. of Fort Worth, Texas. Statements of no bid were received from Gate Fuel Services, Inc. of Jacksonville, FL and Driveways, Inc. of Titusville, FL.

On December 21, 2020, Purchasing Services posted a bid tabulation indicating notice of intended award of all items (51 total line items) to Seaboard Distribution as Primary vendor for this service, and Watkins Oil as Secondary vendor for this service. It should be noted that Watkins Oil is the current vendor of this service.

This decision was made after Purchasing Services met extensively with user departments to review product specifications and conduct line item analysis. Seaboard Distribution's bid submission of house brand and topline brand oils compared to Watkins Oil's submission of same were found to be lower in price by an estimated annual amount of \$35,776.20. Lubrication Engineer's pricing was substantially higher than both Seaboard Distribution and Watkins Oil on all items. Lubrication Engineers was not recommended award of any items.

On December 30, 2020, Purchasing Services received via email from Watkins Oil a timely notice of protest in accordance with Board Policy, BCC-25 Procurement. Watkins indicated five (5) areas of dispute regarding the intended award of B-5-21-11. A copy of Watkins Oil Protest Letter is attached to this Agenda Item. The five (5) main points of Watkins Oil protest were:

1. Seaboard Distribution did not properly label the price sheet, as requested.
2. Seaboard Distribution did not provide two separate price sheets as requested.
3. Watkins "House Brand" products were not approved, yet they are the same "House Brand" products submitted by Seaboard Distribution.
4. Only two (2) "House Brand" items were submitted for two (2) types of oil, and if those are mixed with Premium Brands, vehicle manufacturer warranties would be void.
5. The County's estimated quantity on Line Item 45, Blue DEF 330 Gallon Tote was significantly underestimated based on previous years quantities, and as such, award of this line item to Watkins Oil could potentially save the County approximately \$13,000 per year, for a total of \$65,000 over a period of five (5) years, should this contract be renewed for the additional four (4) terms, each one (1) year in length.

On January 5, 2021, Purchasing Services responded to Watkins Oil via email with an itemized response addressing each of Watkins Oil concerns. A copy of the County's Response Letter is attached to this Agenda Item. A brief synopsis of the County's responses are as follows:

1. The price sheet, as submitted, by Seaboard Distribution, while not titled correctly, clearly identified Brands of product, which is easily interpreted by staff as either House Brand or Premium Brand.
2. The County maintains the right to accept bids with administrative errors (errors that do not materially affect price), via the terms and conditions included in the Invitation to Bid solicitation. While it was requested that bidders submit two separate price sheets, the County was able to do a thorough Price Analysis with the spreadsheet provided by Seaboard Distribution.
3. The County agreed with Watkins Oil that the House Brands submitted by Watkins Oil were the same as those submitted by Seaboard Distribution and as such, would amend the Notice of Award to state that these House Brands are approved as acceptable by the County.
4. There was no requirement in the bid that potential vendors price all line items. County Staff that will utilize this contract are familiar with Manufacturer warranties and this was a non-issue relative to the intended award of this service to Seaboard Distribution.

5. The County acknowledged that Watkins Oil submitted a lower price on this line item, however, an overall annual cost analysis showed that awarding of all line items to a Seaboard would still be cost effective to the County. The discrepancy with the estimated quantities was noted.

The letter requested that Watkins Oil consider the responses provided by the County and provided Watkins Oil the opportunity to either withdraw their protest or request the formal protest be heard before a protest committee, in accordance with Policy. Watkins Oil responded that they did not accept the County's initial response and as such, would like the protest to be heard by a protest committee.

On January 12, 2021, a formal Protest Committee was appointed by the County Manager and convened in accordance with Policy to review the protest received by Watkins Oil. The appointed committee consisted of Jim Liesenfelt, Assistant County Manager; Gerard Visco, Human Resources Director; and Ian Golden, Housing & Human Services Director. A public meeting notice was posted on January 7, 2021 prior to the meeting. Gerard Visco was appointed the Chair of the Committee via a motion made by Ian Golden and seconded by Jim Liesenfelt. Watkins Oil attended the meeting and discussion was held by the committee in their review as well as discussion with Watkins Oil regarding their concerns.

The purpose of the Protest Committee is to determine if procurement policy was followed during the solicitation period. Central Services and the County Attorney's Office were in attendance during the protest committee. The committee heard each concern Watkins Oil had with the procurement of Petroleum Products - Lube Oil and agreed that policy was followed and that the protest was not substantiated. After reviewing the complaints made by Watkins Oil, discussing the issues with Watkins during the committee and the responses (both written and verbal) provided by Purchasing Services; Ian Golden made a motion to accept the recommendation from Purchasing Services to Award all line items to Seaboard Distribution as the Primary Vendor and award all line items to Watkins Oil as the secondary vendor. This motion was seconded by Jim Liesenfelt and passed unanimously.

Before the conclusion of the committee, Watkins Oil was asked to formally notify the Central Services Director within 48 hours whether or not they accept the outcome of the protest committee. Policy states:

"In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Central Services Director will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioner via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy."

On January 13, 2021, Watkins Oil advised via email to Purchasing Services that they did not accept the Protest Committee's decision and wished to appear before the Brevard County Board of County Commissioners to seek a final means of remedy in requesting a revision of intended award for B-5-21-11: Petroleum Products - Lube Oil.

On January 13, 2021, the County Manager directed Purchasing Services to revise the intended award of this Invitation to Bid, awarding Watkins Oil as the primary vendor of Line Item 45, Blue DEF 330 gallon tote and

secondary vendor of all line items and award Seaboard Distribution as the primary vendor for all line items except line 45, with Seaboard being awarded as the secondary vendor of line item 45, Blue DEF 330 Gallon Tote.

Clerk to the Board Instructions:

None



January 27, 2021

M E M O R A N D U M

TO: Steven Darling, Central Services Director

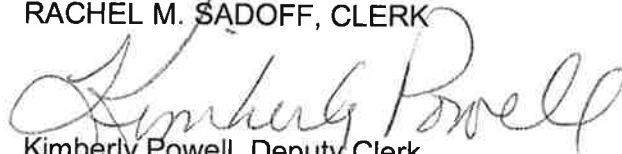
RE: Item J.4., Recommended Award of B-5-21-11: Petroleum Products – Lube Oil – Protest Received from Watkins Oil

The Board of County Commissioners, in regular session on January 26, 2021, approved a revised bid tabulation, followed by a revised notice of award that includes awarding Watkins Oil as Primary for Line Item Nos. 11, 12, 24, 34, 40, 42, 43, 45, 47, 48, 49, and 50 of the Petroleum Products – Lube Oil, and all other Line Item Nos. as Secondary.

Your continued cooperation is greatly appreciated.


Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK


Kimberly Powell, Deputy Clerk

/ds

cc: Finance
Budget

SUBMIT SEALED BID TO: BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940				INVITATION TO BID Bid Acknowledgment	
PROCUREMENT ANALYST: Heather K. Beaudry heather.beaudry@brevardfl.gov		(321) 617-7390 Ext. 5-9335		AN EQUAL OPPORTUNITY EMPLOYER	
BID SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or at the Onvia DemandStar® website and VendorLink					
RELEASE DATE: October 8, 2020		BID TITLE: Petroleum Products – Lube Oil		BID NUMBER: B-5-21-11	
PRE-BID DATE, TIME, AND LOCATION: N/A				<input type="checkbox"/> Mandatory <input type="checkbox"/> Non-Mandatory	
BID OPENING DATE AND TIME: October 30, 2020 at 10:30 am					
BIDS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED					

▼ CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM ▼

LEGAL NAME OF CONTRACTOR AND BUSINESS ADDRESS: 		FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN): 	
TELEPHONE NUMBER/TOLL-FREE NUMBER: ()		If returning as a "no bid," state reason:	
I certify that this bid is made without prior understanding, agreement, or connections with any corporation, firm or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the Contractor. In submitting a bid to the County of Brevard, the Contractor offers and agrees that if the bid is accepted, the Contractor will convey, sell, assign, or transfer to the County of Brevard all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the County of Brevard. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Contractor.		The Contractor acknowledges that information provided in this ITB is true and correct. <div style="text-align: center;"> X </div> <div style="display: flex; justify-content: space-between;"> <div> AUTHORIZED SIGNATURE (MANUAL) NAME (PRINTED) TITLE </div> <div> DATE </div> </div>	

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR BID

Sworn to and subscribed before me this _____ day of _____ 20____.		(AFFIX SEAL or STAMP)
Personally known: <input type="checkbox"/>		
Or produced identification: <input type="checkbox"/> Type of ID: _____		
SIGNATURE OF NOTARY PUBLIC _____ STATE _____		
NAME OF NOTARY PUBLIC (PRINTED) _____		
My commission expires: _____		

BOND DATA

CONTRACTOR MUST PROVIDE:		AMOUNT:	
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	BID BOND	_____
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	PERFORMANCE BOND	_____
Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	LABOR, MATERIAL, PERFORMANCE BOND	_____
In cases where the amount of a surety bond exceeds \$500,000, the surety company must have an A.M. Best's rating as specified in this document, and depending on the amount of the bond, shall have a minimum A.M. Best's financial size category (FSC) ranking as follows:			
BOND AMOUNT UP TO: \$ 1,000,000 \$ 2,000,000 \$ 5,000,000 \$ 10,000,000	FINANCIAL CLASS I II III IV	BOND AMOUNT UP TO: \$ 25,000,000 \$ 50,000,000 \$ 100,000,000	FINANCIAL CLASS V VI VII
Bonds must be issued by a surety company who complies with the requirements of § 287.0935, Fla. Stat.			
PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.			
ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.			

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**
 - a. **COUNTY** - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.
 - b. **CONTRACTOR** - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions and quotations of the bid.
 - c. **USING AGENCY** - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.
 - d. **HEAVY DUTY** - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.
 - e. **QUALIFIED CONTRACTOR** - The best Contractor who has the capability in all respects to fully perform the bid requirements, and has the financial stability, honesty, integrity, skill, business judgment, experience, facilities, and reliability necessary to assure good faith performance of the contract, as determined by reference to the Contractor's Qualification Statement, evaluations by County staff of the Contractor or its subcontractors' past performance for the Board, and any other information required by Board policies.
 - f. **RESPONSIVE CONTRACTOR** - A Contractor who has submitted a bid, which conforms in all respects to the requirements of the bid package, including, but not limited to, submission of the bid on required forms with all required information, signatures, and notarizations at the place and time specified.
 - g. **DUE CAUSE** - An applicable reason affecting and concerning the ability and fitness of the contractor(s) to perform to the specifications and requirements of the contract.
2. **SUBMISSION OF BIDS:** All bids shall be submitted in a sealed envelope. The bid number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said bid to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any bids received in Purchasing after the specified date and time will not be accepted.
3. **EXECUTION OF BID:** Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Contractor to any bid entry must be initialed. The company name and Federal Employer Identification Number (FEID) number shall appear in the space(s) provided.
4. **BID OPENING:** Bid opening shall be public on the date and time specified. Sealed bids received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1) (b) 2, the names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Bid must be submitted on forms provided by the County. No other forms will be accepted. Fax, telephone, emailed, or verbal Bids are not acceptable and will not be considered. No bid may be modified after opening. No bid may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.
5. **BID TABULATIONS:** Bid tabulations are posted to the [demandstar](#) and [VendorLink](#) websites.
6. **CLARIFICATION/CORRECTION OF BID ENTRY:** The County reserves the right to allow for the clarification of questionable entries and for the correction of OBVIOUS MISTAKES.
7. **INTERPRETATION:** No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite 303 Viera, FL 32940, or emailed to the attention of the applicable Procurement Analyst. To be given consideration, such requests must be received at least five (5) business days prior to the date fixed for the opening of the bid. Any and all such interpretation and supplemental instructions will be in the form of a written addendum. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their bid.
8. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.
9. **PRICING:** Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges, fuel surcharges and delivery, unless otherwise indicated, to any point within the County to a secure area or inside delivery. All prices, costs, and conditions shall remain firm and valid for 90 days from the date of opening. The obligations of Brevard County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and/or the Brevard County Board of County Commissioners.
10. **ADDITIONAL TERMS & CONDITIONS:** The County of Brevard reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.
11. **TAXES:** The County of Brevard is exempt from Federal excise taxes and all sales taxes.
12. **DISCOUNTS:** All discounts, EXCEPT THOSE FOR PROMPT PAYMENT, shall be considered in determining the lowest net cost for bid evaluation purposes.
13. **MEETS SPECIFICATIONS:** All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship, and material. The Contractor represents that all equipment offered under these specifications shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to. The Contractor shall be responsible for performing the work necessary to meet County standards in a safe, neat, good, and workmanlike manner.
14. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Bids offering "equal" products will be considered for award if such products are clearly identified in the bid and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his bid that he is offering an "equal" product, the bid shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of bids and the determination as to equality of the product offered shall be the

responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the bid and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the bid, or prior to bid opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

15. **SILENCE OF SPECIFICATIONS:** The apparent silence of the specifications and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and only materials of first quality be provided. All interpretations of this specification shall be made upon the basis of this statement.
16. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this bid and the moneys, which may become due hereunder is not assignable except with the prior written approval of the Purchasing Manager.
17. **INDEMNIFICATION:** The successful Contractor agrees to indemnify and hold harmless the County and their employees from all claims, losses and expenses, including attorneys' fees, arising out of or resulting from the performance, failure in the performance of, or defect in, the products or services to be contracted, provided such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease, death, or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor or any of their employees, or arises from a job-related injury. The successful Contractor acknowledges adequate consideration for this indemnification provision.
18. **PATENTS AND ROYALTIES:** The Contractor, without exception shall indemnify and save harmless the County of Brevard and its employees from liability of any nature of kind including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County of Brevard. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any involved in the work.
19. **TRAINING:** If specified, supplier(s) may be required at the convenience of the County, to provide employees training in the operation and maintenance of any item(s) purchased from this bid.
20. **ACCEPTANCE:** Items may be tested for compliance with specification. Items delivered not conforming to specifications may be rejected and returned at Contractor's expense. Those items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Contractor. Any violations of these stipulations may also result in the Contractor name being removed from the bid list and the Contractor disqualified from doing business with the County.
21. **SAFETY WARRANTY:** The selling dealer, distributor, supplier, and manufacturer shall be responsible for having complied with all Federal, State and local standards, regulations, and laws concerning the equipment specified and the use thereof, applicable and effective on the date of manufacture including safety and environmental standards as apply to both private industry and governmental agencies.
22. **WARRANTY:** The Contractor agrees that, unless otherwise specified, the supplies and/or services furnished under this bid shall be covered by the most favorable commercial warranty the Contractor gives to any customer for comparable quantities of such supplies and/or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the County by any other provision of this bid.

23. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received. Contractors are cautioned to make no assumptions unless their bid has been evaluated as being responsive and qualified. All awards made as a result of this bid shall conform to applicable ordinances of the County. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded bid upon due cause—i.e., Contractor misrepresentation, Contractor negligence, non-performance, etc. via written notice.
24. **Unless otherwise noted in the bid document, Contractors shall submit one bid only.**
25. **CONFLICT OF INTEREST:** The award hereunder is subject to provisions of State of Florida Statutes and Brevard County Ordinances. All Contractors must disclose with their bid the name of any officer, director, or agent who is also an employee of Brevard County. Further, all Contractors must disclose the name of any County employee who owns, directly or indirectly, any interest in the Contractor's firm or any of its branches.
26. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor (s).
27. **DRUG-FREE WORKPLACE:** Whenever two or more bids, which are equal with respect to price, quality, and service, are received by Brevard County for the procurement of commodities or contractual services, a bid received from a business that has implemented a drug-free workplace program per 287.087, Fla. Stat. shall be given preference in the award process.
28. **LOBBYING STATEMENT:** All firms are hereby placed on notice the County Commission and staff shall not be contacted about this Bid. Firms and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Bid; and written correspondence concerning Bids may be submitted to the County Manager. Each Bid will have one non-voting staff member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.
29. **PUBLIC ENTITY CRIMES:** All Contractor are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently \$35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
30. **DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Bid for a contract to provide goods or services to a public entity, shall not submit a Bid on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Bids for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity per 287.134(3)(d), Fla. Stat.

31. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable.

32. **LICENSES, CERTIFICATIONS, AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

33. **ERRORS:** In the event of extension error(s), the unit price will prevail. In the event of addition error(s), the extended totals will prevail. In either case, the Contractor's total offer will be adjusted accordingly.
34. **CANCELLATION AND REINSURANCE:** If any insurance should be canceled or changed by the insurance expiring during the period of this bid award, the Contractor shall be responsible for securing other acceptable

insurance to provide the coverage specified in the bid to maintain continuous coverage during the life of the award.

35. **INCURRED COST:** Brevard County is not liable for any cost incurred by any Contractor prior to an award. Costs for developing a response to this request for bid are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.
36. **MATERIALS/SUPPLIES:** No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.
37. **SUBCONTRACTORS:** The Contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts and omissions of persons directly employed by him.
38. **VERBAL INSTRUCTIONS:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.
39. **LITIGATION VENUE:** All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida, or in the Federal Courts wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.
40. **ADDITION, DELETION, OR MODIFICATION OF SERVICES:** The County reserves the right at its sole discretion to increase, decrease, or delete any portion of this agreement/contract at any time without cause, and if such right is exercised by the County, the total fee shall be reduced by a prorate basis. If work has already been accomplished on the portion of the contract to be increased, decreased, or deleted, the contractor shall be paid for the correct portion on the basis of the estimated percentage agreed upon by the County, the contractor, and the contract manager upon completion of such portion.
41. **OPERATION DURING DISPUTE:** In the event the County has not canceled the contract in accordance with the terms of the contract, and there remains a dispute between the Contractor and the County, the Contractor agrees to continue to operate and perform under the terms of the contract while such dispute is pending. Further, the Contractor agrees that, in the event a suit is filed for injunction or other relief, it will continue to operate the system until the final adjudication of such suit by the court.
42. **CONTRACT TERMINATION:** The contract resulting from this bid shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.
43. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.
44. **CONTRACTOR RESPONSIBILITIES:** Contractors, by submitting a bid, certify that it understands all planning, coordinating, and implementation

of the described services shall be done through personal contact between the Contractor and the contract manager, and that telephone contact and mail correspondence may, in some cases, not be appropriate. County approved representatives of the Contractor shall be available to meet with the contract manager, as may be required, to accomplish the County's objectives as effectively and efficiently as possible, during all phases of this agreement/contract/bid.

45. **SUPERVISION OF CONTRACT PERFORMANCE:** The Contractor's performance of the contract will be notified by the contract manager. The Contractor shall be notified of lack of performance in writing by the contract manager. If at any time during the term of the contract, performance satisfactory to the contract manager shall not have been made, the Contractor, upon written notification by the contract manager, shall within three (3) days increase the force, tools and equipment as needed to properly perform the contract. The failure of the contract manager to file such notification shall not relieve the Contractor of the obligation to perform the work at the time and in the manner specified by the contract. If the Contractor does not increase the force or neglects to do the work properly, the contract manager can withhold a percentage of payment or withhold the entire dollar amount due as per the contract.
46. **MISUNDERSTANDING:** To prevent misunderstanding and any litigation, the contract manager shall decide any and all questions, which may arise concerning the quality and acceptability of the work, and services performed the sufficiency of performance, the interpretation of the provisions of the contract, and the acceptable fulfillment of the contract on the part of the Contractor. The Contract Manager will determine whether or not the amount, quantity, character and quality of the work performed are satisfactory, which determination shall be final, conclusive and binding upon both the Contractor and the County. The contract manager shall make such explanation as may be necessary to complete, explain, or make definite the provisions of the contract, and his findings and conclusions shall be final and binding upon both parties.
47. **GREEN PROCUREMENT POLICY:** The Board of County Commissioners approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.
48. **MONITORING OF WORK:** The Contractor shall provide the contract manager with every reasonable opportunity to ascertain whether or not the work, as performed, is in accordance with the requirements of the contract. The Contractor shall designate, in writing, a person to serve as liaison between the Contractor and the County.
49. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this bid will be subject to Billing Instructions and Conditions on the back of the Brevard County Purchase Order form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

50. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office, and shall be retained by the contractor for a period of five (5) years after termination of this Agreement—unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

51. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.

52. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Fla. Stat. and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractor's obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Chapter 119, Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITB. Selection or rejection of any bid does not affect this right.

53. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with 287.082, Fla. Stat., whenever two or more competitive sealed bids are received, one or more of which relates to commodities manufactured, grown, or produced within this State, and whenever all things stated in such received bids are equal with

respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.

54. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of 165.043, Fla. Stat. punishable as a misdemeanor.

55. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-Free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

- a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-Free Workplace as defined within 287.087, Fla. Stat.;
- b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

56. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

a. **POSTING OF AWARD NOTICES**

FORMAL SEALED BIDS: No later than three business days after a bid opening the Purchasing Manager or his/her designee shall post a tabulation of competitive sealed bids to the [DemandStar](#) and [VendorLink](#) websites. The apparent responsive low contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

b. **PROCEEDINGS**

Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a non-voting Hearing Coordinator and the County Attorney or designee may be requested to attend as a non-voting member. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

57. **Federal Emergency Management Agency (FEMA) Contract Requirements:**

During a hurricane, civil disturbance, or other County declared emergency, the Contractor will be required to begin response within one hour after notification and be on site no later than two hours after notification unless due to circumstances beyond control of the Contractor (roadway damage, etc.). Cost of the service will be at the non-standard working hours. If State of Florida declares a State of Emergency, Contractor agrees to the terms outlined in the Federal Emergency Management Agency (FEMA) Contract Requirements (Attachment A).

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) CONTRACT REQUIREMENTS
Attachment A

During the performance of this contract, the Consultant agrees as follows:

1. The consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The consultant agrees to post in conspicuous places, available to all employees and applicants for employment, notices to be provided setting forth the provisions of this non- discrimination clause.
2. The consultant will, in all solicitations or advertisements for employees placed by or on behalf of the consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
3. The consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or worker's representatives of the consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
5. The consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the consultant's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided bylaw.
7. The consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the consultant may request the United States to enter into such litigation to protect the interests of the United States."
8. **Clean Air Act and the Federal Water Pollution Control Act:** (For all contracts in excess of \$150,000)

Clean Air Act –
 - i. The consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - ii. The consultant agrees to report each violation to the Brevard County Facilities Department and

- understands that the Brevard County Facilities Department will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional office.
- iii. The consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act -

- i. The consultant agrees to comply with applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- ii. The consultant agrees to report each violation to the Brevard County Facilities Department and understands and agrees that the Brevard County Facilities Department will, in turn, report each violation to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

9. Suspension and Debarment:

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the consultant is required to verify that none of the consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- ii. The consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- iii. This certification is a material representation of fact relied upon by Brevard County Facilities Department. If it is later determined that the consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Federal Emergency Management Agency and Brevard County Facilities Department, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. . § 1352 (as amended):

Consultants who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee or a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

11. Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The Consultant certifies, to the best of his or her knowledge, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and

cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

12. **Procurement of Recovered Materials:**

In the performance of this contract, the consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines website at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

13. **Additional FEMA Requirements:**

A. **Access to Records:**

- i. The consultant agrees to provide Brevard County Facilities Department, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers and records of the consultant which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- ii. The consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The consultant agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

B. **DHS (Department of Homeland Security) Seal, Logo and Flags:**

The consultant shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

C. **Compliance with Federal Law, Regulations and Executive Orders:**

The consultant acknowledges that FEMA financial assistance will be used to fund the contract only. The consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures and directives.

D. **No Obligation by Federal Government:**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

E. **Fraud and False or Fraudulent or Related Acts:**

The consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the consultant's actions pertaining to this contract.

**Petroleum Products – Lube Oil
B-5-21-11
CONTRACTOR'S CHECKLIST**

The items indicated are required for submission with your bid. Failure to submit any items indicated as required may result in rejection of the bid. Offers to provide required items after the date and time designated for the receipt of bid will not be considered.

- ☐ Signed/Notarized Bid Invitation, including Electronic Copy on CD or USB drive
- ☐ Completed and Signed Price Sheet (Attachment B), to include Insurance Indemnification Acknowledgement
- ☐ Price Sheet completed and saved in Excel file format (.xlsx) and submitted on CD or USB flash drive
- ☐ Complete product information (or web link) – including technical and descriptive literature
- ☐ Confirmation of Drug Free Workplace Form
- ☐ Reference Form with minimum three (3) and maximum five (5) references listed
- ☐ Contractor Affidavit Regarding Scrutinized Company List
- ☐ Written proof that the 15W-40 oil meets or exceeds the specifications of Shell Rotella T 15W-40
- ☐ Written proof that the 5w-40 oil meets or exceeds the specifications of Motorcraft Full Synthetic 5W-40

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the bid response.

Attachment A: Federal Emergency Management Agency (FEMA) Contract Requirements
Attachment B: Excel Price Sheet

**Petroleum Products – Lube Oil
B-5-21-11
SPECIAL CONDITIONS**

1. PURPOSE

Brevard County Purchasing Services is soliciting annual bids for the purchase of Petroleum, Oil, and Lubricants to be delivered on a monthly basis along the service route; and on an as requested basis.

CONTRACT PERIOD: The terms of this agreement shall be effective for two (2) years from the date of award (estimated to be January 1, 2020). The agreement may be extended by mutual agreement, for an additional three (3) one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.

2. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this bid, contact Heather Beaudry, Procurement Analyst, Purchasing Services at 321-617-7390 or by email at heather.beaudry@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted online at [DemandStar®](#) and [VendorLink](#). The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a bid to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their bid, of any ambiguity, inconsistency or error, which they may discover upon examination of the bid documents. No interpretation of the meaning of specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-bid statements in completing the bid. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or emailed to the attention of Heather Beaudry at heather.beaudry@brevardfl.gov. To be given consideration, such requests must be received in writing **no later than close of business on October 19, 2020 by close of business**.

3. RECEIVING OF BIDS

Bids must be received by Brevard County Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite C303, Viera, FL 32940 **no later than October 30, 2020 at 10:30am**. Bids must be submitted on County format to be considered. **The official time clock will be the date and time stamp clock located in the Purchasing Office.**

**Electronic bid filing is now available on VendorLink at www.myvendorlink.com .
Electronic bidding is preferred; however hard copy bids will still be received.**

If submitting hard copies, bids shall be submitted in one original and should be accompanied by an equivalent electronic PDF file on USB flash drive or compact disc. Electronic Price Sheet must be completed electronically in Excel spreadsheet. Electronically completed spreadsheet should be saved on USB flash drive or compact disc (CD) in native Excel file format. Contractors must also print out a hardcopy of the completed Price Sheet, sign where indicated, and submit with the bid. **DO NOT MODIFY OR REISSUE THE PRICE SHEET; USE THE PRICE SHEET FORM PROVIDED.**

Note* Please ensure that if you use a third party carrier (DHL Express, FedEx, UPS, USPS, etc.) that they are properly instructed to deliver your bid only to Purchasing Services on the third (3rd) floor at the above address. **Contractors are advised that U.S. Postal Service 1st Class**

and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk. To be considered, a bid must be accepted in Purchasing Services no later than the ITB closing date and time. If the bid is delivered anywhere else, it may not reach Purchasing Services in time.

4. **PRE-BID MEETING:**

A pre-bid meeting/walk through shall be held on October 15, 2020, located at the Brevard County Government Center, 2725 Judge Fran Jamieson Way, Viera, FL 32940, in the Florida Room located in Building C, 3rd floor. Interested Contractors are highly encouraged to attend this meeting.

☐ **Mandatory** ☒ **Non-Mandatory**

5. **METHOD OF AWARD (MOA):**

The purpose of this bid is to establish prices for normal monthly requirements of petroleum products. As the best interest of the County may require, the right is to make award(s) by individual item, group of items, all or none, or a combination thereof. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the Brevard County.

Further, the County has a right to award on a geographical basis for establishing cost savings by dividing into two (2) geographic zones. The right is reserved to make award in each specified zone or as a whole, and to award to a multiple of firms in each zone based on. A bidder may bid either one or both zones, in part or in whole.

Zone 1 – Northern Sector: All areas within Brevard County north of State Road 528 (Martin Andersen Beachline Expressway) to the northern boundary of Brevard County extending the width of the County.

Zone 2 – Southern Sector: All areas within Brevard County south of State Road 528 (Martin Andersen Beachline Expressway) to the southern boundary of Brevard County extending the width of the County.

Petroleum Products – Lube Oil
B-5-21-11
SCOPE OF SERVICES

1. GENERAL:

- 1.01 Complete product information—including technical and descriptive literature—shall be submitted with the bid (or a web-link provided). The information submitted shall be sufficiently detailed to indicate that the items bid meet or exceed specifications. However, the successful bidder shall have the sole responsibility of ensuring that items furnished are in accordance with the specifications.
- 1.02 Sufficient time will be allowed for the awarded vendor to acquire adequate stock to perform on the agreement after the award is made; however, the allowable time may not exceed fifteen (15) days from effective date of agreement. All bidders are cautioned to obtain factory commitments to fulfill orders placed up to and including the final day of the agreement period.
- 1.03 Brevard County does not guarantee any dollar amounts to be purchased from any supplier.
- 1.04 Prices must be per the unit specified to be considered.
- 1.05 All containers shall be clearly marked with SAE weight, type, vendor name (in addition to brand name), API, or MIL-SPEC, etc.
- 1.06 Product codes for each item quoted must be included on price sheet in designated column. This will be the product provided to the County throughout the duration of the contract. No substitutions will be permitted without prior written approval from the County.
- 1.07 Brevard County invoices shall be submitted to individual County departments for materials ordered under this contract. Invoices shall indicate applicable purchase order number and complete delivery location.
- 1.08 The successful vendor shall, when requested, promptly provide, at no cost to the County, qualified technical personnel at job site to assist in solving any problems resulting from use of vendor's products.
- 1.09 The awarded bidder(s) Awarded bidder shall supply complete specifications for the product(s) awarded, including Material Safety Data Sheets (MSDS), prior to first deliver or upon request during the contract term.

2. DELIVERY:

- 2.01 The prices must be F.O.B. Destination, freight prepaid and allowed, and unloaded at receiving personnel's direction. Delivery time will be within twenty-four (24) and seventy-two (72) hours after receipt of order. The successful vendor will pick up empty drums. Since there are no core charges for drums, no credit will be issued for empty drums. These pickups will be not less than once each month during the agreement period. Upon pickup, driver will provide the County representative with a signed and dated receipt indicating the number of empty drums received. (Driver must note on receipt slip damaged drums.) Within two (2) weeks of termination of contract, and at Brevard County's option, vendor may be required to pick up and issue credit for untapped drums. Within thirty (30) days of termination of contract, vendor will pick up all empty drums. Failure to do so may result in vendor's removal from the active County bid list.
- 2.02 Deliveries will be made to the following locations and times for the duration of this agreement:

- **Brevard County Central Fleet**

Vehicle Maintenance Shop
4694 N Wickham Rd.

➤ *Deliveries to be made Monday—Friday between the hours of 7:30AM – 3:30PM.*

- **Solid Waste Fleet Maintenance – Central Disposal Facility**

Vehicle Maintenance Shop
2250 Adamson Road, Cocoa

➤ *Deliveries to be made Monday—Friday between the hours of 8:00AM – 5:00PM.*

- **Mosquito Control – North**

Vehicle Maintenance Shop
800 Perimeter Road, Titusville

➤ *Deliveries to be made Monday—Friday between the hours of 8:30AM – 3:00PM.*

- **Mosquito Control – South**

Vehicle Maintenance Shop
3 Pilots Way, Valkaria

➤ *Deliveries to be made Monday—Friday between the hours of 8:30AM – 3:30PM.*

- **Brevard County Fire Rescue**

Fleet Services
351 Wenner Way, Cocoa

➤ *Deliveries to be made Monday—Friday between the hours of 7:30AM – 3:00PM.*

- **Road & Bridge – North Area Maintenance**

Vehicle Maintenance Shop
2675 Flake Road, Titusville

➤ *Deliveries to be made Monday—Friday between the hours of 8:00AM – 4:30PM.*

- **Road & Bridge – Central Area Maintenance**

555 Cone Road, Merritt Island

➤ *Deliveries to be made Monday—Friday between the hours of 8:00AM – 4:30PM.*

- **Road & Bridge – South Area Maintenance**

Vehicle Maintenance Shop
4690 N. Wickham Rd., Melbourne

➤ *Deliveries to be made Monday—Friday between the hours of 7:30AM – 12:00PM and 1:00PM – 3:30PM.*

2.03 Other locations may be added with written notice from the County at its sole discretion. No deliveries shall be made on holidays. The Board of County Commissioners has approved the following holiday schedule:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving (except Solid Waste)
- Christmas Eve
- Christmas Day

- 2.04 Delivery shall be made to the County with no minimum order restrictions. Brevard County will not pay any shipping or handling charges.
- 2.05 Estimated quantities shown are approximate for Brevard County. They are not to be interpreted as restrictive minimum or maximum quantities to which bid prices will apply.
- 2.06 The intent of this bid is to provide a source of supply for Brevard County and all governmental entities within Brevard County. This bid may be expanded to include other governmental agencies. Each political entity will be responsible for executing its own paperwork, expediting vendor's contracts, etc.
- 2.07 The successful vendor will promptly notify the department and properly clean any spillage of product while filling bulk oil tanks or delivery of drums or pails. The vendor will remove contaminated items from the premises and properly dispose of.

Petroleum Products – Lube Oil
B-5-21-11
SPECIFICATIONS

1. PRODUCTS AND APPLICABLE MINIMUM SPECIFICATIONS:

- 1.01 Products must meet all major automotive and heavy-duty original equipment manufacturer (OEM) specifications (e.g., Ford, GM, Chrysler, Caterpillar, Cummins, Detroit Diesel-Allison, Mack Truck, etc.) and all four cycle and two cycle diesel engines. All products shall be the manufacturer's top line or primary line products. No second line products or house brands will be accepted unless pre-approved by County fleet departments.
- 1.02 Re-refined lubricants are not permitted under this contract. Products shall meet or exceed the quality of the products furnished by the OEM. However, if the original manufacturer has updated the quality of the products for current production, products supplied under this contract shall equal or exceed the updated quality. Failure to provide items of such quality will be cause for rejection and/or return of said item.
- 1.03 H.D. MOTOR OIL: Engine oil must be a multi-grade SAE 15W-40 product that meets or exceeds API CK-4 category.
- 1.03.1 Engine oil shall be suitable for use in the internal combustion engines of vehicle operated under less than favorable or severe types of conditions. Must meet Ford ESE-M2C153E, General Motors 6094-M, Chrysler MS6395G, API CC CD-SD-SE, SH, SJ, MIL-L-46152D, and HIL-L-2104E.
- 1.04 CHASSIS GREASE: Must be your premium line Molybdenum-based.
- 1.05 AUTOMATIC TRANSMISSION OIL: ATF must meet Ford's M-2C166H requirements. DEXRON must meet General Motors latest DEXRON III/Mercon requirements.
- 1.06 UNIVERSAL GEAR LUBE EP: Must meet MIL-L-2105-B and MIL-L-2105-D for a Mack Truck GO-G.
- 1.07 HYDRAULIC OIL: Must be a premium line ISO AW32.
- 1.08 ANTIFREEZE: Antifreeze should be suitable for all heavy-duty engines.
- 1.09 DIESEL EXHAUST FLUID (DEF): Solution made with 32.5% urea and 67.5% deionized water.

2. EQUIPMENT:

- 2.01 It will be the obligation of the awarded vendor to furnish the following equipment at no charge to the listed County locations:
- Two (2) 550 Gallon Tank
 - Six (6) 275 Gallon Tank
 - Three (3) Hose Reels
 - One (1) 4-1 Oil Pump (Central Fleet)
 - Five (5) Metered Nozzles
 - Six (6) 3:1 Oil Pump, Air Operated

Fire Rescue – 2 pumps, 2 nozzles, 2 tanks (275 gallons), 2 metered nozzles Central Fleet – 1 tank (550 gallons), 1 hose reel, 1 pump, 1 metered nozzle Sheriff's Garage – 2 tanks (275 gallons), 2 pumps, 2 reels, 2 nozzles Solid Waste Fleet – 3 tanks (330 gallons), 2 DEF fluid dispensing pumps

Petroleum Products – Lube Oil
B-5-21-11
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS

INDEMNIFICATION

The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS

The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a \$1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers' compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.

Petroleum Products – Lube Oil
B-5-21-11
CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a bid 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:

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

As the person authorized to sign the statement, I certify that this firm complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Business Name

B-5-21-11 / Petroleum Products – Lube Oil

Authorized Representative's Signature

Date

Name

Position

**Petroleum Products – Lube Oil
B-5-21-11
REFERENCE FORM**

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do not list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #2. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #3. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #4. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

Ref #5. Customer/Client: _____
Date of Services: _____
Description of Services: _____
Street Address: _____
City, State, ZIP Code: _____
Telephone #: _____ Fax #: _____
Contact Person: _____ Email: _____

CONTRACTOR NAME _____
ADDRESS _____
PRINTED SIGNATURE _____
AUTHORIZED SIGNATURE _____
TELEPHONE # _____ FAX# _____ DATE _____
EMAIL: _____

**Petroleum Products – Lube Oil
B-5-21-11**

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than \$1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts \$1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared

_____, who, being by me first duly sworn, made the following statement:

1. The Business address of _____ (name of Contractor) is _____.
2. My relationship to _____ (name of Contractor) is _____ (relationship such as sole proprietor, partner, president, vice president).
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence that a company is participating in a boycott of Israel.

The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.
5. _____ (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
6. _____ (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.
7. _____ (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____ day of _____, 20____.

Notary Public

My commission expires: _____

(AFFIX SEAL or STAMP)

**Petroleum Products – Lube Oil
B-5-21-11
STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement, please return this form to:

Brevard County Purchasing Services
2725 Judge Fran Jamieson Way, Bldg C, Suite 303
Viera, FL 32940

We the undersigned have declined to bid on your Bid No. B-5-21-11 for the following reason(s):

- ☐ Specifications too "restrictive," i.e., geared toward one brand or manufacturer only (*please specify below*)
- ☐ Insufficient time to respond to the Invitation to Bid
- ☐ We do not offer this commodity/service or equivalent
- ☐ Our product schedule would not permit us to perform
- ☐ Specifications unclear (*please specify below*)
- ☐ Unable to meet bond or insurance requirements
- ☐ Remove our company from Contractor database for this commodity/service
- ☐ Other (*please specify below*)

Remarks: _____

PLEASE PRINT COMPANY NAME _____

COMPANY ADDRESS _____

TELEPHONE NUMBER _____

PRINTED SIGNATURE _____

AUTHORIZED SIGNATURE _____

NOTE: Failure to submit either a Bid or a Statement of No Bid may be cause for removal from the Brevard County Purchasing Services Contractor database.

Petroleum Products – Lube Oil
B-5-21-11
DATE: October 08, 2020
Addendum 1

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 1 in the space provided on the Price Sheet. Bidders are required to acknowledge receipt of this addendum with their bid.

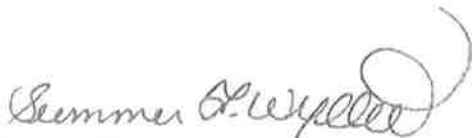
CLARIFICATION TO BIDDERS

The above captioned bid was inadvertently advertised in Florida Today and on page 12 of the Invitation and Specifications with a Pre-Bid meeting on October 15, 2020. **There will be no pre-bid meeting.**

Please note that the quote opening date and time remains October 30, 2020 at 10:30 am.

All other terms and conditions remain unchanged.

Sincerely,



Summer Wyllie
Procurement Supervisor

END OF ADDENDUM 1

**Petroleum Products – Lube Oil
B-5-21-11
October 28, 2020
Addendum 2**

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 2 in space provided on Price Sheet. Bidders are requested to acknowledge receipt of this addendum with their bid.


CLARIFICATION TO QUESTIONS ASKED RECEIVED:

Answers to questions will be forthcoming.

Please note that the bid opening date and time is changed to December 4, 2020 at 10:00 am.

All other terms and conditions remain unchanged.

Sincerely,



Summer Wyllie
Procurement Supervisor

cc: file
Multiple County Department

END OF ADDENDUM 2

Petroleum Products – Lube Oil

B-5-21-11

DATE: November 24, 2020

Addendum 3

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 3 in the space provided on the Price Sheet. Bidders are required to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO BIDDERS

Please note that in regards to the Equipment List on page 16, section 2, Solid Waste has the following tanks: 3 – 330 Gallon DEF Fluid Tans and 2 – DEF fluid dispensing pumps; at Cocoa Solid Waste we have 2 - 330 gallon DEF totes/tanks and one removable DEF pump; and at Melbourne Solid Waste we have 1 - 330 gallon tote/tank and one removable.

Central Fleet has: 2 - 300 gallon tanks, 2 hose reels, 2 pumps, and 2 metered nozzles.

Please see Attachment B – Excel Price Sheet referenced on page 10 of the Invitation and Specifications, Contractor's Checklist. Price Sheets are to be completed in Excel and a copy of the excel file is to be saved and submitted electronically or saved to a USB drive or CD with the bid submission. In addition, a copy of the price sheet needs to be printed out and signed in the space provided. **Please note Attachment B – Excel Price Sheet has been revised and updated to reflect the current items and quantities being advertised. Please note any unauthorized modification of the price sheet, aside from the editable fields, may result in a contractor being disqualified.**

QUESTIONS AND RESPONSES

Question 1: Regarding page 12 section 5 "Method of Award (MOA)." If "award will be made to the responsive and responsible bidder, quoting the lowest price" and a Contractor bids the lowest price on an item for delivery to all Departments regardless of department location, what other criteria will Brevard County use to determine which geographic zone to award an item to a Contractor?

Response 1: Awards will be made as in the best interest of the County. The County reserves the right to make award(s) by individual items, group of items, or none, or any combination thereof.

Question 2: How does Brevard County receive "cost savings" by dividing into two geographic zones since the winning Contractor will deliver the items awarded, regardless of Contractor's physical location?

- Response 2: The language on page 12 of the Invitation to Bid, "establishing cost savings by dividing into two (2) geographic zones is to be struck from the original invitation to bid. Please disregard references to zones.
- Question 3: Why does "Zone 1 - Northern Sector" only include one active location while "Zone 2 - Southern Sector" includes six active locations in the list in section 2.02 on page 14? (Mosquito Control North has not consistently purchase items on the price sheet for several years.)
- Response 3: The language on page 12 of the Invitation to Bid, "establishing cost savings by dividing into two (2) geographic zones is to be struck from the original invitation to bid. Please disregard references to zones.
- Question 4: If Brevard County is comparing bidder prices to determine zone awards, how should a Contractor enter prices on the price sheet for the two "zones" since only one column is provided for unit price?
- Response 4: The language on page 12 of the Invitation to Bid, "establishing cost savings by dividing into two (2) geographic zones is to be struck from the original invitation to bid. Please disregard references to zones.
- Question 5: Regarding page 16 section 1.01, please provide a list of all "second line or house brand" products that have been pre-approved by County fleet departments?
- Response 5: House brands would be considered on a case by case basis and would require full documentation, submitted with bid proposal, stating they meet all major automotive and heavy-duty original equipment manufacturer (OEM) specifications (e.g., Ford, GM, Chrysler, Caterpillar, Cummins, Detroit Diesel-Allison, Mack Truck, etc.) and all four cycle and two cycle diesel engines. Please note Contractor's Checklist, page 10 of the Invitation to Bid, item #4 "Complete product information (or web link) including technical and descriptive literature."
- Question 6: If "second line or house brands" are allowed in addition to "manufacturer's top line or primary line," how should Contractors provide unit prices for both since only one bid is allowed.
- Response 6: If a Contractor decides to submit a house brand for review and approval, please complete two separate price sheets. Clearly label one price sheet "Second Line or House Brand" and the second price sheet "Manufacturer's Top Line or Primary Line." These price sheets are still to be completed in Excel and a digital file is to be uploaded if submitting electronically on Vendorlink or with the bid submission saved on a USB drive or CD. If the house brand is approved, the Second Line or House Brand price sheet will be used for evaluating bid pricing.
- Question 7: If Contractor A bids a "manufacturer's top line primary" item in keeping with Bid requirements, and Contractor B bids a "second line or house brand" item

at a lower price, what criteria besides department pre-approvals will be used to determine which contractor is awarded the item since second line/house brands are generally less expensive?

- Response 7: If a "second line or house brand" item is determined to be of equivalent specifications to a Name Brand or Top Line Brand; then price will be the basis of evaluation. However, the County reserves the right to make award(s) by individual items, group of items, or none, or any combination thereof.
- Question 8: Line item #37 (previously #31) [Synthetic Gear Oil (Lube), 85W-140] requests Synthetic 85W140 but 85W140 is not made in synthetic. Should this be 80W140 instead which is a synthetic product?
- Response 8: 75W-140 is Full Synthetic
- Question 9: Line item #42 and 43 (previously #36 and 37) [36 Marson Lipler ET Moly 2% NLG1 – 120 LB Drum & 37 – Marson Lipler ET Moly 2% NLG1 #2 – 400 LB Drum] state 2% Moly but County Departments have required 5% moly in the past. Please confirm if Departments want 2% or 5% Moly grease?
- Response 9: Departments want 2% Moly grease.
- Question 10: Since the contract period is now two years instead of one, will Brevard County consider adding a Price Escalation/Descalation Clause as a fair and equitable way to protect both the County and the Contractor in the event a manufacturer issues a price increase or price decrease during the two-year term?
- Response 10: Contract term will be one (1) year, the agreement may be extended by mutual agreement, for an additional three (4) one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement.
- Question 11: Item 4 on the price sheet appears to be a duplicate of item 5 or 6, since 5W20 oil is only offered as Full Synthetic and Synthetic Blend now. Please clarify item 4.
- Response 11: Line Item #4 on the price sheet has been removed.
- Question 12: The reason I am reaching out today is to inquire as to what the process is for submitting lines of oil to be approved for bid? We are able to provide any information you all need to evaluate our product and are confident it will meet the standards it is graded on."
- Response 12: House brands will be considered on a case by case basis and require full documentation, submitted with bid proposal, stating they meet all major automotive and heavy-duty original equipment manufacturer (OEM) specifications (e.g., Ford, GM, Chrysler, Caterpillar, Cummins, Detroit Diesel-

Allison, Mack Truck, etc.) and all four cycle and two cycle diesel engines. Please note Contractor's Checklist, page 10 of the Invitation to Bid, item #4 "Complete product information (or web link) including technical and descriptive literature."

Question 13: On the Petroleum products Bid B-5-21-11 can we change the unit of measure presented there to the one we can offer?

Response 13: No, please do not modify the price sheet. Please complete the price sheet in Excel as provided. The price sheet is locked and only allows entries into the Unit Price, Brand/manufacturer, and Product Code Fields may be edited. Please note any unauthorized modification of the price sheet, aside from the editable fields, may result in a contractor being disqualified.

Please note that the quote opening date and time is remains December 4, 2020 at 10:00 am.

All other terms and conditions remain unchanged. The question and answer period is now closed. Any further questions may not be reviewed and answered.

Sincerely,



Steven A. Darling, Jr.
Central Services Director

cc: File

Multiple County Department

END OF ADDENDUM 3

Petroleum Products – Lube Oil
B-5-21-11
DATE: December 1, 2020
Addendum 4

TO ALL PROSPECTIVE BIDDERS

This is an Addendum to and shall be considered as part of the original bid package for the above-mentioned bid. Please acknowledge receipt of Addendum 4 in the space provided on the Price Sheet. Bidders are required to acknowledge receipt of this addendum with their bid.

CLARIFICATION TO BIDDERS

Please note that in regards to Addendum 3, question #10, the Contract term was erroneously stated as "Contract term will be one (1) year, the agreement may be extended by mutual agreement, for an additional **three (4)** one (1) year periods." The correct term is "Contract term will be one (1) year, the agreement may be extended by mutual agreement, for an additional **four (4)**, one (1) year periods with the option to negotiate pricing, terms and conditions. Brevard County will notify the vendor in writing ninety (90) days prior to the expiration of the agreement as to its intent to renew the agreement."

All other terms and conditions remain unchanged. The question and answer period is now closed. Any further questions may not be reviewed and answered.

Please note that the quote opening date and time is remains December 4, 2020 at 10:00 am.

Sincerely,



Summer Wyllie
Procurement Supervisor

cc: File
Multiple County Department

END OF ADDENDUM 4



We Bring Fuel, Fluids, and Premium Lubricants To You

B-5-21-11 Formal Protest

Watkins Oil formally protests the awarding of Bid B-5-21-11 to Seaboard Distribution for the following reasons:

1. Seaboard submitted house brands "AllFleet" and "DuraMAX" on their price list but did not follow the directions per Addendum 3 Response #6 which stated to clearly label the price sheet as "Second Line or House Brand." Seaboard failed to do this. Not following directions to exact bid specifications is a violation of competitive bidding standards, therefore Seaboard should be considered an UNRESPONSIVE CONTRACTOR per Section 1(f) for *"failing to submit a bid which conforms in all respects to the requirements of the of the bid package, including... submission of the bid with all required information."*
2. Seaboard combined house brands "All Fleet" and "DuraMAX" with topline brands "Shell" "Kendall" and "Coastal" on a single price sheet. This is a violation of Addendum 3 Response #6 which instructed to complete two separate price sheets and it gave Seaboard an unfair advantage over the other bidders by combining house brands with topline brands on a single price list to create a lower total annual dollar amount than other bidders who did not combine topline brands with house brands. Again, not following directions to exact bid specifications is a violation of competitive bidding standards, therefore Seaboard should be considered an UNRESPONSIVE CONTRACTOR per Section 1(f) for *"failing to submit a bid which conforms in all respects to the requirements of the of the bid package, including... submission of the bid with all required information."*
3. Procurement Analyst Heather Beaudry stated via email to Joey Watkins on Tuesday December 20, 2020 that Brevard County was looking for "premium brands of oil" which is consistent with Brevard County's very long history of accepting only premium brands of oil. Heather said this was partially why Watkins' house brand was not approved. Watkins Oil submitted all the identical house brand items "All Fleet" and "DuraMAX" as Seaboard. Therefore, since Watkins house brand bid items were not approved, Seaboard's bid must also not be approved to avoid bid discrimination and a bias against Watkins by awarding to Seaboard the exact same items which were not approved for Watkins. (The product codes used by Seaboard and Watkins are internal product codes. They are not different items or brands. The exact same items were submitted by Watkins and Seaboard for all items labeled "AllFleet" and "DuraMAX".)
4. Seaboard submitted two brands of 15W40 for items 7, 8, 9, 10. "AllFleet" quarts and gallons and "Shell" 5 gallons and bulk. If Brevard County mixes these two brands in any vehicle or piece of equipment that uses 15W40, the warranty provided by both oil manufacturers will be void. This is not in the best interest of Brevard County to void the warranty of their highest volume oil which is used in their most expensive engines and equipment. Therefore, items 7, 8, 9, and 10 should be awarded to Watkins premium brand of 15W40 for all four container sizes since it will not void the oil manufacturer's warranty.
5. Watkins bid \$326.70 less than Seaboard on item#45 for the exact same item. Based on the County's 2020 purchase history, Brevard County will save approximately \$65,000 over five years by purchasing item#45 from Watkins instead of Seaboard. This is in the best interest of Brevard County.



We Bring Fuel, Fluids, and Premium Lubricants To You

B-5-21-11 Formal Protest

CONCLUSION

In conclusion, reasons 1 and 2 are valid to render Seaboard as an UNRESPONSIVE CONTRACTOR for failure to follow directions in bid specifications. Reason 3 is valid to render Seaboard's bid as NOT APPROVED for failing to submit "premium brands of oil that Brevard County was looking for" because Watkins house brand bid for identical items was NOT APPROVED. Reasons 4 and 5 are in regard to specific items that should have been awarded to Watkins for the reasons stated.

RELIEF SOUGHT

Watkins Oil submitted the lowest priced responsive bid for topline premium brand of oil that Brevard County was looking for which conformed in ALL respects to the requirements of the bid package, including submission of the bid with all required information, per Section 1(f). Therefore, for the reasons stated above, in all fairness, and in the best interest of Brevard County, **Watkins Oil Co Inc. should be awarded as the sole supplier for Bid 5-21-11.**

Watkins Oil is an established Brevard County business doing business in Brevard County for over 43 years. Watkins Oil has also established itself as an approved vendor to Brevard County by servicing the County's lubricant needs since 2016.

The oil manufacturer's warranty for Watkins Oil premium brand of oil, which is important to the interests of Brevard County, can be found at---
<https://www.citgolubes.com/warranty>

Mr. Joey Watkins
Watkins Oil Co.
175 Fisher Avenue
Titusville, FL 32796

January 5, 2021

Dear Mr. Watkins:

Purchasing Services has received your protest of B-5-21-11 / Petroleum Products & Lube Oil to the intended award to Seaboard Distribution as the Primary Vendor on all items and Watkins Oil as Secondary Vendor on all items. In reviewing your items of concern, Brevard County offers the following responses:

1. "Seaboard submitted house brands "AllFleet" and "DuraMAX" on their price list but did not follow the directions per Addendum 3 Response #6 which stated to clearly label the price sheet as "Second Line or House Brand." Seaboard failed to do this. Not following directions to exact bid specifications is a violation of competitive bidding standards, therefore Seaboard should be considered an UNRESPONSIVE CONTRACTOR per Section 1(f) for "failing to submit a bid which conforms in all respects to the requirements of the of the bid package, including... submission of the bid with all required information."

Response: Brevard County allows for "clarification of questionable entries and correction of obvious mistakes", per the Invitation to Bid, page 2, General Conditions, Terms and Provisions, Item 6. The price sheet format submitted clearly differentiated types and was understood by the County.

2. "Seaboard combined house brands "All Fleet" and "DuraMAX" with topline brands "Shell" "Kendall" and "Coastal" on a single price sheet. This is a violation of Addendum 3 Response #6 which instructed to complete two separate price sheets and it gave Seaboard an unfair advantage over the other bidders by combining house brands with topline brands on a single price list to create a lower total annual dollar amount than other bidders who did not combine topline brands with house brands. Again, not following directions to exact bid specifications is a violation of competitive bidding standards, therefore Seaboard should be considered an UNRESPONSIVE CONTRACTOR per Section 1(f) for "failing to submit a bid which conforms in all respects to the requirements of the of the bid package, including... submission of the bid with all required information."

Response: Brevard County allows for "clarification of questionable entries and correction of obvious mistakes", per the Invitation to Bid, page 2, General Conditions, Terms and Provisions, Item 6. The price sheet format submitted clearly differentiated types and was

understood by the County.

3. "Procurement Analyst Heather Beaudry stated via email to Joey Watkins on Tuesday December 20, 2020 that Brevard County was looking for "premium brands of oil" which is consistent with Brevard County's very long history of accepting only premium brands of oil. Heather said this was partially why Watkins' house brand was not approved. Watkins Oil submitted all the identical house brand items "All Fleet" and "DuraMAX" as Seaboard. Therefore, since Watkins house brand bid items were not approved, Seaboard's bid must also not be approved to avoid bid discrimination and a bias against Watkins by awarding to Seaboard the exact same items which were not approved for Watkins. (The product codes used by Seaboard and Watkins are internal product codes. They are not different items or brands. The exact same items were submitted by Watkins and Seaboard for all items labeled "AllFleet" and "DuraMAX".)"

Response: The method of determination in recommended award of all items to Seaboard Distribution as Primary Vendor and all items to Watkins Oil as Secondary Vendor was made based on overall pricing, topline availability, house brand equivalency and line item pricing versus lot pricing factor evaluation. Watkins house brands for All Fleet and DuraMAX will be approved in the Notice of Award, however, Seaboard's cost for these brands is still lower than Watkins, and as such, Watkins will be the secondary vendor for these items in accordance with the Invitation to Bid.

4. "Seaboard submitted two brands of 15W40 for items 7, 8, 9, 10. "AllFleet" quarts and gallons and "Shell" 5 gallons and bulk. If Brevard County mixes these two brands in any vehicle or piece of equipment that uses 15W40, the warranty provided by both oil manufacturers will be void. This is not in the best interest of Brevard County to void the warranty of their highest volume oil which is used in their most expensive engines and equipment. Therefore, items 7, 8, 9, and 10 should be awarded to Watkins premium brand of 15W40 for all four container sizes since it will not void the oil manufacturer's warranty."

Response: Vehicle maintenance is the responsibility of various departments within the County as well as Central Fleet Services. Having two options of brands available allows each department to determine which is appropriate for their vehicles. Award of these two options are determined to be in the best interest of Brevard County. The method of determination in recommended award of all items to Seaboard Distribution as Primary Vendor and all items to Watkins Oil as Secondary Vendor was made based on overall pricing, topline availability, house brand equivalency and line item pricing versus lot pricing factor evaluation.

5. "Watkins bid \$326.70 less than Seaboard on item#45 for the exact same item. Based on the County's 2020 purchase history, Brevard County will save approximately \$65,000 over five years by purchasing item#45 from Watkins instead of Seaboard. This is in the best interest of Brevard County."

Response: The department estimated annual product use of Item #45 per the price sheet is eight (8), 330-gallon totes. A \$326.70 difference annually is \$2,613.60, or \$13,068.00 over a five-year term. Brevard County considered the award to Seaboard as Primary and Watkins as

Secondary based on overall pricing, streamlining of delivery scheduling and lot pricing factor evaluation.

After reviewing the responses above, if Watkins would like to continue with a formal protest or withdraw their initial protest, please respond to this letter via email at steven.darling@brevardfl.gov no later than 5:00 pm EST on Tuesday January 12, 2021.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Darling", with a stylized flourish at the end.

Steven A. Darling, Jr.
Central Services Director

cc: file

BREVARD COUNTY

Bid Title: Petroleum Products - Lube Oil

Bid Number B-521-11

Opening Date & Time: December 4, 2020 at 10:00 am

Posting Date: December 21, 2020

Through: December 30, 2020 at 5:00 pm

Posted By: Heather K. Beaudry

Item #	Description	Unit of Measure	Estimated Ann. Usage
1	H.D. Motor Oil, SAE 30	Case (12 qt. Cans/cs)	25
2	H.D. Drive/Tran Oil, 30W	5 gallon container	20
3	Non-Detergent Premium Line Motor Oil, 30W	Case (12 qt. Cans/cs)	1
4	Removed by Addendum 3		
5	Motor Oil, 5W-20, Synthetic	5 gallon container	30
6	Motor Oil, 5W-20, Synthetic Blend	5 gallon container	30
7	H.D. Motor Oil, 15W-40	Case (12 qt. Cans/cs)	65
8	H.D. Motor Oil, 15W-40	Gallon	150
9	H.D. Motor Oil, 15W-40	5 gallon container	40
10	H.D. Motor Oil, 15W-40	Bulk by the gallon	5100
11	H.D. Motor Oil, SAE 10W-30	Case (12 qt. Cans/cs)	4
12	Dexos Gen 2 Full Synthetic Oil, 5W-30	Quarts	25
13	Dexos Gen 2 Full Synthetic Oil, 5W-30	Gallon	50
14	Dexos Gen 2 Full Synthetic Oil, 5W-30	55 Gallon drum	5
15	Dexos Gen 2 Full Synthetic Oil, 5W-30	Bulk by the gallon	1200
16	Synthetic Blend Oil, 5W-30	Case (12 qt. Cans/cs)	25
17	Synthetic Blend Oil, 5W-30	55 Gallon drum	5
18	Synthetic Blend Oil, 5W-30	Bulk by the gallon	1200
19	Full Synthetic Oil, 5W-30	Case (12 qt. Cans/cs)	25
20	Full Synthetic Oil, 5W-30	Gallon	60
21	Full Synthetic Oil, 5W-30	55 gallon drum	3
22	Full Synthetic Oil, 5W-30	Bulk by the gallon	300
23	Dexos Gen 2 0W20 synthetic blend	Quart container	25
24	Dexos Gen 2 0W20 synthetic blend	55 gallon drum	5
25	H.D. Tractor Hydraulics Fluid (THF)	5 gallon container	10
26	Hyd. Oil, AWB6	5 gallon container	10
27	Hyd. Oil, AWB6	55 gallon drum	8
28	Hyd. Oil, AWB6	Bulk by the gallon	550
29	Hydraulic Oil, ASE 10W - Example Brand Total	5 gallon container	15
30	DEXRON III/Mercon ATF	Case (12 qt. Cans/cs)	30
31	DEXRON VI ATF	Case (12 qt. Cans/cs)	25
32	Chassis Grease	gallon/cs	7
33	Gear Oil (Lube), 80W-90	5 gallon pails	5
34	Valvoline - Universal Gear Oil (Lube), 75W-140	Quart container	150
35	Universal Gear Oil (Lube), 85W-140	Quart container	12
36	Universal Gear Oil (Lube), 85W-140	5 gallon pails	16
37	Synthetic Gear Oil (Lube), 85W-140	5 gallon pails	6
38	Synthetic Gear Oil, SAE 75W-90	5 gallon pails	5

Watkins Oil Titusville, FL House Brand					Primary Seaboard Distribution Lakeland, FL				
UNIT PRICE	EXTENDED PRICE	BRAND/MANUFACTURER	PRODUCT CODE	Meets Specifications	UNIT PRICE	EXTENDED PRICE	BRAND/MANUFACTURER	PRODUCT CODE	Meets Specifications
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$30.30	\$757.50	Coastal	CC 1001	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$25.95	\$622.50	Alifleet	RD 6115	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$27.09	\$27.09	Coastal	CC 19701	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$37.94	\$1,138.20	DuraMAX	RD 1125	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$0.00	\$0.00	No Bid	No Bid	Yes
\$39.50	\$2,587.50	Alifleet CK-4	MO15W40AF12	Not Approved	\$28.21	\$1,833.65	Alifleet	RD 6512	Yes
\$12.29	\$1,843.50	Alifleet CK-4	MO15W40AF01	Not Approved	\$8.60	\$1,296.00	Alifleet	RD 6504	Yes
\$43.50	\$1,740.00	Alifleet CK-4	MO15W40AF05	Not Approved	\$35.69	\$1,427.60	Shell	SB 1541	Yes
\$6.87	\$55,037.00	Alifleet CK-4	MO15W40AF09	Not Approved	\$5.71	\$29,121.00	Shell	SB 1540	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$55.09	\$220.36	Kendall	KC 1930	Yes
\$3.70	\$92.50	Recommendations	MO5W30DM12	Not Approved	\$26.40	\$960.00	Recommendations	RD 3212	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$0.00	\$0.00	No Bid	No Bid	Yes
\$499.00	\$2,945.00	Recommendations	MO5W30DM55	Not Approved	\$357.96	\$1,785.90	GM Warranty	RD 3210	Yes
\$7.65	\$9,190.00	Recommendations	MO5W30DM9	Not Approved	\$7.29	\$6,746.00	Recommendations	RD 3200	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$20.24	\$506.00	DuraMAX	RD 1212	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$256.12	\$1,280.60	DuraMAX	RD 1210	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$5.45	\$6,540.00	DuraMAX	RD 1200	Yes
\$3.70	\$92.50	DuraMAX	MO5W30DM12	Not Approved	\$28.40	\$660.00	DuraMAX	RD 3212	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$0.00	\$0.00	No Bid	No Bid	Yes
\$499.00	\$1,407.00	DuraMAX	MO5W30DM55	Not Approved	\$357.66	\$1,073.88	DuraMAX	RD 3210	Yes
\$7.65	\$2,295.00	DuraMAX	MO5W30DM9	Not Approved	\$7.29	\$2,167.00	DuraMAX	RD 3200	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$0.00	\$0.00	No Bid	No Bid	Yes
\$599.45	\$2,987.25	Recommendations	MO5W30DM55	Not Approved	\$0.00	\$0.00	No Bid	No Bid	Yes
\$47.50	\$475.00	Alifleet Universal	HEAT705	Not Approved	\$28.12	\$281.20	Alifleet	RD 6615	Yes
\$43.00	\$430.00	Alifleet Premium	HEAT605	Not Approved	\$22.08	\$220.80	Alifleet	RD 6415	Yes
\$375.00	\$3,000.00	Alifleet Premium	HEAT5855	Not Approved	\$233.60	\$1,860.80	Alifleet	RD 6410	Yes
\$5.55	\$3,002.50	Alifleet Premium	HEAT668	Not Approved	\$5.25	\$2,887.50	Alifleet	RD 6400	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$28.76	\$1,006.80	Kendall	KD 1775	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$21.50	\$645.00	DuraMAX	RD 2212	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$31.53	\$795.75	DuraMAX	RD 2112	Yes
\$30.50	\$213.50	Autogard	GRACLT	Not Approved	\$14.84	\$103.88	Autogard	CC 5261	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$29.94	\$149.70	Alifleet	RD 7615	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$7.93	\$1,194.50	Coastal	CC 12501	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$0.91	\$34.92	Coastal	CC 12301	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$32.79	\$524.84	Alifleet	RD 7515	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$0.00	\$0.00	No Bid	No Bid	Yes
\$0.00	\$0.00	No Bid	No Bid	No Bid	\$65.93	\$328.65	Alifleet	RD 7215	Yes

39	Synthetic Aste Lube. SAE 75W-90	5 gallon pails	5	\$0.00	\$0.00	No Bid	\$65.93	\$325.65 Allright	RD 7215	Yes
40	Antifreeze extended life 50/50	Gallon	466	\$0.00	\$0.00	No Bid	\$41.03	\$18,273.80 Shell	SA 2530	Yes
41	Antifreeze extended life 50/50	35 gallon drum	10	\$0.00	\$0.00	No Bid	\$353.45	\$3,334.50 Shell	SA 2635	Yes
42	Maroon Lube ET Moly 2% NLGI #2	130 Lb Drum	14	\$378.00	\$5,317.20	Autogard Premium	\$0.00	No Bid	No Bid	
43	Maroon Lube ET Moly 2% NLGI #2	400 Lb Drum	6	\$1,028.00	\$6,168.00	Autogard Premium	\$0.00	No Bid	No Bid	
44	Blue DEF (Diesel Exhaust Fluid)	2.5 gallon container	2753	\$0.00	\$0.00	No Bid	\$7.75	\$21,325.75 Peisk	FF 3400	Yes
45	Blue DEF (Diesel Exhaust Fluid)	330 gallon tote	8	\$0.00	\$0.00	No Bid	\$1,023.00	\$8,184.00 Peisk	FF 5090	Yes
46	Motocran Full Synthetic 5w-40	Quart container	200	\$0.00	\$0.00	No Bid	\$5.14	\$1,028.00 Shell	SC 1166	Yes
47	Motocran Full Synthetic 5w-40	Bulk by the gallon	600	\$13.79	\$11,032.00	Kloridke	\$16.50	\$13,200.00 Shell	SS 1315	Yes
48	Motocran Full Synthetic 5w-30	Quart container	180	\$3.70	\$666.00	DuralMAX	\$0.00	\$0.00 No Bid	No Bid	
49	Shell Rella T 15W-40	Quart container	300	\$3.29	\$987.00	Allright CK-4	\$3.98	\$1,074.00 Shell	SC 1171	Yes
50	Shell Rella T 15W-40	55 Gallon drum	2	\$0.00	\$0.00	No Bid	\$58.00	\$1,196.00 Shell	SC 1190	
51	Shell Rella T 15W-40	Bulk by the gallon	1000	\$6.87	\$6,870.00	Allright CK-4	\$5.71	\$5,710.00 Shell	SB1540	
				\$57,308.45	Grand Total			\$144,454.82	Grand Total	

BREVARD COUNTY

Bid Title: Petroleum Products - Lube Oil

Bid Number: B-5-21-11

Opening Date & Time: December 4, 2020 at 10:00 am

Posting Date: December 21, 2020

Through: December 30, 2020 at 5:00 pm

Posted By: Heather K. Beaudry

Secondary Watkins Oil Titusville, FL Manufacturers Topline										Lubrication Engineers Inc Wichita, KS			
Item #	Description	Unit of Measure	Estimated Ann. Usage	UNIT PRICE	EXTENDED PRICE	BRAND/MANUFACTURER	PRODUCT CODE	Meets Specifications	UNIT PRICE	EXTENDED PRICE	BRAND/MANUFACTURER	PRODUCT CODE	
1	H.D. Motor Oil, SAE 30	Case (12 qt. Cans/cs)	25	\$48.12	\$1,203.00	Citgo Citigard 600	622630001181	Yes	\$0.00	\$0.00	No Bid	No Bid	
2	H.D. Drive/Train Oil, 30W	5 gallon container	30	\$80.10	\$2,403.00	Citgo Transguard HD	633323001001R5	Yes	\$146.62	\$4,398.60	Lubrication Engineers	7531	
3	Non-Detergent Premium Line Motor Oil, 30W	Case (12 qt. Cans/cs)	1	\$42.00	\$42.00	Citgo Mystic ND	663113002181	Yes	\$0.00	\$0.00	No Bid	No Bid	
4	Removed by Addendum 3												
5	Motor Oil, 5W-20, Synthetic	5 gallon container	30	\$93.25	\$2,797.50	Citgo Supergard Full Synthetic	620865001001R5	Yes	\$160.47	\$4,814.10	Lubrication Engineers	8521	
6	Motor Oil, 5W-20, Synthetic Blend	5 gallon container	30	\$68.43	\$2,053.50	Citgo Supergard	620862001001R5	Yes	\$160.47	\$4,814.10	Lubrication Engineers	8521	
7	H.D. Motor Oil, 15W-40	Case (12 qt. Cans/cs)	65	\$48.72	\$3,166.80	Citgo Citigard 600 CK-4	622615001181	Yes	\$90.48	\$5,891.20	Cases Only	8700	
8	H.D. Motor Oil, 15W-40	Gallon	150	\$15.92	\$2,388.00	Citgo Citigard 600 CK-4	622615001180	Yes	\$90.48	\$13,572.00	Gallon Containers	8700	
9	H.D. Motor Oil, 15W-40	5 gallon container	40	\$58.95	\$2,358.00	Citgo Citigard 600 CK-4	622615001004	Yes	\$65.00	\$2,640.00	Lubrication Engineers	8700	
10	H.D. Motor Oil, 15W-40	Bulk by the gallon	5100	\$8.80	\$44,880.00	Citgo Citigard 600 CK-4	622615001107	Yes	\$17.05	\$86,955.00	Lubrication Engineers	8700	
11	H.D. Motor Oil, SAE 10W-30	Case (12 qt. Cans/cs)	4	\$49.69	\$198.72	Citgo Citigard 600 CK-4	622613001181	Yes	\$90.48	\$361.92	CANS ONLY	8730	
12	Dexos Gen 2 Full Synthetic Oil, 5W-30	Quarts	25	\$5.46	\$136.50	GM Warranty Recommendations	6208681001182	Yes	\$0.00	\$0.00	No Bid	No Bid	
13	Dexos Gen 2 Full Synthetic Oil, 5W-30	Gallon	50	\$0.00	\$0.00	No Bid	No Bid		\$0.00	\$0.00	No Bid	No Bid	
14	Dexos Gen 2 Full Synthetic Oil, 5W-30	55 Gallon drum	5	\$517.00	\$2,585.00	GM Warranty Recommendations	6208661001001	Yes	\$0.00	\$0.00	No Bid	No Bid	
15	Dexos Gen 2 Full Synthetic Oil, 5W-30	Bulk by the gallon	1200	\$8.95	\$10,740.00	GM Warranty Recommendations	6208661001107	Yes	\$0.00	\$0.00	No Bid	No Bid	
16	Synthetic Blend Oil, 5W-30	Case (12 qt. cans/cs)	25	\$49.80	\$1,245.00	Citgo Supergard	620805001181	Yes	\$110.54	\$2,763.50	Lubrication Engineers (Full Synth)	8531	
17	Synthetic Blend Oil, 5W-30	55 Gallon drum	5	\$748.00	\$3,740.00	Citgo Supergard	620805001001	Yes	\$14,585.93	\$72,945.65	Lubrication Engineers (Full Synth)	8531	
18	Synthetic Blend Oil, 5W-30	Bulk by the gallon	1200	\$6.39	\$7,668.00	Citgo Supergard	620805001107	Yes	\$28.32	\$33,984.00	Lubrication Engineers (Full Synth)	8531	
19	Full Synthetic Oil, 5W-30	Case (12 qt. cans/cs)	25	\$65.52	\$1,638.00	Citgo Supergard Full Synthetic	6208661001182X2	Yes	\$110.54	\$2,763.50	CASES ONLY	8531	
20	Full Synthetic Oil, 5W-30	Gallon	50	\$0.00	\$0.00	No Bid	No Bid		\$1,585.93	\$75,456.50	Lubrication Engineers	8531	
21	Full Synthetic Oil, 5W-30	55 gallon drum	3	\$589.50	\$1,768.50	Citgo Supergard Full Synthetic	6208661001001	Yes	\$1,589.93	\$4,769.79	Lubrication Engineers	8531	
22	Full Synthetic Oil, 5W-30	Bulk by the gallon	300	\$8.95	\$2,685.00	Citgo Supergard Full Synthetic	6208661001107	Yes	\$28.32	\$8,496.00	Lubrication Engineers	8531	
23	Dexos Gen 2 DW20 synthetic blend	Quart container	25	\$6.39	\$159.75	Recommendations	6208660001182	Yes	\$8.54	\$213.50	No equivalent accepted due to	8531	
24	Dexos Gen 2 DW20 synthetic blend	55 gallon drum	5	\$1,049.95	\$5,249.75	Recommendations	6208660001001	Yes	\$1,589.93	\$7,949.85	Warranty Recommendations	8511	
25	HD Tractor Hydraulic Fluid (THF)	5 gallon container	10	\$56.00	\$560.00	Citgo Transguard	633310001004	Yes	\$135.65	\$1,356.50	Lubrication Engineers	7500	
26	Hyd Oil, AW68	5 gallon container	10	\$48.95	\$489.50	Citgo Hydurance	633609001004	Yes	\$95.22	\$952.20	Lubrication Engineers	4943	
27	Hyd Oil, AW68	55 gallon drum	8	\$438.90	\$3,511.20	Citgo Hydurance	633609001001	Yes	\$980.18	\$7,841.44	Lubrication Engineers	4943	
28	Hyd Oil, AW68	Bulk by the gallon	550	\$5.89	\$3,239.50	Citgo Hydurance	633609001107	Yes	\$16.62	\$9,141.00	Lubrication Engineers	4943	
29	Hydraulic Oil ASE 10W - Example Brand Total Rubia S 10W	5 gallon container	35	\$84.95	\$2,972.25	Citgo Citigard 600	622610001001R5	Yes	\$145.62	\$5,096.70	Lubrication Engineers	7511	
30	DEXRON III/Mercom ATF	Case (12 qt. Cans/cs)	30	\$48.96	\$1,468.80	Citgo Transguard MP	633135001181	Yes	\$0.00	\$0.00	No Bid	No Bid	
31	DEXRON VI ATF	Case (12 qt. Cans/cs)	25	\$61.92	\$1,548.00	Citgo Transguard Dexron VI	633140001182X2	Yes	\$0.00	\$0.00	No Bid	No Bid	
32	Chassis Grease	Case (10 cartons/cs)	7	\$35.90	\$251.30	Citgo Premium Lithium	655212001080	Yes	\$87.98	\$615.86	Lubrication Engineers	3752	
33	Gear Oil (Lube) 80W-90	5 gallon pails	5	\$75.50	\$377.50	Citgo Premium MP	631310001031	Yes	\$165.66	\$828.30	Lubrication Engineers	7103	
34	Valvoline - Universal Gear Oil (Lube) 75W-140 Full Synthetic	Quart container	150	\$7.44	\$1,116.00	Cam2 Synradox GL-5	GLC2647	Yes	\$0.00	\$0.00	No Bid	No Bid	
35	Universal Gear Oil (Lube) 85W-140	Quart container	12	\$4.66	\$55.92	Citgo Premium MP	631320001017	Yes	\$0.00	\$0.00	No Bid	No Bid	
36	Universal Gear Oil (Lube) 85W-140	5 gallon pails	16	\$78.65	\$1,258.40	Citgo Premium MP	631320001031	Yes	\$185.66	\$2,970.56	Lubrication Engineers	7204	

37	Synthetic Gear Oil (Lube), 85W-140	5 gallon pails	6	\$202.65	\$1,215.90	Citgo Cigear HD Synthetic 15W-140	632497001031	Yes	\$0.00	\$0.00	No Bid	No Bid
38	Synthetic Gear Oil, SAE 75W-90	5 gallon pails	5	\$179.95	\$899.75	Citgo Cigear HD Synthetic	631809001004	Yes	\$326.38	\$1,631.90	Lubrication Engineers	9923
39	Synthetic Axle Lube, SAE 75W-90	5 gallon pails	5	\$179.95	\$899.75	Citgo Cigear HD Synthetic	631809001004	Yes	\$326.38	\$1,631.90	Lubrication Engineers	9919
40	Antifreeze, extended life 50/50	Gallon	460	\$9.59	\$4,411.40	Peak Fleet Charge	ANTIF-01	Yes	\$0.00	\$0.00	No Bid	No Bid
41	Antifreeze, extended life 50/50	55 gallon drum	10	\$428.25	\$4,282.50	Peak Fleet Charge	ANTIF-55	Yes	\$0.00	\$0.00	No Bid	No Bid
42	Maroon Lube ET Moly 2% NLG1 #2	120 LB Drum	14	\$412.80	\$5,779.20	Citgo Lithplex CM2	655352001072	Yes	\$918.53	\$11,431.42	No info Provided	No info Provided
43	Maroon Lube ET Moly 2% NLG1 #2	400 LB Drum	6	\$1,288.00	\$7,728.00	Citgo Lithplex CM2	655352001020	Yes	\$2,655.87	\$15,935.22	No info Provided	No info Provided
44	Blue DEF (Diesel Exhaust Fluid)	2.5 Gallon Container	2753	\$1.89	\$32,733.17	Peak KleenDEF	DEF-025K	Yes	\$0.00	\$0.00	No Bid	No Bid
45	Blue DEF (Diesel Exhaust Fluid)	330 gallon tote	8	\$546.80	\$5,174.40	Peak KleenDEF	DEF-330B	Yes	\$0.00	\$0.00	No Bid	No Bid
46	Motorcraft Full Synthetic 5w-40	Quart container	200	\$8.18	\$1,636.00	Shell Rotella T6	SR16-12Q	Yes	\$8.38	\$1,676.00	Lubrication Engineers (24Qts per case)	18854
47	Motorcraft Full Synthetic 5w-40	Bulk by the gallon	800	\$21.54	\$17,232.00	Citgo Supergard	622677001107	Yes	\$25.81	\$20,848.00	Lubrication Engineers (330Gal)	18854
48	Motorcraft Full Synthetic 5w-30	Quart container	180	\$5.46	\$982.80	Citgo Supergard Full Synthetic	620861001182	Yes	\$8.54	\$1,537.20	per case	8551
49	Shell Rotella T 15W-40	Quart container	300	\$4.06	\$1,218.00	Citgo Cigard 600 CK-4	622615001181	Yes	\$3.77	\$1,131.00	Lubrication Engineers	8700
50	Shell Rotella T 15W-40	55 Gallon drum	2	\$528.00	\$1,056.00	Citgo Cigard 600 CK-4	622615001104	Yes	\$600.24	\$1,320.58	Lubrication Engineers	8700
51	Shell Rotella T 15W-40	Bulk by the gallon	1000	\$8.80	\$8,800.00	Citgo Cigard 600 CK-4	622615001107	Yes	\$11.52	\$11,520.00	Lubrication Engineers (330Gal)	18700
				\$210,463.62 Grand Total		\$434,188.79 Grand Total						

Statements of No Bid received from Driveways, Inc and Gate Fuel Service

INTENDED AWARD:

Primary: Seaboard Distribution

Secondary: Watkins Oil

Bid tabulations with award recommendations are posted to VendorLink at www.myvendorlink.com or DemandStar at www.demandstar.com. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. Filing of any disputes and appeals shall be in accordance with procedures specified in bid documents.

Approval Initials



Purchasing
Services

Purchasing Services
2725 Judge Fran Jamieson Way
Building C, Room 303
Viera, Florida 32940

NOTICE OF AWARD
DATE: January 15, 2021
B-5-21-11 / Petroleum Products – Lube Oil

PROCUREMENT ANALYST: Heather Beaudry

<u>VENDOR</u>	<u>VENDOR CITY AND STATE</u>	<u>Approved</u>	<u>ITEMS AWARDED</u>	<u>ESTIMATED AWARD AMOUNT</u>
Seaboard Distribution	Lakeland, FL	Yes	Primary – All Items except 45. Secondary-Line Item 45	To Be Determined
Watkins Oil – Manufacturer’s Top Line	Titusville, FL	Yes	Primary-Line Item 45 Secondary – All Other Line Items	To Be Determined
Lubrication Engineer’s	Wichita, KS	No	None	
Gate Fuel Service	Jacksonville, FL	Statement of No Bid		
Driveways, Inc	Titusville, FL	Statement of No Bid		

- ☐ BOARD AWARD--AGENDA ATTACHED
- ☐ APPROVED AWARD (NON-BOARD AGENDA): _____
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Steven A. Darling Jr., Central Services Director
- ☐ Award to overall lowest, most responsive bidder, minimum three responses received.
- ☐ Award to other than low, with low bid being non-responsive.
REASON FOR NON-RESPONSIVENESS:
- ☐ Award to low bid, less than three responses received.
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Carl Cotner, Central Fleet Manager; Jim Marple, Special Projects Coordinator, Fire Rescue Maintenance; Thomas Biamonte, Road & Bridge Heavy Equipment Supervisor; Bill Strittmatter, Finance Manager – Mosquito Control; Rex Watson, Fleet Supervisor – Solid Waste; Summer Wyllie, Procurement Supervisor; Jim Liesenfelt, Assistant County Manager; Gerard Visco, Human Resources Director; Ian Golden, Housing and Human Services Director.

FOR PURCHASING USE ONLY:

- ☐ ONE-TIME PURCHASE
- ☒ ANNUAL BID:
EFFECTIVE DATE: 02/01/2021 ENDING DATE: 01/31/2022
RENEWAL OPTION ☐ One year ☒ Other four (4) one (1) year periods
- ☐ Prompt Payment Discount Offered ☐ Yes _____ (Terms) ☒ NO
- ☐ Performance and payment bonds received with construction contract documents.
- ☐ Release Cashier's or Certified Check Received for Bid Deposit on Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

- ☐ Please provide certificate of insurance.
- ☐ Please provide performance and payment bonds as required.
- ☒ OTHER: Current (2018) W-9 and Certificate of Insurance