

AGREEMENT FOR BULK AUTOMOTIVE OIL SUPPLY AND DELIVERY

THIS AGREEMENT FOR BULK AUTOMOTIVE OIL SUPPLY AND DELIVERY ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **PALMDALE OIL COMPANY, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 59-2358666) ("Vendor").

WHEREAS, on August 4, 2022, the City of Ocala issued an Invitation to Bid ("ITB") for the provision of bulk premium, high-performance engine oil, ITB No.: FLT/220699 (the "Solicitation"); and

WHEREAS, two (2) firms responded to the Solicitation and, after the disqualification of the lowest bidder and consideration of price and other evaluation factors set forth in the Solicitation, Vendor was chosen as the intended awardee to supply bulk premium, high-performance engine oil ("Services").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

- 1. RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
- 2. CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Services and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. Exhibits to Agreement: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-2)

Exhibit B: Price Proposal (B-1)

Exhibit C: Specifications (C-1 through C-13)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.

- 3. SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. In the event of a conflict between this Agreement and the Solicitation Documents as to the Scope of Services to be performed by Vendor, this Agreement and all of its Exhibits shall be given precedence to resolve any identified inconsistency. The Scope of Work may only be adjusted by written amendment executed by both parties.
- 4. COMPENSATION.** The highest total compensation payable to Vendor by City under this Agreement for the timely and satisfactory performance of services in compliance with the Contract Documents shall be **FIVE HUNDRED TWELVE THOUSAND, NINE HUNDRED THIRTY-SEVEN AND NO/100 DOLLARS (\$512,937)** (the "Maximum Limiting Amount"). The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - A. Pricing.** Vendor shall be compensated in accordance with the pricing schedule set forth in the attached **Exhibit B – Price Proposal**.
 - B. Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved

by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

- C. **Invoice Submission.** Monthly invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Fleet Management Department, Attn: John King, 1805 NE 30th Avenue, Bldg. 200, Ocala, Florida 34470**, E-mail: jking@ocalafl.org.
- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed.
- E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
- F. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

- 5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **OCTOBER 19, 2022** and continue for a term of **THREE (3)** years, through and including **OCTOBER 18, 2025**. This Agreement may be renewed for up to **TWO (2)** additional, **ONE-YEAR** (1-year) periods by written consent between City and Vendor.
- 6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** All services, work, and products provided by Vendor under this Agreement shall be provided under the direction and to the satisfaction and approval of the City Project Manager (the "Project Manager").
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials, the rate of progress of the work, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the Services.
 - B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or safety precautions or programs incident to Vendor's provision of Services under this Agreement.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Documents, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Vendor's performance or workmanship falls below acceptable City or trade standards;
 - (2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (3) Vendor provides material that does not meet the specifications of the Agreement;
 - (4) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (5) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.
 - B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are

not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

C. **City's Remedies Upon Vendor Default.** In the event Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
- (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.

D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.

E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **WARRANTY.** Vendor warrants that all parts and services furnished under this Agreement, whether manufactured or fabricated by Vendor or a third party, shall be new and/or of the type and quality required in accordance with the Contract Documents. Vendor shall guarantee that the parts and labor provided for automotive and truck body repairs shall be free from any defects for a minimum of **ONE (1) YEAR**. Any additional warranties and costs must be stipulated to by the Vendor. Any and all written manufacturers' warranties for materials supplied must be provided to the City's Project Manager before final payment will be authorized.

10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.

11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of one (1) year and bid debarment for a period of up to three (3) years for serious contract failures.

12. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:

A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.

- B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
- C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- D. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:

- A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
- C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
- E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

16. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
18. **POLLUTION LIABILITY INSURANCE.** If not otherwise included in Vendor's Commercial General Liability Insurance coverage, Vendor shall procure and maintain, for a period of **THREE (3)** years after final completion of the Work under this Agreement, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit. This shall include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims.
19. **MISCELLANEOUS INSURANCE PROVISIONS.**
 - A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.

- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
 - D. City as an Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
 - E. Notice of Cancellation of Insurance. Vendor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
 - F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. Severability of Interests. Severability of Interests. Vendor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
20. **SAFETY/ENVIRONMENTAL**. Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
23. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
24. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
25. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
26. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other

elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.

27. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

28. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
29. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
30. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall

provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

31. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
32. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
33. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
34. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
35. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
36. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

Palmdale Oil Company, Inc.
 Attention: Aaron Evenson
 911 N. 2nd Street
 Fort Pierce, Florida 34950
 Phone: 813-918-9300
 E-mail: aevanson@palmdaleoil.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City Hall
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8343 Fax: 352-690-8470
E-mail: notices@ocalafl.org

Copy to:

Robert W. Batsel, Jr., Esq.
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, Florida 34471
PH: 352-579-6536
E-mail: rbatsel@lawyersocala.com

37. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
38. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
39. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
40. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive

jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
42. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
48. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
49. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
Angel B. Jacobs
City Clerk

Ire Bethea Sr.
Ire Bethea, Sr.
City Council President

Approved as to form and legality:

PALMDALE OIL COMPANY, INC.

Robert W. Batsel, Jr.
Robert W. Batsel, Jr.
City Attorney

AARON EVENSON

By: Aaron Evenson
(Printed Name)

LUBRICANT MANAGER
(Title of Authorized Signatory)

BACKGROUND

Vendor shall provide premium, high-performance engine oil to maintain equipment performance and longevity for City vehicles and equipment.

SPECIFICATIONS

Only premium oil lubricants designed to meet or exceed the Original Equipment Manufacturers (OEM) and American Petroleum Institute (API) quality standards shall be considered.

Listed below are minimum acceptable specifications for synthetic and synthetic blend motor oil:

- 15W-40 SAE Viscosity Grade Synthetic Blend Diesel Engine Oil –

High-performance synthetic blend SAE 15W-40 heavy-duty diesel engine, multi-grade motor oil designated for use in low emission diesel engines using ultra-low sulfur diesel (ULSD) fuel. Must be compatible and ensure optimal operation of catalytic converters and particulate filter systems. The oil must be formulated for anti-wear protection, oxidation stability, high detergency, excellent soot dispersion, and deposit control. Oil must meet technical requirements of API CK-4 specifications for Caterpillar, Cummins, Detroit Diesel, Ford, Mack, and Perkins.

- 0W-20, 5W-30 SAE Viscosity Grade Synthetic Blend Gasoline Engine Oil –

Synthetic blend high-performance SAE engine multi-grade motor oil designated for use in low emission gasoline engines using compressed natural gas and/or unleaded gasoline fuel. The oil must be formulated for anti-wear protection, high detergency, deposit control, excellent carbon dispersion, and oxidation stability. Must be compatible and ensure optimal operation of all catalytic converter systems. Must meet General Motors dexos 1 and/or the latest technical requirements. Must meet ILSAC GF-5 and/or the latest technical requirements.

- Multi-Vehicle Full Synthetic ATF –

Multi-vehicle full synthetic ATF is suitable for use in vehicles that specify the following requirements: GM DEXRON 11I-H, Toyota/Lexus T-(111, IV), WS; Ford MERCON V; Allison C-4.

- Hydraulic Oil AW 68 –

Anti-wear premium heavyweight-based hydraulic oil suitable for industrial equipment applications in warm weather regions. Must have rust and oxidation inhibitors with additive anti-wear package for protection. Oil must meet technical requirements of ASTM D6158 Hm, DIN 51524-2, major pump manufacturers: Eaton-Vickers 3SVQ25A for M-2950-s (Mobile) and I-286-S (Stationary), Parker Hannifin (Denison) HF0/HF2/T6H20C, and Bosch Rexroth.

VENDOR RESPONSIBILITIES

- 1. Vendor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
- 2. Vendor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
- 3. Vendor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Vendor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
- 4. Vendor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.

COMPLIANCE

Products must meet or exceed EOM requirements and warranty provisions.

Item #	Description	Unit of Measure	Unit Price
1	0W-20 SAE Viscosity Grade Synthetic Blend Dexos	Bottle Quart	\$9.12
2	0W-20 CITGO Viscosity Grade Synthetic Blend Dexos	Bulk Gallon	\$21.49
3	5W-20 SAE Viscosity Grade Synthetic Blend	Bottle Quart	\$6.94
4	5W-20 SAE Viscosity Grade Synthetic Blend	Bulk Gallon	\$18.54
5	5W-30 SAE Viscosity Grade Synthetic Blend	Bottle Quart	\$6.94
6	15w-40 SAE Viscosity Grade Synthetic Blend	Bottle Gallons	\$41.26
7	15w-40 SAE Viscosity Grade Synthetic Blend	Bulk Gallon	\$24.20
8	Multi-Vehicle Full Synthetic ATF	Bottle Quart	\$11.51
9	Multi-Vehicle Full Synthetic ATF	Bulk Gallon	\$24.42
10	AW 68 Hydraulic Fluid	55 Gallon Drum	\$21.62



PRODUCT BULLETIN

CAM2® Synavex Full Synthetic Motor Oil

ILSAC GF-6A/ API SP (80565-852/853)

CAM2® Synavex Full Synthetic Motor Oils have been reformulated to meet the demands of modern turbo-charged and gasoline direct inject (TGD_i) engines in all operating conditions. Blended with only premium full synthetic base stocks and all-new advanced additive technology, CAM2 Synavex™ engine oils can extend drain intervals and extend engine life when compared to conventional motor oil.

CAM2® Synavex GF-6 Motor Oils show gains in several key areas that can provide significant cost savings over the life of the vehicle including over 200% greater protection against valve-train and chain wear while also eliminating the high temperature deposits that drain engines of horsepower over time. Synavex™ engine oils are formulated to exceed the latest ILSAC GF-6/ Resource Conserving and API SP performance specifications.

APPLICATIONS

CAM2® Synavex™ Full Synthetic Motor Oils are recommended for use in most light or heavy duty gasoline driven cars, vans, and light trucks operating in the most severe operating conditions. They meet the latest API SP /GF-6A performance specifications and are backwards compatible to all previous API and/or ILSAC/Resource Conserving performance categories.

FEATURES

Low Speed Pre-Ignition (LSPI)

- Protection for small displacement turbo-charged GDI engines.

Excellent Fuel Economy

- Engineered to provide 40-50% improvement in fuel economy over GF-5 rated oils
- Helps engine maintain peak fuel efficiency for up to 3x longer than GF-5 Synavex motor oils

Wear Protection

- Robust anti-wear agents provide improved valve and chain wear protection

Engine Cleanliness

- Powerful antioxidants resist formation of high temp deposits that drain horsepower and fuel economy while a robust detergent system continues to clean internal components even while engine is sitting idle.

Extended Drain Intervals

- Lower volatility combined with powerful oxidation protection may extend oil drain intervals in well maintained systems.

SPECIFICATIONS & APPROVALS

CAM2® Synavex™ Full Synthetic Motor Oils exceed all the following performance requirements or OEM specifications:

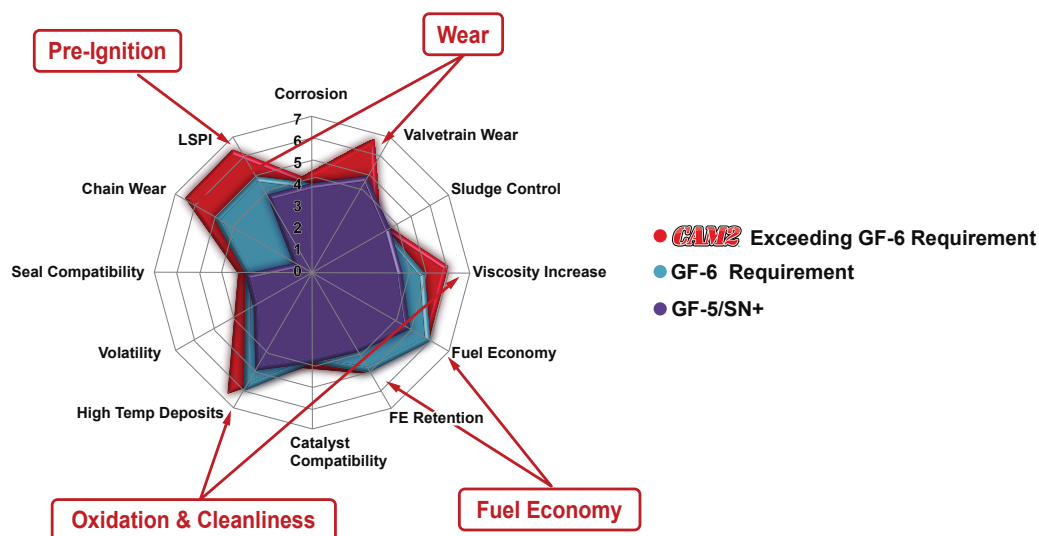
- API SP and all previous categories
- ILSAC GF-6A
- ACEA A5/B5
- GM 4718M (Corvette/Cadillac) / 6094M
- VW 501.00/502.00; VW 508.00 (0W-20 only) BMW LL-14E+ (0W-20)
- Fiat 955535-H2, M2. N2
- Honda/Acura HRO-06
- Ford WSS-M2C962-A1, Ford WSS-M2C963-A1, Ford M2C946-B1, Ford M2C947-B1

CAM2 INTERNATIONAL, LLC

685 HAINING ROAD - VICKSBURG, MS 39183 USA – TEL: 800-338-2262

www.cam2.com

Exhibit C - Specifications

Performance of **CAM2** GF-6 Technology

TYPICAL PROPERTIES

CAM2® Synavex GF-6A/ API SP

Product Code (80565-)	852	853
SAE Grade	0W-20	5W-30
Viscosity @ 40°C, cSt	@40-45.82	55.43
Viscosity @ 100°C, cSt	@100-87.86	10.34
Viscosity Index	175	178
Pour Point, °C	-48	-48
HTHS @ 150°C	>2.70	>3.07
Flash Point, °C (COC)	205	205
NOACK Volatility	<9.2%	<9.8%
ILSAC Symbol		

The above characteristics are typical of current production. While production will conform to CAM2's specification, slight variations may occur and do not affect performance.

Special Handling, Notices, or Warnings

Avoid contact with skin. Rinse with soap and water immediately after skin contact. This product is unlikely to present significant health hazards. Dispose of used oil properly.

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www.cam2.com



PRODUCT BULLETIN

CAM2® SuperPro Max Synthetic Blend Motor Oil

ILSAC GF-6A / API SP (80565-086/087/088/089/090)

CAM2® SuperPro Max Synthetic Blend delivers exceptional performance and protection for vehicles of all ages. Combining carefully selected conventional and synthetic base oils with our most robust additive package to date provides unmatched protection against Low Speed Pre-Ignition even in the most advanced turbo charged applications. CAM2® SuperPro Max utilizes this new additive technology to keep dirt and other contaminants that rob your engine of power out while also ridding the system of sludge and other harmful deposit buildups.

CAM2® SuperPro Max Synthetic Blend exceeds the performance requirements of API's Resource Conserving "SP" and car manufacturers' ILSAC GF-6A classification as well as all prior classifications providing the latest technology in fuel economy standards while also maintaining best in class wear control, cleanliness, protection against sludge, and oxidation control.

CAM2® SuperPro Max was developed in part to provide better vehicle fuel economy, oxidative stability, and piston deposits. These improvement needs are a result of a drive to smaller engines without a sacrifice of power. Technology such as "Eco- Boost (Turbo Charge)", in combination with small engines, provides better fuel economy while maintaining the performance level of the larger engine designs. This technology significantly increases pressure on the lubricant in the form of heat and a need to control wear and deposits.

FEATURES

Low Speed Pre-Ignition (LSPI)

- Protection for small displacement turbo-charged GDI engines.

Excellent Fuel Economy

- Drive an extra 580 miles per year on average
- "Resource Conserving" approved

Maximize Horsepower

- Protects engine components from wear leading to loss of power

Extreme Condition Performance

- Industry leading high temperature deposit control

Engine Cleanliness

- Up to 40% cleaner pistons than the industry standard
- Extremely low volatility providing extended drain protection

Super Pro Max Engine Oils provides exceptional protection and keeps engines cleaner for extended drain intervals in all operating environments.



Piston head after 10,000 miles

Damage from LSPI



Piston head after 45,000 miles

SuperPro Max protecting from LSPI

SPECIFICATIONS & APPROVALS

CAM2 SuperProMax Synthetic Blend exceeds all the following performance requirements or OEM specifications:

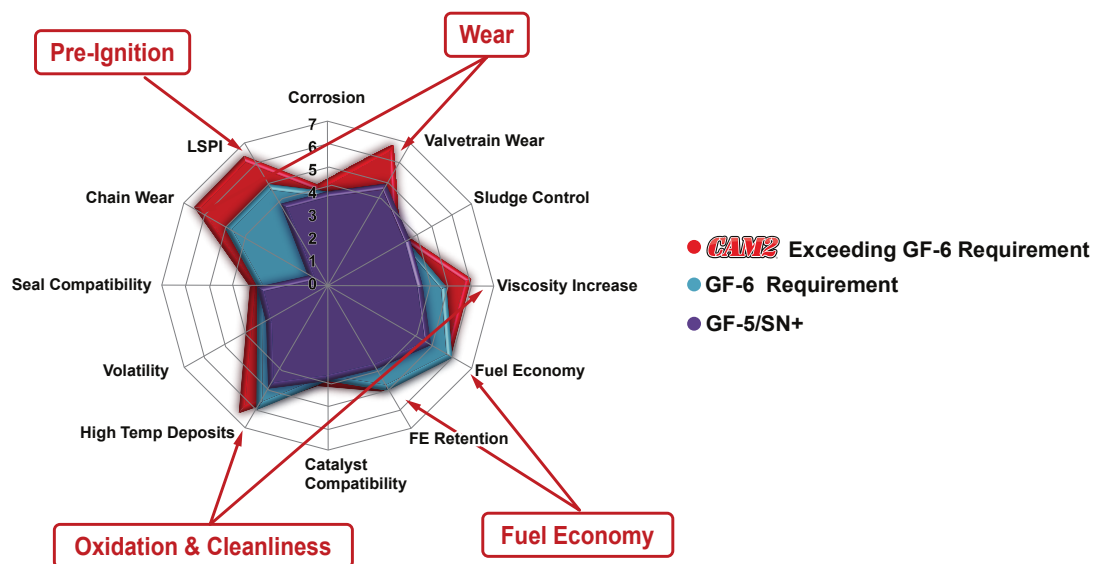
- API SP and prior classifications
- ILSAC GF-6A and prior classifications
- ACEA A5/B5-16
- Fiat H2, M2, N2
- Ford WSS-M2C945-B1, Ford WSS-M2C946-B1

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www.cam2.com

Exhibit C - Specifications

Performance of **CAM2** GF-6 Technology

TYPICAL PROPERTIES

CAM2® SuperPro Max GF-6A / API SP

Product Code (80565-)	086	087	088	089	090
SAE Grade	5W-20	5W-30	10W-30	10W-40	20W-50
Viscosity @ 40°C, cSt	45.94	51.25	74.28	113.1	165.80
Viscosity @ 100°C, cSt	8.317	9.828	11.17	16.00	19.64
Viscosity Index	158	158	141	151	136
Pour Point, °C	-48	-45	-40	-38	-37
HTHS @ 150°C	>2.64	>2.94	>3.14	>3.99	>5.0
Flash Point, °C (COC)	201.2	201.2	205	205	208
NOACK Volatility	<15%	<13.4%	<8.9%	<9.1%	<5.9%

The above characteristics are typical of current production. While production will conform to CAM2's specification, slight variations may occur and do not affect performance.

Special Handling, Notices, or Warnings

Avoid contact with skin. Rinse with soap and water immediately after skin contact. This product is unlikely to present significant health hazards. Dispose of used oil properly.

Exhibit C - Specifications

PRODUCT INFORMATION SHEET

CITGO® CITGARD®

700 Synthetic Blend Engine Oils

**OVERVIEW**

- Synthetic blend engine oils that deliver the performance needed for newer engine designs, while improving performance in older engines.
- Engineered with proprietary additive technology that protects engines running at higher operating temperatures and fuel injection pressures, while meeting tighter wear limits and lower emission requirements.
- SAE 10W-30 grade assists in attaining the new Phase II fuel efficiency standards by improving fuel economy, increasing cold startup lubrication, and providing superior engine durability.

FEATURES & BENEFITS

- SAE 10W-30 offers up to 3% fuel economy advantage over conventional SAE 15W-40 viscosity grade oils.
- Maintain viscosity over extended service drain intervals.
- Up to 100% increase in oxidation protection compared to conventional CJ-4 engine oils.
- Advanced wear protection in both older and newer engines.
- Reduced air entrainment in high-pressure hydraulic fuel injection systems.
- Always follow OEM recommendations when extending oil drain intervals.

APPLICATIONS

- Recommended for superior performance for commercial trucks, agricultural equipment, construction equipment, stationary engines, and other diesel-fueled engine applications including Caterpillar ECF-3, Mercedes 228.31, MAN M3575, MTU Category 2.1, Paccar, Navistar, and Allison TES-439 (15W-40 only).
- Note: Use of diesel engine oils in automotive gasoline engines can shorten the life of catalytic converters.
- Refer to equipment owner's manual for proper lubricant recommendation.

Approved for equipment requiring:
 API CK-4, CJ-4, CI-4 Plus, CI-4, CH-4/SN (SN applies to 15W-40 only)
 Cummins CES 20086
 Detroit Diesel DFS 93K222
 Volvo/Mack/Renault VDS-4.5/EOS-4.5/RLD-3
 Ford WSS-M2C171-F1

CITGO
 Petroleum Corporation
 Houston, Texas

Customer Service Line
 1-800-331-4068
 LubesCS@CITGO.com

Product Answer Line
 1-800-248-4684
 lubeshelp@CITGO.com

Online at
www.CITGOLubes.com

Manufactured in USA

C 10246

Exhibit C - Specifications

CITGO LUBRICANTS

CITGO CITGARD 700 Synthetic Blend Engine Oils

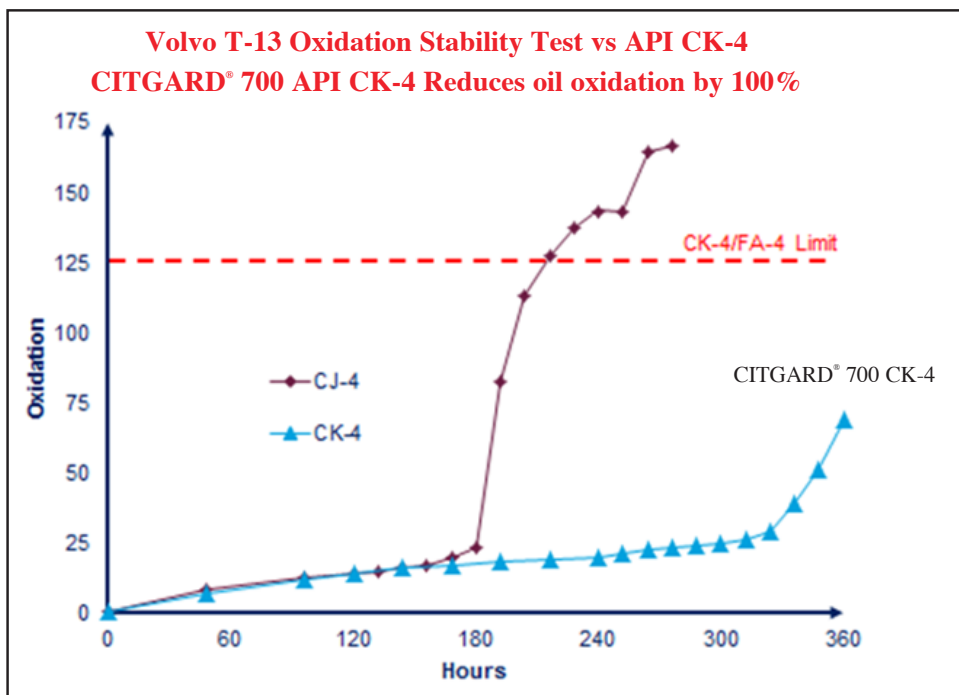
APPLICATIONS



API Comparison Chart

Category	CITGARD® 700 API CJ-4	CITGARD® 700 API CK-4
Back serviceable	YES	YES
Viscosity grades	15W-40/10W-30	15W-40/10W-30
Fleet million mile engine test rating	Better	Best
100% improved oxidation stability	NO	YES
Greater shear stability vs. conventional API CJ-4	YES	YES
Aeration control vs. conventional API CJ-4	Better	Best
SAE 10W-30 sustains improved fuel economy through 50,000 miles	Better	Best
Compatible with conventional API CJ-4 oils	YES	YES
Best Overall Performance and Backward compatibility	Better	Best

Volvo T-13 Oxidation Stability Test vs API CK-4
CITGARD® 700 API CK-4 Reduces oil oxidation by 100%



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Exhibit C - Specifications

CITGO LUBRICANTS

CITGO CITGARD 700 Synthetic Blend Engine Oils

PROPERTIES



Typical Properties for CITGO CITGARD 700 Synthetic Blend Engine Oils:

SAE Grade	10W-30	15W-40
Material Code	622721001	622723001
Gravity, ASTM D4052, °API at 60°F	31.6	30.5
Pounds/Gallon at 60°F	7.25	7.30
Specific Gravity at 60°F	0.87	0.88
Viscosity ASTM D445		
cSt at 40°C	80.9	111.9
cSt at 100°C	11.9	15.2
Viscosity Index	142	141
CCS Viscosity, cP, @ Temperature	6,159 @ -25°C	4677 @ -20°C
MRV Viscosity, cP, @ Temperature	23,250 @ -30°C	19,968 @ -25°C
MRV Yield Stress, Pa, @ Temperature	<35	<35
Pour Point, °F (°C)	-38 (-39)	-33 (-36)
Flash Point, COC, °F (°C)	435 (224)	439 (226)
Noack Evaporative, ASTM D5800, % Loss	12.0	11.0
Color, ASTM D1500	L3.0	L3.5
Total Base Number, ASTM D2896	10	10
Sulfated Ash, ASTM D874, % wt	1.0	1.0

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Exhibit C - Specifications

PRODUCT BULLETIN

DEXRON®-VI Multi-Vehicle Full Synthetic ATF

PRODUCT #298

CAM2 DEXRON®-VI Multi-Vehicle Full Synthetic Automatic Transmission Fluid is a universal ATF specifically designed for use in modern automatic transmissions. CAM2 DEXRON®-VI Multi-Vehicle Full Synthetic ATF is a licensed DEXRON®-VI ATF and is the most recommended GM® approved specification for vehicle of model years 2006 and newer. CAM2 DEXRON®-VI Multi-Vehicle Full Synthetic ATF provides additional oxidation control required for extended drain intervals, excellent low temperature performance for fuel economy, and superb shear stability.

CAM2 DEXRON®-VI Multi-Vehicle Full Synthetic ATF is recommended for use in: GM DEXRON®-VI, DEXRON® III/III(H)/IIE, DEXRON® II, Ford MERCON® LV, Hyundai/Kia SP-II/III/IV, Toyota WS,T-III, T-IV Mercedes Benz®, Honda® Z-1, Allison®, and Nissan® Matic Fluids.

Cannot be used in extended drain heavy duty diesel, Type F, CVT or DCT applications. Refer to owner's manual for manufacturer's recommendation.

- **Full synthetic formula provides optimum low temperature performance** – PAO base stock provides excellent cold weather performance ensuring smooth shifts throughout the power band
- **Wide application range** – Exceeds requirements of a wide range of OEM specifications for reduced inventory
- **Unsurpassed fuel economy** - Low viscosity formula for maximum fuel efficiency in modern automatic transmissions
- **Eliminates shudder** – Patented additive technology eliminates shudder for smooth, consistent shifts

GM DEXRON®-VI**Approved License Number: J-60177****FEATURES**

- **Lower Foaming** - Good demulsability and oxidative stability to suppress foaming
- **Excellent Oxidation Stability** - Provides outstanding resistance against sludge and deposit formation and excellent high temperature performance
- **Better Protection against Pitting** – Excellent anti-friction performance eliminates pitting and wear to critical components
- **Highly Shear Stable** - Highly shear stable viscosity modifiers improve viscosity retention to ensure maximum protection in all operating environments

TECHNICAL DATA

Product Code	298
Kinematic Viscosity, D-445 cSt@100°C	5.91
Kinematic Viscosity, D-445 cSt@40°C	29.11
Viscosity Index, Calculated, D2270	153
Brookfield Viscosity, D-2893 cPat @ -40°C	10,000
Color	Red

See Applications on pg 2.

CAM2 INTERNATIONAL, LLC

685 Haining Road, Vicksburg, MS 39183 USA • Tel: 800-338-2262 www.CAM2.com

Exhibit C - Specifications**PRODUCT BULLETIN****DEXRON®-VI Multi-Vehicle Full Synthetic ATF**

PRODUCT #298

APPLICATIONS

CAM2 DEXRON®-VI Multi-Vehicle Full Synthetic ATF fully licensed and approved by General Motors under registration # J-60153 for use in GM transmissions for model year 2006 and newer calling for Dexron® VI

Recommended where Ford Mercon® LV is recommended

Suitable for use in passenger car automatic transmission applications calling for use of a low viscosity ATF.

Not for use in CVT (Continuously Variable Transmissions) or DCT (Dual Clutch Transmissions) which require specialized fluids. Also not recommended for applications calling for Ford Mercon® SP.

Contact your CAM2 representative or CAM2 distributor for additional information.

Low Viscosity Specifications

Aisin Warner JWS 3324 (WS)	JASO M315-2013 1A-LV
Aisin Warner AW-1	Land Rover LR023288
Audi/VW G 060 162 (ZF Lifeguardfluid 8) (ZF No. S671 090 312)	Mazda ATF FZ
Audi/VW G 055 540 (A2)	Mitsubishi Diaqueen SP-III
Chrysler/Dodge/Jeep 68043742AA	Mitsubishi Diaqueen SP-IV
Chrysler/Dodge/Jeep 68333587AA	Mitsubishi Diaqueen AW
Ford MERCON® LV (FF-WSS-M2C-938A/SF, XT-10 QLV)	Mitsubishi Diaqueen J3
GM DEXRON®-VI (LICENSED)	Mitsubishi Diaqueen ATF PA
GM/GMC/Opel/Saturn 88863400	NAG 1 (Chrysler, Jeep, Cherokee)
GM/GMC/Opel/Saturn 88863401	Nissan Matic Fluid S
Honda ATF Ultra II	Opel/GM 9986195
Honda DW-1	Shell M-1375.4
Honda Type 3.0	Suzuki ATF AW-1
Honda Type 3.1	Toyota ATF WS JWS 3324
Hyundai/Kia SP-IV (00232-1904/04500-00115)	Volvo PN 31256774/31256675
Hyundai/Kia SP-IV M (SP4-M)	VW G055 540 (A2)
Hyundai/Kia SP-IV-RR	VW G 055 162-A2, -A6 (ZF Lifeguardfluid 6 Plus)
Hyundai/Kia NWS 9638	VW G 060 162 (ZF Lifeguardfluid 8)
ISUZU SCS Fluid	VW G US 000 162
Jaguar Fluid 8432	ZF 8 speed transmissions 68218925AA
Jaguar 02JDE26444	ZF 9 speed transmissions

Applications Continued on next page

Exhibit C - Specifications

High Viscosity Specifications

(CAM2 Dexron VI has displayed suitable performance in the following applications. Dexron VI is a low viscosity specification, as a result this product may not meet all viscometric parameters of the below specifications.)

High Viscosity Specifications			
Acura ATF-Z1	Ford ESP-M2C166H, XL-12	Lexus JWS 3309	Shell L 12108
Aisin Warner JWS 3309 (T-IV) &	Fuso ATF-II	MAN 339A	Ssang yong DSIH 5M-66
Allison C-3 & C-4	Fuso ATF-SPIII	Mazda ATF D-II	Subaru ATF
	Fuso ATF-A4	Mazda ATF M-III	Subaru K0140Y0700
ATF RED 1, RED 1K	GM9986195 (Aisin AW, JWS 3309)		Subaru ATF 5AT
Audi 5 HP LT71141 (ZF 5 HP 18FL/19FL/24A)	GM TASA	Mazda ATF F-1	Subaru DEXRON®-II
Audi/VW G 052 025-A2	GM DEXRON®-II	Mazda ATF S-1	Subaru ATF, ATF HP
Audi/VW G 053 025-A2	GM DEXRON®-IID	Mazda ATF N-1	Suzuki AT OIL 5D06
Audi/VW G 052 162-A1/A2	GM DEXRON®-IIE	MAZDA ATF 3317	Suzuki ATF 2326
Audi/VW G 055 025 A2 (JWS 3309)	GM DEXRON®-IIIG	MINI COOPER T-IV	Suzuki ATF 2384K
Audi/VW G 055 529 A2	GM DEXRON®-IIIH	Mitsubishi Diaqueen SK	Suzuki JWS 3309
Audi/VW G 052 162 (ZF Lifeguardfluid 5) (ZF No. S671 090 170)	GM 1940700	Mitsubishi Diaqueen SP-II	Suzuki ATF 3314
Audi/VW G 055 162-A2, -A6 (ZF Lifeguardfluid 6 Plus) (ZF No. S671 090 281)	GM 1940767	Mitsubishi Diaqueen J2	Suzuki ATF 3317
Audi/VW G 052 990	GM 21005966	Nissan Matic Fluid C	Texaco 7045-E
Audi/VW 052 055	GM 22717466	Nissan Matic Fluid D	Texaco 8072B
Bentley PY112995PA	GM 88900925	Nissan Matic Fluid J	Texaco N402
BMW JWS 3309 (T-IV)	GM 9986195	Nissan Matic Fluid K	Toyota ATF D-II
BMW LA2634	GM 93160393	Opel/GM 19 40 700	Toyota ATF D-III
BMW LT71141 (ZF 5 HP 18FL/19FL/24A)	GM/GMC/Opel/Saturn AW1	Opel/GM 19 40 767	Toyota ATF T-III
BMW ZF 5HP18FL, 5HP24, 5HP30	GM/GMC/Opel/Saturn VI	Opel/GM 21005966 Transaxle	Toyota ATF T-IV
BMW 7045E	Hino Blue ribbon ATF	Opel/GM 22 17466	Vickers M2950-S, I-286-S
BMW ETL 8072B	Honda ATF-Z1 (except in CVTs)	Opel/GM 88900925	Voith 55.6335.xx (G607)
BMW MINI	Hyundai/Kia SP-III, Red 1	Peugeot ZF 4HP20	Voith Svc Bltn #013 and #118
BMW 8322152426	Hyundai/Kia Dex-II/ SP-II	Peugeot/Citreon Z 000169756	Volvo 97325
BMW ATF6 83222355599	Hyundai/Kia JWS 3314	Peugeot/Citreon (PSA) AL4 Automatic gearbox oil (#9730.AE)	Volvo 97335
Bosch TE-ML 09	Hyundai/Kia 040000C90SG	Porsche ZF 5HP19FL, ZF 5HP20, LT71141	Volvo CE 97340
CAT TO-2	Hyundai/Kia NUMM040 CH20	Porsche ATF 3403-M115,	Volvo PN 1161521
Chrysler/Dodge MOPAR AS 68 RC and AS 69 RC (T-IV), JWS	Idemitsu K17 3100 PL085	Porsche T-IV (JWS 3309)	Volvo PN 1161540/1161640
Chrysler/Dodge/Jeep 05127382AA	ISUZU BESCO ATF-II	Porsche 000 043 205 09	Volvo PN 1161621
Chrysler/Dodge/Jeep 68171866AA	ISUZU BESCO ATF-III	Porsche 999 917 547 00 (A2)	VW 5 HP (ZF 5 HP 30)
Daewoo LT 71141	ISUZU BESCO ATF SP	Porsche 000 043 205 28	VW 5HP (18FL, 30)
Daihatsu AMMIX ATF D-II	ISUZU 08200-9001	Porsche Z 000169756	VW 5HP (19FL, 24A)
Daihatsu AMMIX ATF D-III SP	Jaguar ATF 3403 M115, ATF 3403- M115,	Renault DPO/AL4	VW G-055-025 A2 (JWS 3309)
Esso LT 71141	Jaguar ATF LT71141,ZF5HP24	Renault Matic D2	VW G 052 162 (ZF Lifeguardfluid 5)
FIAT T-IV type, JWS 3309	Jaguar JLM20238	Renault Samsung SATF-D	VW TL 521 62
Ford MERCON®	Jaguar ATF 3403 JLM20238,	Saab T-IV (JWS 3309)	ZF all 3 & 4 speed transmission
Ford FNR5 (Mazda M5, XT-9-QMM5)	Jaguar K17	Saab 93 165 147	ZF TE-ML 05L
Ford WSS M2C 138CJ, 166H	Jaguar JLM 20292	Saab 93 160 393	ZF TE-ML 09
Ford WSS M2C 922A1, 924A (XT-8- QAW) JWS 3309	JASO M315-2013 1A	Saturn T-IV (JWS 3309)	ZF TE-ML 11A, 11B, 21L
Ford/Lincoln/Mercury XT-2-QDX (M)	JASO M315-2013 2A	Scion (all vehicles)	
Ford/Lincoln/Mercury XT-2-QSM	KIA ATF SP-II, SP-III,SP-IV, P-IVM,	Shell 3403, M115, LA 2634	

Exhibit C - Specifications

PRODUCT INFORMATION SHEET

CITGO® HyDurance® AW Fluids



OVERVIEW



- Superior anti-wear hydraulic and circulating oils specially formulated to offer excellent service in high-pressure, high-output industrial hydraulic circuits.
- Chemically stable with excellent resistance to sludge formation. Exhibit excellent protection and filterability.

FEATURES & BENEFITS



- Formulated with high-quality base stocks and premium additive components.
- Thermal stability for superior resistance to heat-related sludging in sensitive electro-hydraulic servos.
- Good hydrolytic stability means they will not contribute to the formation of metal-etching acids or corrosive reactants.
- Inhibited against rusting in both fresh and sea water, passing both A and B Procedures of the ASTM D665 Rust Test.
- Excellent anti-wear protection to pumps, motors, valves, and other hydraulic circuit components. Approved against stringent equipment performance requirements.
- Resistant to foaming and will not foster abnormal air entrainment in properly designed hydraulic circuits.
- Superior demulsibility to readily separate water, permitting draining of contaminating water from circulating systems.
- Premium performance in wet and dry filterability testing.

CITGO
Petroleum Corporation
Houston, Texas

Customer Service Line
1-800-331-4068
LubesCS@CITGO.com

Product Answer Line
1-800-248-4684
lubeshelp@CITGO.com

Online at
www.CITGOLubes.com

Manufactured in USA

C 10203

Exhibit C - Specifications

CITGO LUBRICANTS

CITGO HyDurance AW Fluids

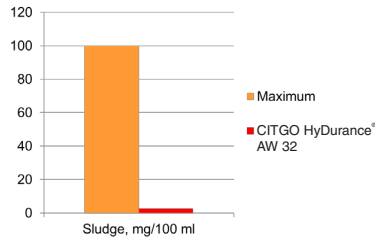
APPLICATIONS



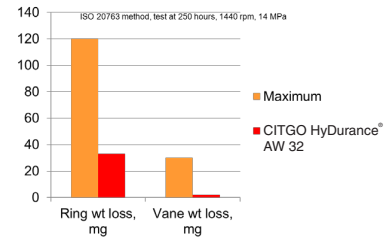
- Recommended for service in industrial and mobile hydraulic systems when used in accordance with equipment manufacturers' recommendations.
- Designed to provide enhanced service life to vane, piston, and gear pumps as well as other circuit components such as motors and servos.
- Recommended for use as a gear and bearing lubricant in industrial applications where rust- and oxidation-inhibited oils are required.
- Meet or exceed the following manufacturer specifications:

ASTM D6158 HM	General Motors LS-2
Fives Cincinnati P-68, 69, 70	JCMAS HK P041
Parker Denison HF-0	ISO 11158 HM
DIN 51524-2	SEB 181 222
Eaton Brochure 03-401-2010	US Steel 126, 127, 136
Bosch Rexroth RDE-90235	

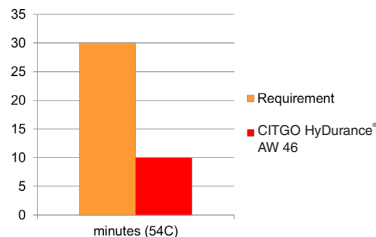
Parker Denison HF-0 Thermal Stability



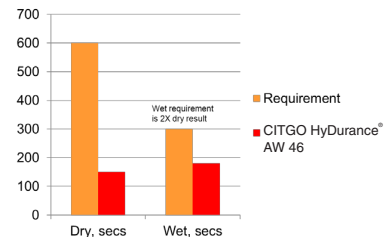
V104C Vane Pump Wear Data



Parker Denison HF-0 Demulsibility



Parker Denison HF-0 Filterability



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Exhibit C - Specifications

CITGO LUBRICANTS

CITGO HyDurance AW Fluids

PROPERTIES



Typical Properties for CITGO HyDurance AW Fluids:

Grade	22	32	46	68	100	150
Material Code	633606001	633607001	633608001	633609001	633610001	633611001
Gravity, ASTM D4052, °API	33.7	32.6	31.2	30.8	28.6	29.3
Density, lb/gal	7.13	7.18	7.24	7.26	7.36	7.33
Flash Point, ASTM D92, °F (°C)	399 (204)	417 (214)	446 (230)	468 (242)	471 (244)	500 (260)
Viscosity						
cSt at 40°C	223	32.3	46.6	68	98	149
cSt at 100°C	4.45	5.59	6.96	9.0	11.1	14.8
Viscosity Index	110	111	106	107	98	99
FZG (A/8.3/90), pass load, ISO 14635-1	12	12	12	12	12	12
Pour Point, ASTM D97, °F (°C)	-40 (-40)	-40 (-40)	-36 (-33)	-36 (-33)	-36 (-33)	-31 (-24)
Color, ASTM D1500	L0.5	L0.5	L0.5	L0.5	L3.0	L2.5
Water Separability, ASTM D1401 ⁽¹⁾	40-40-0	40-40-0	40-40-0	40-40-0	40-40-0	40-40-0
Oxidation Test, ASTM D943, Hrs.	6000	6000	6000	5000	4000	2850
Rust Test ASTM D665 A, B ⁽²⁾	Pass	Pass	Pass	Pass	Pass	Pass
Meets Fives Cincinnati Requirement	—	P-68	P-70	P-69	—	—
AFNOR NF E 48-603	HM22	HM32	HM46	HM68	HM100	HM150
ISO VG No.	22	32	46	68	100	150

Notes: (1) 30 minutes max. separation time to ≤3ml emulsion. Test temperature is 130°F for grades up through ISO 68. Test temperature is 180°F for ISO 100 and 150.
(2) Pass - No Rust.(2) Procedure A (distilled water)

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IP: 216.255.240.104



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