

**ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
INVITATION TO BID**

PART A - GENERAL TERMS AND CONDITIONS

SPECIFICATION FOR: Firm Fixed Bid Prices for **Annual Petroleum Product Purchases** for the benefit of the **Public Works, Fleet Department** on an as needed basis.

BID NUMBER: **19-10**

BID OPENING DATE: **2:00 pm, Wednesday, June 13, 2018**

**PLACE OF BID OPENING and
MAILING ADDRESS:** Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville Florida 32601-6983

1.0 SCOPE

- 1.1 The instructions to bidders and general conditions described herein apply to transactions on material, supplies or services with an estimated aggregate cost of \$500.00 or more.
- 1.2 The herein included General Terms and Conditions (Part A); Specifications (Part B); and the Bidder's Check List (Part C); together with all attached documents herein identified, constitute the entire bid package. Specifications and supplementary documents are essential parts of the contract and requirements occurring in one are as binding as though occurring in all.

2.0 DEFINITIONS

- 2.1 The term "Invitation to Bid" means a solicitation of formal sealed bids. The acronym "ITB" means "Invitation to Bid".
- 2.2 The term "bid" means the offer as a price by the bidder.
- 2.3 The term "bidder" means the offeror.
- 2.4 The term "Change Order" means a written order signed by the Purchasing Manager or authorized representative directing the vendor to make changes to a contract or purchase order resulting from the ITB.
- 2.5 The term "County" means Alachua County Board of County Commissioners, Alachua County, Florida.
- 2.6 The term "Board" means the County.

3.0 PREPARATION OF BIDS

- 3.1 Bidders are expected to examine the specifications, drawings, and all special and general conditions. Failure to do so will be at the bidder's risk.
- 3.2 There will be no oral interpretations of these specifications. Any bidder/proposer in doubt as to the true meaning of any part of the specifications or related documents may submit a written request to Mandy Mullins, Purchasing Agent for interpretation thereof. All requests for interpretation or corrections shall be received by the Mandy Mullins, at mmmullins@alachuacounty.us no later than ten (10) days prior to the deadline for submitting bids. Any interpretation to a bidder will be made only by an addendum duly issued and a copy of such addendum will be posted on Demandstar.com.
- 3.3 Each bidder shall furnish the information required by the ITB. The bidder shall sign the ITB and print or type his name, address, email address and telephone number on the face page and on each continuation sheet thereof on which he makes an entry.

- 3.4 Unit price for each unit offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each item offered. In case of discrepancy between the unit price and extended price, the unit price will be presumed correct. All or None bids will not be considered unless specifically requested in the ITB.
- 3.5 The bidders must state a definite time for delivery of supplies or performance of services.
- 3.6 The bidder should retain a copy of all bid documents for future reference.
- 3.7 All bids must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature.

4.0 **SUBMISSION OF BIDS**

- 4.1 Bids must be received at or before the specified time of opening as designated in the ITB. Bidders are welcome to attend; however, no award of bid will be made at this time. A bid tabulation will be furnished, upon request and posted to Demandstar.com.
- 4.2 **LATE BIDS WILL NOT BE CONSIDERED.**
- 4.3 All printed and photocopied documents related to the submission of this ITB and fulfillment of any resulting contract should be double-sided and printed on recycled paper with a **minimum of 30% post-consumer content.**
- 4.4 **ONE (1) ORIGINAL SUBMISSION** of the bid must be in writing on the prescribed forms and enclosed within a sealed envelope clearly marked on the face of the envelope **19-10: Annual Petroleum Product Purchases"** and either delivered by hand or mailed to the Division of Purchasing, 3rd Floor, County Administration Building, 12 SE 1st Street, Gainesville Florida 32601-6983. All bids must be received by **2:00 pm, Wednesday, June 13, 2018, 2018.** Only bids received by the aforesaid time and date will be considered.
- 4.5 Electronic or FAX bids will not be considered; however, bids may be withdrawn by email or FAX notice, provided such notices are received prior to the hour and date specified on the bid.
- 4.6 Samples of items, when required, must be submitted within the time specified at no expense to the County. If not destroyed by testing, vendor(s) will be notified to remove samples, at their expense, within thirty (30) days after notification. Failure to remove the samples will result in the samples becoming the property of the County.
- 4.7 Failure to follow these procedures is cause for rejection of bid.
- 4.8 Bids having any erasures or corrections must be initialed by the bidder in ink. Bids shall be signed in ink. All bid amounts shall be typewritten or filled in with ink.
- 4.9 Proprietary Information - Responses to this Invitation to Bid upon receipt by the County become public records subject to the provisions of Chapter 119 F.S., Florida's Public Records Law. If you believe that any portion or all of your response is confidential or proprietary, or otherwise exempt from disclosure as a Public Record, you should clearly assert such exemption and state the specific legal authority for the asserted exemption. All material that designated as exempt from Chapter 119 must be submitted in a separate envelope, clearly identified as "PUBLIC RECORDS EXEMPT" with your name and the proposal number marked on the outside. Furthermore, you must complete **EXHIBIT C, PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION.**
 - 4.9.1 Please be aware that the designation of an item as exempt from disclosure as a Public Record may be challenged in court by any person. By your designation of material in your proposal as "Public Records Exempt", you agree to defend and hold harmless the County from any claims, judgments, damages, costs, and attorney's fees and costs of the challenger and for costs and attorney's fees incurred by the County by reason of any legal action challenging your designation.
- 4.10 Blank spaces must be filled in as noted, in ink or typed, with the amounts extended and totaled. Any corrections necessarily made on the bid form should be made by crossing out the item in error and inserting the corrected item immediately above. Such corrections shall be initialed and dated by the person signing the bid. No bid containing correction by erasure will be accepted.

- 4.11 **Non-Warranty of Specifications** - Due care and diligence has been used in preparing these specifications. The County shall not be responsible for any error or omission in these specifications, nor for the failure on the part of the bidders to determine the full extent of the request. It is the sole responsibility of the bidders to ensure that they have all information necessary for the submittal of bids.
- 4.12 **Inquiries/Questions** – No interpretation of the meaning of the Specifications and/or Scope of Services or contract documents will be made to any interested bidder orally. Every request for such interpretation shall be made in writing, addressed to the **Alachua County Division of Purchasing, 3rd Floor, County Administration Building, 12 SE 1st Street, Gainesville, FL 32601-6983**, with reference to the appropriate bid number of the face of the envelope. All request for interpretation or corrections shall be received by **Mandy Mullins** at (email address) mmmullins@alachuacounty.us no later than ten (10) days prior to the deadline set for receipt of bids. Any and all such interpretations and any supplemental instructions will be in the form of a written addendum; duly issued, and a copy of such addendum will be posted to **Demandstar.com**. **Oral answers will not be authoritative..** All addenda so issued shall become part of the bid documents.

5.0 **ACCEPTANCE OF OFFER**

- 5.1 The signed bid shall be considered an offer on the part of the bidder; such offer shall be deemed accepted upon completion of all steps in the purchasing process and issuance by the County of a Purchase Order, Blanket Purchase Order, or other contractual document.

6.0 **FIRM PRICES**

- 6.1 The bidder warrants that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of not less than sixty (60) days from the bid opening date unless otherwise specified in the ITB. Such prices will remain firm for the period of performance of resulting purchase orders or contracts which are to be performed over a period of time.

7.0 **TERM OF CONTRACT/RENEWAL**

- 7.1 The agreement shall be effective for the period beginning on the date of the fully executed contract or issuance of a purchase order. Generally the term will begin on **October 1, 2018** and continue through **September 30, 2019** unless earlier terminated as provided herein. The county has the option of renewing this agreement for **two (2)** additional **two (2)** year-periods and the same terms and conditions outlined here in.
- 7.2 Negotiation of terms and conditions should be completed ninety (90) days prior to each contract period.
- 7.3 It is the intent of the County to issue a purchase order.
- 7.4 A contract as a result of the solicitation shall be deemed effective only to the extent of appropriations available to the County Agency at any time during the contract period.

8.0 **ESTIMATED QUANTITIES**

- 8.1 Whenever a bid requests prices to be firm for the period of performance, the quantities or usages shown are estimated only with no guarantee made by the County that these quantities shall be purchased. The quantities shown are the bidders' information only, and the County shall be bound only for actual quantities ordered.

9.0 **F.O.B. DESTINATION**

- 9.1 Unless otherwise specified in the ITB, all prices offered by the bidder must be F.O.B. Destination, inside delivery, with all delivery costs included in the bid price. Specific destination is indicated in the ITB. Failure to do so may cause rejection of the bid.

10.0 **AWARD**

- 10.1 The contract will be awarded to the lowest responsive and responsible bidder whose bid, conforming to the specifications and/or instructions to bidder, will be most advantageous to the County price and other factors considered.
- 10.2 The County reserves the right to accept or reject any or all bids in part or in whole with or without cause, to waive irregularities and technicalities, and to request rebids on the material described in the ITB.

- 10.3 The County also reserves the right to award the contract on such material as the County deems will best serve its interest.
- 10.4 The County reserves the right to award the contract on a split-order basis, lump-sum or individual-item basis, or such combination as shall best serve the interest of the unless otherwise specified.
- 10.5 If this ITB is for an estimated quantity of supplies, etc., versus purchase of a specific quantity of articles or service, consideration in awarding bid for yearly contracts will be given:

First to bidder offering firm prices for full contract period and, **Second** to bidder offering firm prices subject to market price reduction.

11.0 **BRAND NAMES**

- 11.1 Manufacturers' names and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed such established standards with the exception of those items specified "NO SUBSTITUTION." Bidder shall state the brand name and model number of his equipment if different from those specified, and furnish appropriate documentation to enable the County to evaluate for compliance with standards required.
- 11.2 If a product other than that specified is bid, it is the bidder's responsibility to identify such product in his bid and he must prove to the County that said product is equal to or better than the product specified.
- 11.3 Unless otherwise specified, evidence in the form of samples may be requested if the proposed brand is other than specified by the County. Such samples are to be furnished after the date of bid opening only upon request. If samples should be requested, such samples must be received by the County no later than four (4) days after formal request is made.

12.0 **VARIATIONS OF SPECIFICATIONS**

- 12.1 For purposes of bid evaluation, bidder must indicate any variances from our specifications and/or conditions, no matter how slight. Any variations shall be indicated on a separate sheet, and attached to the bid form. If variations are not stated in the bid, it will be assumed that the product or service fully complies with the specifications, and the successful bidder will be held responsible for meeting these specifications.

12.2 No alternative bids shall be submitted unless specifically requested in the "Invitation to Bid" document.

13.0 **QUALITY**

- 13.1 All materials shall be new and in no case will used, reconditioned or obsolete parts be acceptable. All equipment specifications are to be considered minimum requirements.

14.0 **ACCEPTANCE**

- 14.1 The material delivered under this bid shall remain the property of the seller until a physical inspection and actual usage of this material and/or service is made, and thereafter is accepted to the satisfaction of the County. It must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the County is found to be defective or does not conform to specification, the County reserves the right to cancel the order upon written notice to the bidder and return product to bidder at the bidder's expense. The County shall not be liable for payment for any portion thereof.

15.0 **DELIVERY**

- 15.1 Time is of the essence in the filling of this order. No delays in shipment and material or rendition of services will be permitted except as authorized by the County in writing. **Please notify Fleet Manager, (386) 462-1975 at once of anticipated delay.** Excessive or unusual transportation charges caused by the contractor's inability to deliver by specified date and in specified quantities shall be charged to the contractor. Right is reserved to cancel this order or any part thereof if the foregoing is not complied with. In the event of cancellation pursuant to this clause, the County may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and contractor shall be liable to the County for excess costs.

16.0 **CONTRACTOR'S INSURANCE**

16.1 The contractor shall provide and maintain during the life of the contract, coverages and amounts stated in **EXHIBIT D**.

16.2 Failure to maintain such insurance may be deemed as a cause of termination of this agreement.

17.0 **INDEMNIFICATION**

17.1 The Contractor agrees to protect, defend, indemnify, and hold the County and director and their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or directly or indirectly relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Contractor agrees that its indemnification of the County shall extend to any and all work performed by the Contractor, its subcontractors, employees agents, servants or assigns.

17.2 This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Contractor's insurance coverage. This indemnification provision shall survive the termination of the Contract between the County and the Contractor.

17.3 Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions of §768.28, Florida Statutes.

18.0 **WARRANTY**

18.1 In addition to any warranty implied by law or fact, and any other express warranties, bidder expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications and to be fit and sufficient for the purpose intended to be merchantable. All warranties shall survive inspection, test, acceptance of and payment by the County.

19.0 **CONFLICT OF INTEREST**

19.1 The bidder, by signing his bid, certifies that to the best of his knowledge or belief, no elected/appointed official or employee of the County is financially interested, directly or indirectly, in the purchase of the goods or services specified on this order.

20.0 **COLLUSION**

20.1 The bidder, by affixing his signature to the bid form, declares that the bid is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a bid on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

20.2 The bidder, by affixing his signature to the bid form, declares that no County Commissioner, other County officer, or County employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the bidding entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

21.0 **TAXES**

21.1 The County is exempt from any taxes imposed by the State and/or Federal Government. Exemption Certificate will be provided upon request.

22.0 **MANUFACTURER'S CERTIFICATION**

- 22.1 The County reserves the right to request from bidders a separate manufacturer certification of all statements made in the bid. Failure to provide such certification may result in rejection of bid or default termination of contract for which the bidder must bear full liability.

23.0 **COMPLIANCE WITH LAWS AND REGULATIONS**

- 23.1 Bidder agrees to will comply with all federal, state, and local laws and regulations applicable to the productions, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contract(s).
- 23.2 Bidder, by responding to this solicitation, hereby agrees to abide by and conduct its programs and provide its services in compliance with the provisions of the Civil Rights Act of 1866, Civil Rights Act of 1871, Equal Pay Act of 1963, Civil Rights Act of 1964, Age Discrimination and Employment Acts of 1967, Rehabilitation Act of 1973, 1990 Americans with Disabilities Act, 1991 Federal Civil Rights Act, 1992 Florida Civil Rights Act, and all other applicable ordinances, statutes, laws and amendments thereto.

24.0 **DEFAULT OF CONTRACT**

- 24.1 In case of default by the bidder or contractor, the County may procure the items or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned or incurred thereby.

25.0 **MODIFICATIONS OR CHANGES**

- 25.1 No agreement or understanding to modify this ITB and resultant purchase orders or contracts shall be binding upon the County unless made in writing by the Purchasing Manager or authorized representative of the County.

26.0 **TERMINATION BY THE COUNTY**

- 26.1 The County reserves the right to terminate a contract by giving thirty (30) days' notice, in writing, of the intention to terminate if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The County also reserves the right to terminate this contract for the convenience of the County, and/or with or without cause.

Fiscal Non-Funding: In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence, and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the County.

27.0 **ASSIGNMENT OF INTEREST**

- 27.1 The parties recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the County. Therefore, the vendor hereby assigns to the County any and all claims for such overcharges as to goods, material or services purchased in connection with the Agreement. However, for all other assignments, neither party will assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement and shall not transfer any interest in same without prior written consent of the other party.

28.0 **MISCELLANEOUS**

- 28.1 These terms and conditions are in addition to and not intended as a limitation on any other terms and conditions agreed to between the parties.

29.0 **SWORN STATEMENT**

- 29.1 A person or affiliate who has been placed on the convicted vendor list following a conviction of 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 or 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

30.0 **DRUG FREE WORKPLACE**

- 30.1 Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace **EXHIBIT B**.

31.0 **WORKPLACE VIOLENCE**

- 31.1 Employees of bidders are prohibited from committing any act of workplace violence. Violation may be grounds for termination. Workplace violence means the commission of any of the following acts by a bidder's employee.
- 31.2 Battery: intentional offensive touching or application of force or violence to another.
- 31.3 Stalking: willfully, maliciously and repeatedly following or harassing another person

32.0 **VENDOR COMPLAINTS OR GRIEVANCES; RIGHT TO PROTEST**

- 32.1 Any actual or prospective bidder or proposer who believes that they have been aggrieved in connection with the pending award or other element of the process leading to the award of a contract may protest to the purchasing manager.
- 32.2 Any vendor complaints, grievance or protest shall first be submitted in writing to the purchasing manager within seven (7) calendar days following posting of the award recommendation on the County's web site. The purchasing manager will investigate the validity of the complaint and present the findings in writing to the vendor. If the vendor is dissatisfied with the purchasing manager's remedies, an appeal may be made to the county manager. The county manager will render a written response to the vendor. All decisions by the county manager shall be considered final, and no further appeal will be allowed.

PART B – SPECIFICATIONS

1.0 SCOPE OF SERVICES FOR PART A AND PART B

The purpose of this bid, **Part A**, is to establish firm fixed differential bulk bid prices for gasoline(s), diesel(s) and bio-diesel(s) for Alachua County. It is estimated that Alachua County will purchase over 330,000 gallons of gasoline, diesel and bio-diesel during each twelve month period of this contract. The estimated quantity is given only as a guideline for preparing your bid and should not be considered as representing actual quantities to be purchased under this contract.

In addition, this bid, **Part B**, is to establish firm automated fuel service mark-up based on laid in cost for gasoline and diesel fuels for Alachua County. It is estimated that Alachua County will purchase approximately 161,000 gallons of unleaded regular gasoline and diesel fuel during each twelve month period of this contract for our fleet of 300 vehicles. The estimated quantity is given only as a guideline for preparing your bid and should not be considered as representing actual quantities to be purchased under this contract.

The provisions contained in this section are intended to be cooperative with, to supplement, or to modify Instructions to Bidders and Terms and Conditions. In case of any conflict with such sections, the intent of any kind and all Technical Specifications shall govern

PART A. BULK BID PRICES FOR GASOLINE(S), DIESEL(S) AND BIO-DIESEL(S)

2.0 The vendor shall provide a monthly cost, per tank, for an automated fuel level tracking system capable of reporting the following per tank.

- 2.1 Current inventory in gallons
- 2.2 Current inventory in percentage of capacity
- 2.3 Average daily usage
- 2.4 Long range usage history, graphed.

Reporting device shall be battery operated and utilize cellular data to transmit; all data must be available to Alachua County Fleet Management and the vendor. The system must be compatible with stationary AST's containing unleaded gasoline, diesel and biodiesel blends. Monitors must be available to accommodate tanks ranging from 100 to 12,000 gallons.

3.0 DETAILED DESCRIPTION OF SPECIFICATIONS

- 3.1 Estimated usage:
 - 3.1.1 Ultra-Low Sulphur Diesel Fuel: Approximately 230,000 gallons
 - 3.1.2 Bio-Diesel Fuel: Approximately 40,000 gallons
 - 3.1.3 87 Octane Unleaded Gasoline: Approximately 60,000 gallons

4.0 SPECIFICATIONS FOR #2 DIESEL FUEL

- 4.1 **GRADE:** Diesel fuel oil shall be an all-purpose diesel fuel oil intended for use in all automotive type diesel engines under all normal conditions of service. Must be completely distilled petroleum fuel oil, free from water, grit, acid and fibrous or other foreign matter likely to clog or injure pumps, nozzles or valves.
 - 4.1.1 Specific Gravity 36 Minimum Cetane 45
 - 4.1.2 Flash Point 145 Degrees Maximum Sulphur Content of 15 parts per million
 - 4.1.3 Viscosity At 100 Degrees 30 To 45

5.0 SPECIFICATIONS FOR B20 BIO-DIESEL FUEL

- 5.1 Fuel must meet the ASTM standards of ASTM D 6751 for bio-diesel.

6.0 87 OCTANE UNLEADED GASOLINE

- 6.1 Minimum Octane Rating: $R + M/2 = 87$
 - 6.1.1 (R = Research Octane)
 - 6.1.2 (M = Motor Octane)
- 6.2 All gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines. Must meet or exceed State of Florida specifications.

7.0 **TESTING FOR ADHERENCE TO SPECIFICATIONS**

- 7.1 The State Department of Agriculture will be requested to make a test of the products should there be any questions as to the quality of the products furnished under this agreement.
- 7.2 All fuel must meet or exceed the State of Florida specifications and testing. Contractor will be liable for any fees or charges incurred for testing if the product fails.

8.0 **PRICE CALCULATIONS**

- 8.1 The prices payable under this contract shall be adjusted, upward and downward, in accordance with the changes in published reference prices pre-selected by Alachua County, for this purpose, and shown hereinafter and in accordance with all other provisions of this economic price adjustment clause. The Contractor warrants that the unit prices set forth in this agreement do not include any contingency allowance to cover the possibility of increase(s) in the reference price(s) set forth below.
- 8.2 Price adjustments under this agreement shall be cent for cent with any increase or decrease occurring in the reference price applicable to a particular item (subsequent to the date on which the base reference price is established) with or without prior notice thereof from the Contractor.
- 8.3 The determination of the price payable for each delivery of a particular item of supply shall be accomplished by adding, or subtracting from the base unit price, the difference between the base reference price and the published reference price applicable on the date of delivery.
- 8.4 The firm differential price must include all freight rates plus any applicable fuel surcharges.
- 8.5 The reference price applicable on the date of delivery shall be the pre-selected reference price for the item as first published during the calendar week in which the delivery is made, or in the event there is no publication in that week, it shall be the pre-selected reference price for the item as last previously published.
- 8.6 No upward price adjustment shall be due or apply to items of supply which were required in accordance with contract terms to be delivered prior to the effective date of such upward price adjustment, but delivered subsequent to such effective date unless the Contractor's failure to make earlier delivery results from causes which are beyond the control of and without the fault or negligence of the Contractor, or is the result of an allocation made in accordance with the terms of the allocation clause of this contract.
- 8.7 The Contractor warrants that the prices to be invoiced hereunder for the listed items shall be computed in accordance with these price adjustment provisions.
- 8.8 In the event any applicable published reference price is discontinued or its method of derivation is altered substantially, or it otherwise consistently fails to reflect market conditions, this contract may be amended effective on the date of such reference price is discontinued, altered, or began to consistently fail to reflect market conditions, so substitute a comparable reference price.
- 8.9 The published Average Price(s) will be used to determine the "base reference prices". The market area and publication to be used is as follows:
 - 8.9.1 OPIS - Oil Price Information Service
 - 8.9.2 Base Reference Date (Daily Posting)
 - 8.9.3 Jacksonville, Terminal

9.0 **TAXES**

- 9.1 Taxes shall comprise the applicable Florida Sales tax and County tax per gallon and the federal tax. Should a dispute arise over the correct tax rate or applicable add-on taxes, the State of Florida Department of Revenue will be requested to issue an official position which shall then become final and binding on all parties to the contract.

10.0 **DELIVERY**

- 10.1 Alachua County Public Works Department shall be responsible for calling the Contractor 24-hours prior to needed deliveries. Receiver(s) will check tanks according to markers at destination(s); all markers must be sealed and certified. Should there be a discrepancy, it will be left to the discretion of the receiver to accept or reject the load.
- 10.2 In case of emergency (hurricane, tornado, fire and any other state emergency disaster), all vendor(s) must certify, **NO EXCEPTIONS**, on the Bid Form, they will supply within 24 hours a fuel allocation for county vehicles of at least 16,000 gallons of diesel fuel, and 8,000 gallons of unleaded gasoline.
- 10.3 Delivery locations are stated in Schedule A below.

- 10.4 Bidders are invited to check each location for ease of access, filler size, and any other pertinent data. Contact person for this inspection is Gerald Bailey, Fleet Manager, at 386.462.1975.

10.5

SCHEDULE A DELIVERY LOCATION			
LOCATION	TANK SIZES		COMMENTS
	UNLEADED	DIESEL	
Alachua County Public Works Dept. 5620 NW 120 th Lane; Gainesville, FL	6,000	8,000	None
Alachua County Waste Management (Leveda Brown Environmental Park) 5115 NE 63th Avenue; Gainesville, FL	0	10,000	None
As Needed (Emergency Locations)	Open	Open	Within Alachua County

- 10.6 The vendor will supply the county with a break down by facility, facility address, County in which fuel was purchased from, date purchased, invoice number, facility id, total number of gallons purchase by each facility by type of fuel, (diesel, bio-diesel and unleaded gasoline) on a **monthly** basis.
- 10.7 Invoice needs to reflect breakdown of fuel purchase price fixed fee, and all required taxes and fees as required by the State of Florida, on total number of gallons per invoice. **Vendor MUST submit sample copy of their invoice with the bid submittal.**

11.0 **PICKUP**

- 11.1 **Alachua County's Fleet Fuel Truck**
11.1.1 **Pick up fuel in bulk from vendors location**

10.0 **DESCRIPTION OF GOODS AND SERVICES**

- 10.1 The products to be ordered are described on the pages following **Exhibit A, Part A, Bid Form.**
- 10.2 Any quantities indicated herein are only estimated and the County reserves the option to increase/and or decrease quantities, or delete items as required.
- 10.3 The County reserves the option to add item(s) within the scope of the bid, by accepting a mutually-agreed-upon price or by obtaining such items via the County's regular Procurement Procedures.

11.0 **SUBSTITUTIONS**

- 11.1 Where the specification indicates "or Equal" the Bidder may propose a substitute by indicating the brand name, part number and packaging. However, as specified in General Terms 10 and 11 above, the Bidder is responsible to prove equivalency. Documentation and/or samples must be supplied upon request within 4 days. In the event that the Bidder is awarded the equivalent item, but it is later determined that the item does not meet required standards, in the judgment of the County, the Bidder must bear all costs for return of such goods, and the item will be procured from the next qualified bidder.

12.0 **ANNUAL PRICE ADJUSTMENTS**

- 12.1 Price adjustments (whether an increase or decrease) will be based on the change in the Consumer Price index for the preceding twelve (12) months as calculated and published by the United States Department of Labor.

PART B. AUTOMATED FUELING SYSTEM SERVICES

13.0 **ESTIMATED USAGE**

- 13.1 Ultra Low Sulphur Diesel: Approximately 100,000 Gallons
13.2 Unleaded Regular gasoline: Approximately 61,000 Gallons

14.0 **SIZE OF FLEET REQUIRING ACCESS DEVICES**

- 14.1 300 Automobiles, Fire Trucks, Rescue Units, and other fleet equipment.

15.0 **SPECIFICATIONS FOR #2 DIESEL FUEL**

15.1 GRADE: Diesel fuel oil shall be an all-purpose diesel fuel oil intended for use in all automotive type diesel engines under all normal conditions of service. Must be completely distilled petroleum fuel oil, free from water, grit, acid and fibrous or other foreign matter likely to clog or injure pumps, nozzles or valves. Must meet or exceed State of Florida specifications.

15.1.1	Specific Gravity 36	Minimum Cetane 45
15.1.2	Flash Point 145 Degrees	Maximum Sulphur Content of 15 parts per million
15.1.3	Viscosity At 100 Degrees	30 To 45

16.0 **SPECIFICATIONS 87 OCTANE UNLEADED GASOLINE**

16.1 Minimum Octane Rating: $R + M/2 = 87$

16.1.1 (R = Research Octane)

16.1.2 (M = Motor Octane)

16.2 All gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines. Must meet or exceed State of Florida specifications.

17.0 **TESTING FOR ADHERENCE TO SPECIFICATIONS**

17.1 The State Department of Agriculture will be requested to make a test of the products should there be any questions as to the quality of the products furnished under this agreement.

17.2 All fuel must meet or exceed the State of Florida specifications and testing. Contractor will be liable for any fees or charges incurred for testing if the product fails.

18.0 **DESCRIPTION OF SERVICES**

18.1 Provide an automated dispensing system at the vendor's place of business and any additional satellite locations that will provide regular Unleaded Gasoline and Ultra Low Sulphur Diesel for Alachua County Fleet. The vendor will provide one initial fuel access device (either fuel card or key) for each fleet vehicle that will be fueling at the vendor site. The vendor may invoice the county for additional access devices. All equipment shall remain the property of the vendor.

18.2 Service shall be provided on a 24-hour, 7-day-a-week basis.

18.2.1 Water and compressed air must be available at all proposed sites.

19.0 **EMERGENCY'S**

19.1 In case of emergency (hurricane, tornado, fire and any other state emergency disaster), all vendor(s) must certify, **NO EXCEPTIONS**, on the Bid Form, they will supply within 24 hours a fuel allocation for county vehicles of at least 16,000 gallons of diesel fuel, and 8,000 gallons of unleaded gasoline.

19.2 During emergency situations, where fuel supply is limited or unavailable in the retail market, fuel **will** be made available to County employees at the request of the Fleet Manager. This fuel will be for the purpose of ensuring Alachua County employees can commute to and from work as needed during the emergency situation.

19.2.1 The Fleet Manager must request that fuel be made available to employees.

19.2.2 Fuel will be counted towards Alachua County's emergency allocation for the specific event.

19.2.3 Employee will pay the retail market price for fuel, including all applicable taxes.

19.2.4 Fuel will not be included in any reports provided by vendor to Alachua County for the purpose of accounting or reporting.

19.2.5 Employee must provide Alachua County Identification Badge.

19.2.6 Employee is limited to 10 gallons per day.

19.2.7 Employee must dispense fuel into a single vehicle, no other containers or vehicles will be allowed.

20.0 **PRICE CALCULATIONS**

20.1 The prices shall be calculated as follows:

20.1.1 Laid-in cost plus bid price equals the cost to Alachua County for each U.S. gallon of fuel purchased.

20.1.2 "Laid-in cost" is defined as: Bidder's terminal cost plus bidder's freight cost plus all applicable federal, state, and local sales and usage taxes.

- 20.2 The vendor will supply the county with a breakdown by vehicle/unit number, by facility, facility address, County in which fuel was purchased from, date purchased, invoice number, facility ID and total number of gallons purchase by each facility by type of fuel, (diesel and unleaded gasoline) on a **monthly** basis.
- 20.3 Invoice needs to reflect breakdown of fuel purchase price fixed fee, and all required taxes and fees as required by the State of Florida, on total number of gallons per invoice. **Vendor MUST submit sample copy of their invoice with the bid submittal.**

21.0 **DESCRIPTION OF GOODS AND SERVICES**

- 21.1 The products to be ordered are described on the pages following **Exhibit A. Part B, Bid Form.**
- 21.2 Any quantities indicated herein are only estimated and the County reserves the option to increase/and or decrease quantities, or delete items as required.
- 21.3 The County reserves the option to add item(s) within the scope of the bid, by accepting a mutually -agreed-upon price or by obtaining such items via the County's regular Procurement Procedures.

22.0 **SUBSTITUTIONS**

- 22.1 Where the specification indicates "or Equal" the Bidder may propose a substitute by indicating the brand name, part number and packaging. However, as specified in General Terms 10 and 11 above, the Bidder is responsible to prove equivalency. Documentation and/or samples must be supplied upon request within 4 days. In the event that the Bidder is awarded the equivalent item, but it is later determined that the item does not meet required standards, in the judgment of the County, the Bidder must bear all costs for return of such goods, and the item will be procured from the next qualified bidder.

PART D – BIDDERS CHECK LIST

Bidders may use the boxes to the left to check off items when completed.

The checklist is intended as a reminder for certain important items and is not necessarily a complete list of what must be included in your BID submission.

- ☐ Bid Form (Remember to fill this form out completely) **THIS FORM MUST BE SIGNED.**
- ☐ Acknowledge all Addendum(s) issued with this solicitation. A place to check off acknowledgement is on the bid form.
- ☐ Submit the appropriate number of copies.
- ☐ Include any insurance requirements.
- ☐ Include any bid bonds that may be applicable.
- ☐ Remember to submit your Bid prior to the submittal deadline. It is the vendor's responsibility when using courier services, such as Fed Ex, UPS, etc., to make sure that the bid arrives on time. Please be aware that it may be difficult at times to find parking around the County Administration Building.
LATE BIDS WILL NOT BE CONSIDERED.
- ☐ Make sure that your bid package has been clearly marked and sealed. The bid number and name along with the vendor's company name should be clearly marked on the outside of the envelope.

If you have questions concerning these items or other sections of the bid solicitation please contact the Division of Purchasing for clarification prior to submitting your bid.

BID FORM

BID NUMBER: **19-10: Annual Petroleum Product Purchases**

BID OPENING DATE: **2:00 pm, Wednesday, June 13, 2018**

PLACE OF BID OPENING: Alachua County Division of Purchasing, 3rd Floor
County Administration Building
12 SE 1st Street
Gainesville, Florida, 32601-6983

Vendor: _____ Location: _____

PART A. FIRM BID PRICES FOR GASOLINE(S), DIESEL(S) AND BIO-DIESEL(S)

1. Automated Fuel Level Tracking System.

Automated Fuel Level Tracking System	Monthly Cost Per Tank	\$
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87 OCTANE UNLEADED GASOLINE

2. Current price per gallon of 87 Octane Unleaded Regular Gasoline furnished and delivered to various sites based on transport and tank wagon loads.

Posted OPIS Price	Firm Differential Price Per Gallon \$
Daily average OPIS; Jacksonville, FL; per Gallon; Transport Delivery	

Posted OPIS Price	Firm Differential Price Per Gallon \$
Daily average OPIS; Jacksonville, FL; per Tank Wagon Prices (Metered off) up to 2,150 gallons	

Additional Charges \$	
Pump charges for aboveground tanks	
Demurrage charge	
Split terminal charges	

BID FORM (Cont'd)

BID NUMBER: **19-10 Petroleum Products Purchases and Automated Fueling System Services**

Vendor: _____ Location: _____

ULTRA-LOW SULPHUR DIESEL FUEL

3. Current price per gallon of Ultra-Low Sulphur Diesel Fuel furnished and delivered to various sites based on transport and tank wagon loads.

Posted OPIS Price	Firm Differential Price Per Gallon \$
Daily average OPIS; Jacksonville, FL; per Gallon; Transport Delivery	

Posted OPIS Price	Firm Differential Price Per Gallon \$
Daily average OPIS; Jacksonville, FL; per Tank Wagon Prices (Metered off) up to 2,150 gallons	

Additional Charges \$	
Pump charges for aboveground tanks	
Demurrage charge	
Split terminal charges	

BIO-DIESEL

4. Current price per tank wagon of Bio-Diesel Fuel furnished and delivered to various sites based on transport and tank wagon load.

Price	Firm Differential Price Per Gallon \$
Per Gallon; Transport Delivery	\$

Posted OPIS Price	Firm Differential Price Per Gallon \$
Per Tank Wagon Prices (Metered off) up to 2,150 gallons	\$

Additional Charges \$	
Pump charges for aboveground tanks	
Demurrage charge	
Ancillary (per hour) associated fuel charges	

4. Confirmations: County's Invoice Sample Copy and Emergency Fuel Allocations

Yes No (Circle One To Confirm)	Bidder Must Provide (As An Attachment To The Bid Form) A Sample Copy Of The Printout Information That Will Be Provided To The County At Time Of Invoicing, Circle: Yes or No As Confirmation.
Yes No (Circle One To Confirm)	In case of emergency (hurricane, tornado, fire and any other state emergency disaster), You must certify, NO EXCEPTIONS , you will supply within 24 hours a fuel allocation for county vehicles of at least 16,000 gallons of diesel fuel, and 8,000 gallons of unleaded gasoline, Circle: Yes or No As Confirmation.

BID FORM (Cont'd)BID NUMBER: **19-10 Petroleum Products Purchases and Automated Fueling System Services****PART B. FIRM BID PRICES FOR AUTOMATED FUELING SYSTEM SERVICES**

\$ Bid Amount	Bid Item
	Per U.S. Gallon Above Laid-In Cost For Ultra Low Sulphur Diesel
	Per U.S. Gallon Above Laid-In Cost For Unleaded Regular Gasoline
	Unit Cost For Replacement and/or Duplicate Cards
# Days	Lead Time For Bidder To Start Up This Program And Provide All Users With Cards
Yes No (Circle One To Confirm)	Bidder Must Provide (As An Attachment To The Bid Form) A Sample Copy Of The Printout Information That Will Be Provided To The County At Time Of Invoicing, Circle: Yes or No As Confirmation.
Yes No (Circle One To Confirm)	In case of emergency (hurricane, tornado, fire and any other state emergency disaster), You must certify, NO EXCEPTIONS, you will supply within 24 hours a fuel allocation for county vehicles of at least 16,000 gallons of diesel fuel, and 8,000 gallons of unleaded gasoline, Circle: Yes or No As Confirmation.
Yes No (Circle One To Confirm)	During emergency situations, where fuel supply is limited or unavailable in the retail market, fuel will be made available to County employees at the request of the Fleet Manager. This fuel will be for the purpose of ensuring Alachua County employees can commute to and from work as needed during the emergency situation.

Acknowledge Receipt of Addendum(s) (if applicable circle): #1 Yes No #2 Yes No #3 Yes No #4 Yes No

Bidder: _____ Company: _____

Address: _____

Authorized Signature: _____ Title: _____

Clearly Print Signature: _____ Title: _____

PHONE: _____ FAX: _____ DATE: _____

Email Address: _____

DRUG FREE WORKPLACE

Section 22.09 Competitive Sealed Bidding of the Alachua County Purchasing Code states that in the evaluation of bids, all factors in the bidding process being equal, both as to dollar amount and ability to perform, priority will be given, first, to those vendors certifying a drug-free workplace.

The undersigned vendor in accordance with §287.087, Florida Statute and Section 22.09 of the Alachua County Purchasing Code hereby certifies that

Name of Business

Does:

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 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (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 fully with the above requirements.

Bidder's Signature

Date

PUBLIC RECORD DECLARATION OR CLAIM OF EXEMPTION

As a bidder or proposer, any document you submit to Alachua County may be a public record and be open for personal inspection or copying by any person. In Florida "public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency. Section 119.011, F.S. A document is subject to personal inspection and copying unless it falls under one of the public records exemptions created under Florida law. Please designate what portion of your bid or proposal, if any, qualifies to be exempt from inspection and copying:

(Execute either section I. or II, but not both; bidder may not modify language)

I. NO EXEMPTION FROM PUBLIC RECORDS LAW

No part of the bid or proposal submitted is exempt from disclosure under the Florida public records law, Ch. 119, F.S.

Bidder's Signature

Date

- - - OR - - -

II. EXEMPTION FROM PUBLIC RECORDS LAW AND AGREEMENT TO INDEMNIFY AND DEFEND ALACHUA COUNTY

The following parts of the bid or proposal submitted are exempt from disclosure under the Florida public records law because: (list exempt parts and legal justification. i.e. trade secret):

By claiming that all or part of the bid or proposal is exempt from the public records law, the undersigned bidder or proposer agrees to protect, defend, indemnify and hold the County, its officers, employees and agents free and harmless from and against any and all claims arising out of a request to inspect or copy the bid or proposal. The undersigned bidder or proposer agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent.

Bidder's Signature

Date

**TYPE “E” INSURANCE REQUIREMENTS
“Vendors”**

Vendors shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with products and materials supplied to the County .

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY. (When Vendor Delivers to County Premises)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY. (While Vendor’s Employee(s) are on County Premises)

- A Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.
- B Employer’s Liability limits for not less then \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. OTHER INSURANCE PROVISIONS.

The policies are to contain, or be endorsed to contain, the following provisions:

- A Commercial General Liability and Automobile Liability Coverages
 - 1 The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor.
 - 2 The Vendor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of the Vendor’s insurance and shall be non-contributory.
- B Workers’ Compensation and Employers’ Liability Coverages
 - 1 The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from work performed by the Vendor for the County.
- C All Coverages
 - 1 The Vendor shall provide a Certificate of Insurance to the County with a Thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract or purchase order (original if contact is renewed) or prior.

V. SUBCONTRACTORS

Vendors shall include all subcontractors as insured under its policies. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

The Certificate of Insurance must contain the following:

Department Contact: Gerald Bailey
Department: Public Works, Fleet
Dept. Contact Phone: 352.374.5245
Dept. Contact Email: gbailey@alachuacounty.us
Bid: 19-10: Annual Petroleum Product Purchases