



MANATEE COUNTY FLORIDA

INVITATION FOR BIDS IFB #09-0400BS ADDITIONAL GASOLINE AND DIESEL FUEL

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive sealed bids from individuals, corporations, partnerships, and other legal entities organized under the laws of the State of Florida or authorized to conduct business in the State of Florida.

Manatee County currently has vendors under contract through 7/10/2011. This IFB will establish additional vendors to supply gasoline and diesel fuel to the County and all contracts will expire on 7/10/2011.

TIME AND DUE DATE 02/04/2009 @ 3:00 PM

CONTENTS OF THIS INVITATION FOR BIDS:

| | | |
|----|----------------------------------|--------------|
| A. | Information to Bidders | Pages 2-8 |
| B. | General Terms & Conditions | Pages 9 |
| C. | Specific Terms & Conditions | Pages 10-14 |
| D. | General Requirements & Locations | Pages 15-17 |
| E. | Basis of Award | Page 18 |
| F. | Bid Form | Pages 19-24 |
| | Drug Free Work Place Form | Attachment B |
| | Statement of No Bid | Attachment D |

Important Note: A prohibition of Lobbying has been enacted. Please review paragraph A.20 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:
Bonnie Sietman
Telephone 941.749.3046 Fax 941.749.3034
bonnie.sietman@mymanatee.org

AUTHORIZED TO RELEASE: 

A.01 OPENING LOCATION

These bids will be publicly opened in the Manatee County Purchasing Office, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated. All bidders or their representatives are invited to be present.

A.02 BID INFORMATION AND BID DOCUMENTS

Manatee County Purchasing Division posts **notices of bid or proposal opportunities and addenda** on Purchasing Division's web page at <http://www.mymanatee.org> which can be accessed by clicking on the "Purchasing" button on the left side of the screen and then clicking on the "Bids and Proposals" button and **on the County's document distribution service** at <http://www.demandstar.com>.

Electronic copies of Bid or Proposal documents may be requested at no cost per Florida Statue 119.01 (20 (2)). These files in PDF format may be obtained by calling the person or persons identified to contact on page one.

A fee may be charged for creating a CD recording or printed copy of the documents requested. Cost details shall be provided when you specify the format.

The **documents are available in portable document format (.PDF) files** which you may view and print using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Onvia DemandStar provides direct electronic distribution or email/fax notices of the agency's formal bid or proposal opportunities, at no charge. The distribution lists provided by this service are supplemental by the County.

Vendors may choose to download individual documents from DemandStar for a download fee posted on that services website. Vendors may contact DemandStar regarding an agency level subscription option that allows vendors to download bid documents and transact business with any one (1) agency for free. If a vendor chooses to increase the number of agencies beyond their single agency.

Documents may be purchased from DemandStar. The cost for copies of documents purchased from Onvia DemandStar is established per document and the cost information is published as part of the specific Proposal detail, subsection "Pre Bid Conference" on the Onvia DemandStar web pages.

Award Document/Recommendations appear on the Onvia DemandStar web page.

Notices on Source Selection appear on the Onvia DemandStar webpage and the County's web page (Financial Management – Purchasing Division).

Onvia DemandStar may be directly contacted at <http://demandstar.com> or by calling 800-331-5537, if you have any questions.

SECTION 00010
INFORMATION TO BIDDERS (continued)

NOTICE: AUTOMATED NOTICES OF ADDENDA ARE ISSUED ONLY VIA THE ONVIA DEMANDSTAR "PLANHOLDER" DISTRIBUTION SYSTEM.

IF YOU OBTAIN A COPY OF THIS BID OR PROPOSAL DOCUMENT FROM OTHER THAN REGISTERING WITH ONVIA DEMANDSTAR WEB SERVICE FOR THE SPECIFIC BID – YOU SHALL NOT RECEIVE AUTOMATED NOTIFICATIONS OF ADDENDA.

IT IS THE RESPONSIBILITY OF EACH BIDDER, PRIOR TO SUBMITTING THEIR BID OR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR BID OR PROPOSAL.

A.03 BID FORM DELIVERY REQUIREMENTS

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their bid delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Purchasing Office. Bids delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the bidder's request and expense.

A.04 CLARIFICATION & ADDENDA

Each bidder shall examine all Invitation for Bids documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Invitation for Bids shall be made through the Manatee County Purchasing Office. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda are issued to this Invitation for Bids, the County will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting their bid, to contact the Manatee County Purchasing Office (see contact on page 1) to determine if addenda were issued and to make such addenda a part of their bid.

A.05 SEALED & MARKED

Three signed copies of your bid shall be submitted in one sealed package, clearly marked on the outside "Sealed Bid #09-0400BS – Additional Gasoline and Diesel Fuel with your company name. Address package to:

Bonnie Sietman, Buyer
Manatee County Purchasing Office
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

A.06 LEGAL NAME

Bids shall clearly indicate the legal name, address and telephone number of the bidder. Bids shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the bidder to the submitted bid.

A.07 BID EXPENSES

All expenses for making bids to the County are to be borne by the bidder.

A.08 IRREVOCABLE OFFER

Any bid may be withdrawn up until the date and time set for opening of the bid. Any bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a period of 90 days to sell to Manatee County the goods or services set forth in the attached specifications until one or more of the bids have been duly accepted by the County.

A.09 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received by the first submission date may or may not be rejected by the County depending on available competition and current needs of the County. For each item or for all items combined, the bid of the lowest responsive, responsible bidder will be accepted, unless all bids are rejected. The lowest responsible bidder shall mean that bidder who makes the lowest bid to sell goods and/or services of a quality which conforms closest to or most exceeds the quality of goods and/or services set forth in the attached specifications or otherwise required by the County, and who is fit and capable to perform the bid as made.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the Invitation for Bids. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to deliver the goods or service requested. Information the County deems necessary to make this determination shall be provided by the bidder. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.

A.10 APPLICABLE LAWS

Bidder must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any

A.10 APPLICABLE LAWS (continued)

resulting agreement. Any involvement with Manatee County shall be in accordance with Manatee County Purchasing Code Ordinance 99-37. A protest with respect to this Invitation for Bids shall be submitted in writing prior to the scheduled opening date of this bid, unless the aggrieved person did not know and could not have been reasonably expected to have knowledge of the fact giving rise to such protest prior to the scheduled opening date of this bid. Any protest shall be submitted within seven calendar days after such aggrieved person knows or could have reasonably been expected to know of the facts giving rise thereto.

A.11 CODE OF ETHICS

With respect to this bid, if any bid violates or any bidder is a party to a violation of the Code of Ethics of Manatee County Purchasing Code Ordinance 99-37, Article 3, Ethics in Public Contracting, and/or Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Manatee County.

A.12 COLLUSION

By offering a submission to this Invitation for Bids, the bidder certifies that the bidder has not divulged, discussed or compared their bid with other bidders, and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to their own organization, that in connection with this bid:

- a. any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor;
- b. any prices and/or cost data quoted for this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder, prior to the scheduled opening, directly or indirectly to any other bidder or to any competitor;
- c. no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- d. the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

A.13 BID FORMS

Bids must be submitted on attached County forms, although additional pages may be attached. Bidders must fully comply with all bid specifications, terms and conditions. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

A.14 DISCOUNTS

Any and all discounts must be incorporated in the prices contained in the bid; and not shown separately. The prices as shown on the bid form shall be the price used in determining award(s).

A.15 TAXES

Manatee County is exempt from Federal Excise and State Sales Taxes. (F.E.T. Exempt Cert. No. 59-78-0089K; FL Sales Tax Exempt Cert. No. 85-8012622206C-6); therefore, the vendor is prohibited from delineating a separate line item in his bid for any sales or service taxes. Nothing herein shall affect the vendor's normal tax liability.

A.16 MATHEMATICAL ERRORS

The posted OPIS (Oil Price Information Service Report) Direct Net Clear or Net Distillate Fuels Pricing Base as selected by the vendor, at the time of loading the product for delivery, shall be verified. The stated fixed markup per gallon and the fixed cost of transportation shall prevail in all calculations.

A.17 DESCRIPTIVE INFORMATION

Unless otherwise specifically provided in the specifications, all equipment, materials and articles incorporated in the work covered by this contract shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition.

A.18 MODIFICATION OF BID SPECIFICATIONS

If a bidder wishes to recommend changes to the bid specifications, the bidder shall furnish in writing, data and information necessary to aid the County in evaluating the request to modify the bid specifications. The County is not obligated to make any changes to the bid specifications. Unless an addendum is issued as outlined in paragraph A.04, six calendar days prior to the opening date of this bid, the bid specifications shall remain unaltered. **Bidders must fully comply with the bid specifications, terms, and conditions.**

A.19 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for an **Information Conference** or **Bid Opening** should contact the person named on the first page of this Bid document at least twenty four (24) hours in advance of either activity.

A.20 LOBBYING

After the issuance of any Request for Proposals or Invitation for Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals or Invitation for Bids with any officer, agent or employee of Manatee County other than the Purchasing Director or as directed in the Request for Proposals or Invitation for Bids. This prohibition begins with the issuance of any Request for Proposals or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Purchasing code.

The County reserves the right to amend or to add to the names listed as persons to contact. All amendments or additions to the names listed as persons to contact shall be issued by the Purchasing Office, in writing.

A.21 DRUG FREE WORK PLACE

The Manatee County Board of County Commissioners adopted a policy regarding Bidders maintaining a Drug Free Work Place, prohibiting the award of bids to any person or entity that has not submitted written certification to the County that it has complied with those requirements [Reference Resolution R-93-22, Manatee County Purchasing Policies, Section 4, E (1) (a)]. A Drug Free Work Place Certification Form is attached to this bid for this purpose.

A.22 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or 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 (as of 1/01/2005 is \$25,000) for a period of 36 months from the date of being placed on the convicted vendor list.

A.23 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

In accordance with Manatee County Purchasing Code 99-37, Article 6, Manatee County Board of County Commissioners adopted a policy prohibiting the award of County contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the County that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. A Non-Conviction Certification Form is attached to this bid for this purpose.

A.24 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this advertisement and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

NOTE: ANY OR ALL STATEMENTS CONTAINED IN THE FOLLOWING SECTIONS: GENERAL TERMS AND CONDITINS, SPECIFIC TERMS AND CONDITIONS, SPECIFICATIONS OR BASIS OF AWARD, WHICH VARY FROM THE INFORMATION TO BIDDERS, SHALL HAVE PRECEDENCE.

GENERAL TERMS AND CONDITIONS

B.01 CONTRACT FORMS

The agreement resulting from the acceptance of a bid shall be made by a purchase order and be bound by the terms and conditions herein.

B.02 AUTHORIZED PRODUCT REPRESENTATION

The vendor, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. The vendor's failure to perform accordingly may, in the County's sole discretion, be deemed a breach of contract, and shall constitute grounds for the County's immediate termination of the contract.

B.03 QUALITY GUARANTEE

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. Also, the vendor shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event the supplier defaults and court action is required.

B.04 ROYALTIES AND PATENTS

The vendor shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services he is furnishing. Vendor shall defend all suits or claims for infringement of any patent, trademark or copyright, and shall save the County harmless from loss on account thereof, including costs and attorney's fees.

B.05 INDEMNIFICATION

The successful vendor covenants and agrees to indemnify and save harmless the County, its agents and employees, from and against all claims, suits, actions, damages, causes of action, or judgments arising out of the terms of the resulting agreement for any personal injury, loss of life, or damage to the property sustained as a result of the performance or non-performance of services or delivery of goods; from and against any orders, judgments, or decrees, which may be entered against the County, its agents or employees; and from and against all costs, attorney's fees, expenses and other liabilities incurred in the defense of any such claim, suit or action, and the investigation thereof. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute Section 768.28.

B.06 REGULATIONS

It shall be the responsibility of the bidder to assure compliance with any OSHA, EPA and/or other Federal or State of Florida rules, regulations or other requirements, as each may apply.

SPECIFIC TERMS & CONDITIONS

C.01 PURPOSE

The purpose of this Invitation for Bids is to establish **multiple sources for the purchase of gasoline and diesel fuel on an annual basis on an "AS REQUIRED BASIS"** (in addition to three existing suppliers; all purchase orders will have a common expiration date of 7/10/2011).

C.02 PRICING BASE and BID PRICING

Bidders are to select a Pricing Base that is published daily for each product from the TAMPA, FL**OPIS Direct Net for Clear or Distillate Fuel Prices** posted notice. (A list of potential Pricing Base sources is listed in the Minimum Technical Specifications, General Requirements on Page 15).

The Bid Price is to be based on the Bidder selected Pricing Base per gallon at the time of the product loading for delivery, plus fixed markup expressed as currency, and a fixed transportation cost.

Regulated petroleum inspection fees, plus applicable Federal, State of Florida, or local option road use taxes shall be added at time of invoicing. No other charges shall be accepted.

EXAMPLE: Pricing Base selected: VALERO
Product Loaded on December 30, 2008 AM for delivery December 30, 2008 PM

| | |
|--|------------------|
| VALERO Unbranded – Unleaded – Grade 87 | \$0.9893/Gal |
| Fixed Bid Markup per gallon | .0040/Gal |
| Fixed Bid Transportation Cost | <u>.0010/Gal</u> |
| Total Delivered Price per Gallon: | \$0.9943/Gal |

C.03 ORDERS

Manatee County will issue Blanket Purchase Orders as a result of the bid. The assigned Blanket Purchase Order number, when accompanied by a valid Release Order number provided by the County's Fuel Division, shall be used to authorize purchases on an "AS REQUIRED BASIS". The typical cycle for purchase vary by product and quantity; however most purchases occur on a weekly basis.

C.04 INVOICES AND DOCUMENTATION

Each invoice must state both **Blanket Purchase Order number**, the specific **Release Order number** and shall be documented with a copy of the TAMPA, FL **OPIS Direct Net for Clear or Distillate Fuel Prices**, showing the rate(s) at the time of loading the product for delivery.

C.05 QUANTITIES

The exact quantities of the required fuels cannot be determined at this time, but an estimated annual usage is stated. The multiple awards shall distribute the actual orders among numerous vendors based on product availability, maintaining an established pattern of purchases to support multiple sources for allocations of fuel during periods of shortages, and pricing.

In the event of nationwide or local shortages, the awarded vendors agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

C.06 DELIVERY TIME

The F.O.B. point shall be destination. The prices bid shall include all cost of packaging, transporting, delivery and unloading to designated point(s) within Manatee County.

Deliveries must be made within twenty-four hours after receipt of a Release Order (verbal or written).

All deliveries shall require documentation of the quantity of fuel delivered. Seller shall provide a separate delivery ticket/bill of lading for each delivery **and** fax a copy of the delivery ticket/bill of lading to Fuel Services at 941-708-7512 for County verification. Actual delivery address(s) shall be identified at time of order.

The County's preference is delivery made by vehicles equipped with meters. Transporters without meters shall require supplier to use the "pole immersion method".

C.07 RENEWAL AND TERMINATION

If not canceled by the Vendor or the County, the awarded Blanket Purchase Orders shall be automatically renewed beyond the first contract (in addition to three (3) existing suppliers; all purchase orders will have a common expiration date of 7/10/2011) providing there are no changes of prices, terms or conditions.

Written notice of intention not to renew must be submitted by the County or Vendor choosing not to exercise this automatic renewal ninety (90) days prior to the end of the current contract period.

C.08 CANCELLATION

Both parties agree that any award made as a result of this bid may be canceled by the vendor upon 90 days written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with prices bid, any quantity of fuel during this 90 day interim provided the County requests delivery during this period.

The County reserves the right to terminate a contract by giving 30 days written notice of intention to terminate if at any time the vendor 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, with or without cause.

C.09 PAYMENT

Within thirty (30) days after delivery by the vendor, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Payment invoices must indicate **BOTH** the Blanket Purchase Order number and the Release Order number.

C.10 WARRANTY, MAINTENANCE SERVICE AND SUPPORT

If any product/service delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed in this bid, the vendor(s) shall pick up the product from the County at no expense to the County. Also, the vendor(s) shall refund to Manatee County any money which has been paid for same. The vendor will be responsible for attorney fees in the event supplier defaults and court action is required.

C.11 INSURANCE

The vendor will not commence work under a contract until the vendor has obtained all insurance under this section and such insurance coverage as might be required by the County. The vendor shall obtain, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

a. Workers' Compensation/Employers' Liability

Part One - There shall be no maximum limit (other than as limited by the applicable statute) for liability imposed by Florida Workers' Compensation Act or any other coverage required by the contract documents which are customarily insured under Part One of the standard Workers' Compensation Policy.

Part Two - The minimum amount of coverage for the coverage required by the contract documents which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

| | |
|------------------|-------------------------|
| <u>\$100,000</u> | (Each Accident) |
| <u>\$500,000</u> | (Disease-Policy Limit) |
| <u>\$100,000</u> | (Disease-Each Employee) |

b. Commercial General Liability

The limits are to be applicable only to work performed under this contract and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 03) to a Commercial General Liability Policy with the following minimum limits.

| | |
|---|------------------|
| Products/Completed Operations Aggregate | <u>\$300,000</u> |
| Personal and Advertising Injury | <u>\$300,000</u> |
| Each Occurrence | <u>\$300,000</u> |
| Fire Damage (Any One Fire) | \$ Nil |
| Medical Expense (Any One Person) | \$ Nil |

C.11 INSURANCE (continued)

c. Business Auto Policy

| | |
|--|------------------|
| Each Occurrence Bodily Injury and Property Damage Liability Combined | <u>\$300,000</u> |
| Annual Aggregate (If Applicable) Three Times Each Occurrence Limit | |

d. Owners Protective Liability Coverage

The minimum OPC Policy limits per occurrence and, if subject to an aggregate, annual aggregate to be provided by the bidder(s) shall be the same as the amounts shown above as the minimum per occurrence and general policy aggregate limits respectively required for the Commercial General Liability coverage. The limits afforded by the OPC Policy and any excess policies shall apply only to the Owner and the Owner's officials, officers, agents and employees and only to claims arising out of or in connection with the work under this contract.

e. Certifications of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified in the above paragraphs shall be filed with the Purchasing Manager before operations are begun. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the bid number, project title and location of project. Insurance shall remain in force at least one year after completion and acceptance of the project by the County, in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The successful vendor shall name Manatee County as additional insured in items b. and d. of the required policies.

If the initial insurance expires prior to the completion of operations and/or services by the vendor, renewal certificates of insurance and required copies of policies shall be furnished by the vendor and delivered to the Purchasing Director thirty (30) days prior to the date of their expiration.

Nothing herein shall in any manner create any liability of the County in connection with any claim against the vendor for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the vendor or his sureties to the County or to any workers, suppliers, material men or employees.

C.12 MATERIAL/SAFETY DATA SHEET

It shall be the responsibility of the awarded bidder(s) to submit, upon notification of award, a Material Safety Data Sheet (MSDS) for all toxic substances in accordance with Florida Statutes Chapter 442, The Right To Know Law, which mandates on-site MSDS for all toxic substances appearing in the work place.

C.13 CONDITIONS FOR FIRST PRIORITY SERVICE

Vendor agrees that in Conditions when a local Emergency has been declared by the County OR Petroleum Product are subject to Allocations based on Regional or National Supply, that Manatee County shall be granted a "first priority" basis for goods and services.

Vendor shall furnish the County with twenty-four (24) hour phone number(s) in the event of such conditions.

MINIMUM TECHNICAL SPECIFICATIONSGENERAL REQUIREMENTS

All Gasoline and Diesel Fuel purchased and delivered against this contract(s) shall be Unbranded.

GASOLINE: Regular Unleaded
Premium
Unleaded w/10% ethanol
Premium w/10% ethanol

DIESEL: #2 Diesel, Ultra Low Sulfur, (ASTM D975 with sulfur reduced to 15PPM)

DELIVERIES: Full Transport Tankers (5,000 to 8,500 gallon)
Tank Wagons (approximate 100 to 4,900 gallons)

ESTIMATED ANNUAL GALLONS

The exact quantities of the required fuels cannot be determined at this time, but an estimated annual usage is stated.

The multiple awards shall distribute the actual orders among numerous vendors based on product availability, maintaining an established pattern of purchases to support multiple sources for allocations of fuel during periods of shortages, and pricing.

ACCEPTABLE PRICING BASE SOURCES:

Acceptable Pricing Base sources for unbranded fuels are the Daily Posted Pricing as TAMPA, FL **OPIS DIRECT NET FOR CLEAR OR DISTILLATE FUEL PRICES** as follows:

| | |
|-----------------------|------------------------|
| BP | Shell |
| Chevron | Sunoco |
| CITGO | Texaco-Chevron |
| Colonial | Texaco-Shell |
| Flint Hills Resources | Trans Mont |
| Exxon-Mobile | Valero |
| Hess | Unbranded Low Rack |
| Marathon | Unbranded High Rack |
| Murphy | Unbranded Rack Average |
| Mystik | |

New sources for the Pricing Base may be considered; however, a documented Third Party Posting of Prices as required in Section C.02, Pricing Base and Bid Pricing must be established.

FUEL DISPENSING LOCATIONS

ALL TANKS LISTED ARE UNDERGROUND (UST) OR ABOVEGROUND (AST)

| SITE NAME | SITE ADDRESS | TANK GALLON CAPACITY | FUEL TYPE |
|------------------|---------------------------------|-----------------------------|------------------|
| FLEET | 1108 26 TH Ave. East | 20,000 UST | PREMIUM |
| FLEET | 1108 26 TH Ave East | 30,000 UST | DIESEL |
| FLEET | 1108 26 TH Ave East | 30,000 UST | UNLEADED |
| UTILITITES | 4601 66 TH St West | 10,000 AST | UNLEADED |
| UTILITITES | 4601 66 TH St West | 10,000 AST | DIESEL |
| BAYSHORE | 2003 Bay Dr West | 5,000 AST | UNLEADED |
| BAYSHORE | 2003 Bay Dr West | 5,000 AST | DIESEL |
| MYAKKA | 36650 Arcadia Ave | 3,000 AST | PREMIUM |
| MYAKKA | 36650 Arcadia Ave | 7,000 AST | DIESEL |
| PARISH | 12132 US Hwy 301 North | 5,000 AST | UNLEADED |
| PARISH | 12132US Hwy 30 North | 10,000 AST | DIESEL |
| LANDFILL | 3333 Lena Rd | 5,000 AST | UNLEADED |
| LANDFILL | 3333 Lena Rd | 15,000 AST | DIESEL |
| DAM | 17915 Waterline Rd | 6,000 AST | UNLEADED |
| DAM | 17915 Waterline Rd | 4,000 AST | DIESEL |
| JAIL | 14490 Harlee Rd Port of Manatee | 7,000 AST | UNLEADED |
| JAIL | 14490 Harlee Rd Port of Manatee | 3,000 AST | DIESEL |

Locations may be added or deleted as required by the County.

STATIC TANK LOCATIONS

| <u>TANK NO.</u> | <u>STATIC TANKS ADDRESS/ FACILITY NAME</u> | <u>GALLON CAPACITY</u> | <u>FUEL TYPE</u> |
|-----------------|---|------------------------|------------------|
| 43 | 5550 Lakewood Ranch | 500 | Diesel |
| 44 | 7665 Spencer Parrish Road -- (Pump Station.) | 2,000 | Diesel |
| 45 | 14695 Waterline Road -- Reclaim Pump Station | 3,000 | Diesel |
| 46 | 3521 63rd Ave. East -- Reclaim Pump Station | 4,000 | Diesel |
| 47 | 1009 4th Ave. West -- Telecom | 1,000 | Diesel |
| 50 | 5160 65th St. W. -- behind Golf Course | 500 | Premium. |
| 51 | 5160 65th St. W. -- behind Golf Course | 500 | Diesel |
| 52 | 6600 Erie Rd. -- Buffalo Cr. GC | 500 | Premium |
| 53 | 6600 Erie Rd. -- Buffalo Cr. GC | 500 | Diesel |
| 54 | 75th St. Palma Sola Ball field | 275 | Diesel |
| 55 | 5502 33rd Ave. W. -- GTBray | 275 | Diesel |
| 56 | 2112 14th Blackstone -- Palmetto | 275 | Diesel |
| 57 | 1100 26th Ave East -- Fleet Garage | 1,000 | Diesel |
| 58 | 819 US 301 Blvd. West --Tax Collector | 500 | Diesel |
| 59 | Buffalo Creek Park -- 7550 69th St. East | 500 | Diesel |
| 60 | 12405 44th Ave. East -- Pope Road Master Lift Station | 3,000 | Diesel |
| 61 | 1311 41st Ave. North -- Tidevue -- Ellenton | 1,060 | Diesel |
| 62 | 6600 Erie Rd. -- NCWWTP | 12,000 | Diesel |
| 65 | 14700 The Master Ave. -- Lift Station in Lakewood Ranch | 2,000 | Diesel |
| 66 | 5100 65th St. W -- SWWWTP | 8,000 | Diesel |
| 67 | 5100 65th St. W -- SWWWTP | 8,000 | Diesel |
| 68 | Jackson Rd. 23rd/73rd St. -- N1B -- Palmetto | 1,060 | Diesel |
| 69 | 5621 39th St. E. -- 39-A | 2,000 | Diesel |
| 71 | 2003 Bay Drive -- 12-A | 1,060 | Diesel |
| 72 | 4300 Gulf Drive -- #5 | 1,060 | Diesel |
| 73 | 112 63rd Ave. E. -- 13-A | 1,060 | Diesel |
| 74 | 2420 53rd Ave. W. -- 27-A | 1,060 | Diesel |
| 75 | 1911 51st St. W. -- #1-D | 1,060 | Diesel |
| 76 | 8720 44th Ave. W. -- #1-M | 1,060 | Diesel |
| 77 | Clubhouse Drive Rd. and Lakewood Ranch Blvd. | 2,000 | Diesel |
| 78 | 3331 Lena Road -- SEWWTP | 8,000 | Diesel |
| 79 | 3331 Lena Road -- SEWWTP | 8,000 | Diesel |
| 84 | 17915 Waterline Road. -- Fresh WTP | 500 | Diesel |
| 85 | 4825 44th Ave. E. -- Elwood 1 | 13,000 | Diesel |
| 86 | 17915 Waterline -- Road Fresh WTP | 10,000 | Diesel |
| 87 | 17915 Waterline Road. -- Fresh WTP | 20,000 | Diesel |
| 88 | 2101 47th Terrace -- Public Safety Bld. | 8,000 | Diesel |
| 89 | 2101 47th Terrace -- Public Safety Bld. | 8,000 | Diesel |
| 90 | County Admin Bld. -- 1112 Manatee Ave. W. | 8,000 | Diesel |
| 91 | Gevity Building -- 600 US 301 Blvd West | 5,000 | Diesel |
| 92 | 1115 Manatee Ave. West- Judicial Center | 9,000 | Diesel |
| 93 | Health Department -- 410 6th Ave. E. | 500 | Diesel |
| 94 | Stockade -- 14490 Harlee Rd. | 2,000 | Diesel |
| 95 | Central Jail -- 14490 Harlee Road. | 15,000 | Diesel |

Locations may be added or deleted as required by the County.

D.01 BASIS OF AWARD

Multiple Awards shall be made to the responsive, responsible bidders accepting the terms and conditions of this Invitation for Bids and which meet the specifications therein. Orders shall be made on an "AS REQUIRED BASIS".

Selection of which awarded vendor(s) will receive an order shall be based on product availability, while maintaining an established pattern of purchases to support multiple sources for allocation of fuel during periods of shortages and pricing.

The County shall maintain a pattern of orders to insure multiple sources of fuel in the event of nationwide or local shortages.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

BID FORM
(Submit in Triplicate)

TO: Manatee County Purchasing
1112 Manatee Avenue West
Bradenton, Florida 34205

RE: **IFB#09-0400BS –Additional Gasoline & Diesel Fuel**

Delivery shall be made not more than 24 Hours after receipt of Purchase Order or execution of Contract.

1. GASOLINE: - Transport Loads Regular – Unleaded:

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 610,000 gallons

2. GASOLINE: - Tank Wagon Loads Regular - Unleaded:

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 320,000 gallons

The County shall maintain a pattern of orders to insure multiple sources of fuel in the event of nationwide or local shortages.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

| |
|--|
| <p><u>EMERGENCY CONTACT</u></p> <p>Emergency Contact Person: _____</p> <p>Telephone Number: _____ Cell Phone No.: _____</p> <p>Residence Telephone No.: _____</p> |
|--|

COMPANY NAME: _____

RE: **IFB#09-0400BS – Additional Gasoline & Diesel Fuel**

Delivery shall be made not more than 24 Hours after receipt of Purchase Order or execution of Contract.

3. GASOLINE: Transport Loads Premium

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 100,000 gallons

4. GASOLINE: Tank Wagon Loads Premium

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 124,000 gallons

The County shall maintain a pattern of orders to insure multiple sources of fuel in the event of nationwide or local shortages.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

| |
|--|
| <p><u>EMERGENCY CONTACT</u></p> <p>Emergency Contact Person: _____</p> <p>Telephone Number: _____ Cell Phone No.: _____</p> <p>Residence Telephone No.: _____</p> |
|--|

COMPANY NAME: _____

RE: **IFB#09-0400BS - Additional Gasoline & Diesel Fuel**

Delivery shall be made not more than 24 Hours after receipt of Purchase Order or execution of Contract.

5. GASOLINE: Transport Loads Unleaded w/10% Ethanol

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 150,000 gallons

6. GASOLINE: Tank Wagon Loads Unleaded w/10% Ethanol

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 52,000 gallons

The County shall maintain a pattern of orders to insure multiple sources of fuel in the event of nationwide or local shortages.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone No.: _____

Residence Telephone No.: _____

COMPANY NAME: _____

RE: IFB#09-0400BS - Additional Gasoline & Diesel Fuel

Delivery shall be made not more than 24 Hours after receipt of Purchase Order or execution of Contract

7. GASOLINE: Transport Loads Premium w/10% Ethanol

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 300,000 gallons

8. GASOLINE: Tank Wagon Loads Premium w/10% Ethanol

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 102,000 gallons

The County shall maintain a pattern of orders to insure multiple sources of fuel in the event of nationwide or local shortages.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone No.: _____

Residence Telephone No.: _____

COMPANY NAME: _____

RE: IFB#09-0400BS – Additional Gasoline & Diesel Fuel

Delivery shall be made not more than 24 Hours after receipt of Purchase Order or execution of Contract

9. DIESEL: Transport Loads #2 Diesel w/ultra low sulfur

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 750,000 gallons

10. DIESEL: Tank Wagon Loads #2 Diesel w/ultra low sulfur

Pricing Base Source: (name) _____ (see page 15)

Fixed Markup cost per gallon: \$_____. Fixed Transportation cost per gallon: \$_____.

Estimated Annual Use for this fuel: 296,000 gallons

The County shall maintain a pattern of orders to insure multiple sources of fuel in the event of nationwide or local shortages.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

| |
|--|
| <p><u>EMERGENCY CONTACT</u></p> <p>Emergency Contact Person: _____</p> <p>Telephone Number: _____ Cell Phone No.: _____</p> <p>Residence Telephone No.: _____</p> |
|--|

COMPANY NAME: _____

RE: **IFB#09-0400BS – Additional Gasoline and Diesel Fuel**

We, the undersigned, hereby declare that we have carefully reviewed the bid documents, and with full knowledge and understanding of the aforementioned herewith submit this bid, meeting each and every specification, term and condition contained in this Invitation for Bids.

As a condition of acceptance of an award from the County, the awarded vendor(s) shall agree as a condition of the award to furnish the same percentage of product as may be furnished to any other purchaser providing that such agreement shall not contravene regulations which may be established by the Government of the United States.

We understand that this bid specifications, terms and conditions in their entirety shall be made a part of any agreement or contract between Manatee County and the successful bidder. Failure to comply shall result in contract default, whereupon, the defaulting vendor shall be required to pay for any and all re-procurement costs, damages, and attorney fees as incurred by the County.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

(Print Name & Title of Signer)

DATE: _____

COMPANY ADDRESS: _____

TEL. NO.: _____ FAX NO.: _____

FEIN NO.: _____

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone No.: _____

Residence Telephone No.: _____

COMPANY NAME: _____

Attachment "B"

SECTION 00491

Drug Free Work Place Certification

SWORN STATEMENT PURSUANT TO SECTION 6-101(7)(B),
MANATEE COUNTY PURCHASING CODE, ON DRUG FREE WORK PLACES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____ [print individual's name and title]

_____ for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it will provide a drug free work place by:

(1) providing a written statement to each employee notifying such employee that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined by 893.02(4), Florida Statutes, as the same may be amended from time to time, in the person's or entity's work place is prohibited specifying the actions that will be taken against employees for violation of such prohibition. Such written statement shall inform employees about:

- (i) the dangers of drug abuse in the work place;
- (ii) the person's or entity's policy of maintaining a drug free environment at all its work places, including but not limited to all locations where employees perform any task relating to any portion of such contract, business transaction or grant;
- (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) the penalties that may be imposed upon employees for drug abuse violations.

(2) Requiring the employee to sign a copy of such written statement to acknowledge his or her receipt of same and advice as to the specifics of such policy. Such person or entity shall retain the statements signed by its employees. Such person or entity shall also post in a prominent place at all of its work places a written statement of its policy containing the foregoing elements (i) through (iv).

(3) Notifying the employee in the statement required by subsection (1) that as a condition of employment the employee will:

- (i) abide by the terms of the statement; and
- (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the work place no later than five (5) days after such a conviction.

(4) Notifying the County within ten (10) days after receiving notice under subsection (3) from an employee or otherwise receiving actual notice of such conviction.

(5) Imposing appropriate personnel action against such employee up to and including termination; or requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(6) Making a good faith effort to continue to maintain a drug free work place through implementation of sections (1) through (5) stated above.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT:

- (1) Such person or entity has made false certification.
- (2) Such person or entity violates such certification by failing to carry out the requirements of sections (1), (2), (3), (4), (5), or (6) or subsection 3-101(7)(B); or
- (3) Such a number of employees of such person or entity have been convicted of violations occurring in the work place as to indicate that such person or entity has failed to make a good faith effort to provide a drug free work place as required by subsection 3-101(7)(B).

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by.

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

ATTACHMENT "D"

STATEMENT OF NO BID

If you do not intend to bid please return this form immediately to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, Florida 34205

We, the undersigned, have declined to bid on _____, for the following reason(s):

- ___ Specifications too restrictive, i.e., geared toward one brand or manufacturer.
___ Insufficient time to respond
___ We do not offer this product or service
___ Our schedule would not permit us to perform
___ Unable to meet specifications
___ Unable to meet Bond requirement
___ Specifications unclear (explain below)
___ Unable to meet insurance requirements
___ Remove us from your "Bidders List"
___ Other (specify below)

REMARKS

We understand that if we do not submit a Bid and this Statement of No Bid is not executed and returned, our name may be deleted from your Bidders List for this commodity or service.

Company Name: _____

Company Address: _____

Telephone: _____

Date: _____

Signature: _____

(Print or type name and title of above signer)