



**INVITATION FOR BID  
IFB 17-1203BLS  
Gasoline and Diesel Fuel**

Manatee County, a political subdivision of the State of Florida, (hereinafter "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.

All clarification requests are to be directed to the contact person listed at the bottom of this page.

**DEADLINE FOR CLARIFICATION REQUESTS:**      **3:00PM on May 12, 2017**  
Reference Bid Article A.09

**BID OPENING TIME AND DATE DUE:**                      **3:00PM on May 22, 2017**

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**FOR INFORMATION CONTACT:**

Bonnie Sietman, Sr. Buyer  
(941) 749-3046 x3046  
[bonnie.sietman@mymanatee.org](mailto:bonnie.sietman@mymanatee.org)  
Manatee County Financial Management Department  
Procurement Division

AUTHORIZED FOR RELEASE: 

**SECTION A**  
**INFORMATION TO BIDDERS**

**A.01 OPENING LOCATION**

Sealed bids will be **publicly opened** at the **Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, Florida 34205** in the presence of County officials at the time and date stated, or soon thereafter. All bidders or their representatives are invited to attend the sealed bid opening.

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 Procurement Division** for receipt on or before the stated time and date. Bidder shall be solely and strictly responsible for its timely delivery to the Procurement Division. Bids delayed by mail, courier, or bids delayed for any other reason, 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.02 SEALED & MARKED**

Bids shall be submitted in **duplicate, one original (marked Original) and one copy/copies (marked Copy)** of your **signed bid** shall be submitted in one **sealed package**, clearly marked on the outside "**Sealed Bid 17-1203BLS Gasoline and Diesel Fuel**" along with your company name.

For your convenience, a mailing label is provided with this Invitation for Bid or you may address the package as follows:

Manatee County Procurement Division  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205  
Sealed Bid 17-1203BLS Gasoline and Diesel Fuel

All blank spaces on the bid form must be filled in as noted with amounts extended and totaled and no modifications shall be made in the wording of the forms or in the items thereupon. In the event an edit is made in your submittal, the bidder shall write its initials by the change. Any bid may be rejected which contains any omissions, alterations, irregularities of any kind, or which in any manner fail to conform to the requirements of this IFB.

A bid made by an individual, either in his/her own or proper person or under a trade or firm name, shall be executed under the individual's signature. If made by a partnership, the bid shall be executed by two or more of the general partners. If made by a corporation, the bid shall be executed by its President or other legally authorized corporate officer or agent.

**A.03 BID FORMS**

Bids must be submitted on the provided forms, although additional pages may be attached. **Bidders must fully complete all pages of the Bid Forms. Bid Forms must be executed by an authorized signatory who has the legal authority to make the bid and bind the company. Bidders must fully comply with all requirements of this IFB in its entirety.** Failure to comply shall result in bidder being deemed nonresponsive.

**A.04 MATHEMATICAL ERRORS**

Bid Forms without imbedded mathematical formulas:

In the event of multiplication/extension error(s), the unit price shall prevail. In the event of addition error(s) the extension totals will prevail. In the event the dollar amount for contract contingency is omitted, it will be added to the total price of the bid.

Bid Forms with imbedded mathematical formulas:

Interactive Bid Forms that contain mathematical formulas may be used for automating lengthy and complex bid forms. In the event these forms are used and a multiplication/extension error(s) is discovered, the unit price entered by the vendor shall prevail. The vendor shall assume the responsibility and accuracy of the information input in the bid form and therefore shall verify that the calculations are correct before submitting their bid.

Regardless of which type of bid form is used, all bids shall be reviewed mathematically and corrected by the Procurement Division, if necessary, using these standards, prior to additional evaluation.

**A.05 SECURING BID DOCUMENTS**

IFB's and all documents issued pursuant to the IFB are available for download at no charge at [mymanatee.org](http://mymanatee.org) by clicking on "Bids and Proposals" on the left side of the home page. You may view and print these pdf files using Adobe Reader software.

Manatee County may also use DemandStar to distribute bids. Visit the DemandStar website at [www.Demandstar.com](http://www.Demandstar.com) for more information regarding this service. Participation in the DemandStar system is not a requirement for doing business with Manatee County.

Complete copies of the IFB and all related documents are available for public inspection at the Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205, or by calling (941) 749-3014. Appointments are encouraged. Documents are available between the hours of 9:00 AM and 4:00 PM Monday through Friday, with the exception of holidays.

In addition, Manatee County informs the Manatee Chamber of Commerce of all active solicitations who then distributes the information to their members.

**A.06 EXAMINATION OF BID DOCUMENTS AND SITE(S)**

It is the responsibility of each bidder before submitting a bid to (a) examine all IFB documents thoroughly; (b) consider federal, state, and local codes, laws, and regulations which may affect costs, progress, performance, or furnishing of the work; (c) study and carefully correlate bidder's observations with the IFB documents; and (d) notify the County of all conflicts, errors, or discrepancies in the IFB documents prior to the deadline for clarification requests.

**A.07 NON-EXCLUSIVE**

Unless otherwise stated in this bid specification, any contracts resulting from this bid are nonexclusive. The County reserves the right, in its sole opinion, to purchase items listed in this bid through the State of Florida contracts, cooperatives, other current government contracts, and nonprofit contracts. The County reserves the rights to solicit separate bids for requirements that are a portion of a larger contract bid as a whole. Additionally at the County's sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.

**A.08 MODIFICATION OF BID DOCUMENTS**

If a bidder wishes to recommend changes to any portion of the IFB documents, the bidder shall furnish, in writing, data and information necessary to aid County in evaluating the request to modify the IFB documents. County is not obligated to make any changes to the IFB documents. Unless an addendum is issued, the IFB documents shall remain unaltered.

**A.09 CLARIFICATION REQUESTS & ADDENDA**

Each bidder shall examine all IFB documents and shall judge all matters relating to their adequacy and accuracy. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this IFB shall be made through the Manatee County Procurement Division. County shall not be responsible for oral interpretations given by any County employee, representative, or others.

**3:00PM on May 12, 2017** shall be the deadline to submit to the Procurement Division, in writing, all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this IFB.

This deadline has been established to maintain fair treatment of all potential bidders, while maintaining progression of the work.

If any addenda are issued to this IFB, County will post the documents on the Procurement Division's web page at <http://www.mymanatee.org/purchasing>, and then by clicking on "Bids and Proposals". If the original solicitation was broadcast via DemandStar, the addenda will also be broadcast on the DemandStar distribution system to "Planholders" on this web service.

The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

It shall be the **responsibility of each bidder, prior to submitting a bid**, to contact the Procurement Division (see contact information on the cover page) to **determine if any addenda were issued** and to make such addenda a part of their bid.

A complete set of the IFB documents must be used in preparing bids. County assumes no responsibility for errors and misinterpretations resulting from the use of incomplete sets of bid documents.

**A.10 CONFIDENTIALITY OF SECURITY RELATED RECORDS**

(a) Pursuant to Florida Statutes § 119.071(3), the following records (hereinafter referred to collectively as "the Confidential Security Records") are confidential and exempt from the disclosure requirements of Florida Statutes § 119.07(1):

1. A Security System Plan or portion thereof for any property owned by or leased to the County or any privately owned or leased property held by the County.
2. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County.
3. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, or hotel or motel development in the possession of, submitted to the County.

(b) Contractor/Vendor agrees that it shall not, as a result of a public records request or for any other reason disclose the contents of, or release or provide copies of the Confidential Security Records to any other party absent the express written authorization of the County's Property Management Director or to comply with a court order requiring such release or disclosure. To the extent Contractor/Vendor receives a request for such records, it shall immediately contact the County's designated Contract Manager who shall coordinate the County's response to the request. Notwithstanding the foregoing, the Contractor/Vendor may

1. Disclose or release Security System Plans to:

- (A) The property owner or leaseholder; or
- (B) Another state or federal agency to prevent, detect, guard against, respond to, investigate, or manage the consequences of any attempted or actual act of terrorism, or to prosecute those persons who are responsible for such attempts or acts.

2. Disclose or release building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by the County:

- (A) To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;
- (B) To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by the County and is contractually bound by the Contractor/Vendor to comply with this Article/Section; or
- (C) Upon a showing of good cause before a court of competent jurisdiction.

(c) For purposes of this Article/Section, the term "Security System Plan" includes all:

- 1. Records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to the physical security of the facility or revealing security systems;
- 2. Threat assessments conducted by any agency or any private entity;
- 3. Threat response plans;
- 4. Emergency evacuation plans;
- 5. Sheltering arrangements; or
- 6. Manuals for security personnel, emergency equipment, or security training.

#### **A.11 LOBBYING**

After the issuance of any IFB, prospective bidders or their agents, representatives or persons acting at the request of such bidder shall not contact, communicate with or discuss any matter relating to the IFB with any officer, agent or employee of Manatee County other than the Purchasing Official or the contact identified on the first page of this IFB, pursuant to the Manatee County Code of Laws. This prohibition includes copying such persons on all written communication, including email correspondence. This requirement begins with the issuance of an IFB and ends upon execution of the final agreement or when the IFB has been cancelled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Laws.

#### **A.12 UNBALANCED BIDDING PROHIBITED**

County recognizes that large and/or complex projects will often result in a variety of methods, sources, and prices. However, where in the opinion of the County such variation does not appear to be justified, given bid requirements and industry and market conditions, the bid will be presumed to be unbalanced. Examples of unbalanced bids will include:

- a. Bids showing omissions, alterations of form, additions not specified, or required conditional or unauthorized alternate bids.
- b. Bids quoting prices that substantially deviate, either higher or lower, from those included in the bids of competitive bidders for the same line item unit costs.
- c. Bids where the unit costs offered are in excess of or below reasonable cost analysis values.

In the event County determines that a bid is presumed unbalanced, it will request the opportunity to and reserves the right to, review all source quotes, bids, price lists, letters of intent, etc., which the bidder obtained and upon which the bidder relied upon to develop its bid. County reserves the right to reject as nonresponsive any presumptive unbalanced bids where the bidder is unable to demonstrate the validity and/or necessity of the unbalanced unit costs.

#### **A.13 WITHDRAWAL OF BIDS**

Bidders may withdraw bids as follows:

- a. Mistakes discovered before the public bid opening may be withdrawn by written notice from the bidder submitting the bid. This request must be received in the Procurement Division prior to the time set for delivery and opening of the bids. A copy of the request shall be retained and the unopened bid returned to the bidder; or
- b. After the bids are opened or a selection has been determined, but before an agreement is signed, a bidder alleging a material mistake of fact may be permitted to withdraw their bid if:
  - 1. The mistake is clearly evident in the solicitation document; or
  - 2. Bidder submits evidence which clearly and convincingly demonstrates that a mistake was made. Request to withdraw a bid must be in writing and approved by the Purchasing Official.

#### **A.14 IRREVOCABLE OFFER**

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

#### **A.15 BID EXPENSES**

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

**A.16 RESERVED RIGHTS**

County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission. Also, 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 County. Any sole response received by the first submission date may or may not be rejected by County depending on available competition and current needs of County. 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 meets or exceeds the quality of goods and/or services set forth in the IFB documents or otherwise required by County.

To be responsive, a bidder shall submit a bid which conforms in all material respects to the requirements set forth in the IFB. **Bidders must fully comply with the IFB documents in their entirety.**

To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the bid requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance.

Also, County reserves the right to make such investigation as it deems necessary to determine the ability of any bidder to furnish the service requested. Information 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.17 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 resulting agreement. Any involvement with the Manatee County Procurement Division shall be in accordance with the Manatee County Procurement Ordinance as amended.

**A.18 SCRUTINIZED COMPANIES**

Florida Statutes § 287.135, as amended from time to time, may contain limitations on the part of a company to conduct business with the County. Submission of a response to this solicitation shall be subject to all procedural requirements contained within that statute including the submission of any required certification of eligibility to contract with the County. It shall be the responsibility of the company responding to this solicitation to concurrently review the current version of the statute and ensure it is compliant. To the extent a certification is required, it shall be provided on the form located at ***Attachment E Vendor Certification Regarding Scrutinized Companies Lists.***



**A.19 COLLUSION**

By submitting a bid in response to this IFB, bidder certifies that it has not divulged, discussed or compared its bid with any other bidder, 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 resulting agreement to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure the resulting agreement upon an agreement or understanding or a commission, percentage, brokerage, or contingent fee except bona fide employees or established commercial agencies maintained by bidder for purpose of doing business.

**A.20 CODE OF ETHICS**

With respect to this bid, if any bidder violates, directly or indirectly, the ethics provisions of the Manatee County Procurement Ordinance and/or Florida criminal or civil laws related to public procurement, including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder will be disqualified from eligibility to perform services or provide the goods described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

By submitting a bid, the bidder represents to County that all statements made and materials submitted are truthful, with no relevant facts withheld. If a bidder is determined to have been untruthful in their bid or any related presentation, such bidder will be disqualified from eligibility to provide the goods and/or services described in this IFB, and may also be disqualified from furnishing future goods or services to, and from submitting any future bids to supply goods or services to Manatee County.

**A.21 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime, as that term is defined in Section 287.133, Florida Statutes, may not submit a bid to provide any goods or services to a public entity; may not submit a bid 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 an agreement with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted list.

In addition, the Manatee County Procurement Code prohibits the award of any bid to any person or entity who/which has, within the past five (5) years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a responsible matter.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to do business with County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with County. In the case of a business entity other than a partnership or a corporation, such affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, such affidavit shall be executed by the general partner(s). A Public Contracting and Environmental Crimes Certification form is attached herein for this purpose.

**A.22 CONTRACT**

The agreement resulting from the acceptance of a bid shall be in the form of purchase order.

**A.23 TERMINATION OF CONTRACT**

Manatee County reserves the right to terminate any contract, at any time, with or without cause.

**A.24 PROCUREMENT COOPERATIVE**

It is the intent of this Invitation for Bid to include requirements and to obtain bids on behalf of Manatee County and reserve the right for the entities belonging to the Sarasota Bay Chapter of NIGP to obtain purchases from this bid proposal. This opportunity is also made available to any and all local, County, Public Educational Institutions, non-profits, and the State of Florida. Pursuant to their own governing laws, and subject to the agreement of the vendor, other entities may be permitted to make purchases at the

terms and conditions contained herein. Manatee County will not be financially responsible for the purchases made by other entities from this solicitation.

**A.25 DISCOUNTS**

Any and all discounts must be incorporated in the prices contained in the bid and not shown separately. The prices indicated on the Bid Form shall be the prices used in determining award.

**A.26 TAXES**

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

The successful bidder shall be responsible for the payment of taxes of any kind and character, including, but not limited to sales, consumer, use, and other similar taxes payable on account of the work performed and materials furnished under the award in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work. Nothing herein shall affect the bidder's normal tax liability.

**A.27 DESCRIPTIVE INFORMATION**

Unless otherwise specifically provided in the IFB documents, all equipment, materials and articles provided shall be new and of the most suitable grade for the purpose intended. Unless otherwise specifically provided in the IFB documents, 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.28 DELIVERY**

Unless otherwise specified, all prices are to be FOB Destination.

**A.29 AUTHORIZED PRODUCT REPRESENTATION**

The bidder, by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. Failure to do so may, in the County's sole discretion, be deemed a material breach of the resulting agreement and shall constitute grounds for County's immediate termination of the resulting agreement.

**A.30 ROYALTIES AND PATENTS**

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

**A.31 AMERICANS WITH DISABILITIES ACT**

County does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of 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 cover page of this IFB document at least twenty-four (24) hours in advance of either activity.

**A.32 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act of 1964, Title 15, Part 8 of the Code of Federal Regulations and the Civil Rights Act of 1992, County hereby notifies all bidders that it will affirmatively ensure minority business enterprises are afforded full opportunity to participate in response to this IFB and will not be discriminated against on the grounds of race, color, national origin, religion, sex, age, handicap, or marital status in consideration of bid award.

**A.33 MINORITY BUSINESS ENTERPRISE / DISADVANTAGED BUSINESS ENTERPRISE**

The State of Florida Office of Supplier Diversity provides the certification process and the database for identifying certified MBE/DBE firms. Additional information can be obtained at <http://www.osd.dms.state.fl.us/iframe.htm> or by calling (850) 487-0915.

**A.34 SUBCONTRACTORS**

The successful bidder will obtain prior written approval from the County for any subcontractor(s) and the work they will perform. A subcontractor is defined as any entity performing work within the scope of the project who is not an employee of the successful bidder.

Bidders subcontracting any portion of the work shall include a list of subcontractors along with their bid. The list shall include: name and address of subcontractor, type of work to be performed and the percent of the contract amount to be subcontracted.

Prior to the employment of any person under this contract, the successful bidder shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the successful bidder to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the successful bidder to perform work pursuant to the contract with Manatee County. For more information on this process, please refer to United States Citizenship and Immigration Service site at: <http://www.uscis.gov/>.

**Only those individuals determined eligible to work within the United States shall be employed under this contract.**

By submission of a bid in response to this IFB, the successful bidder commits that all employees and subcontractors will undergo e-verification before placement on this contract.

If County has reasonable objection to any subcontractor, the County may request the successful bidder to submit an acceptable substitute without an increase in contract sum or contract time.

If successful bidder declines to make any such substitution, the County may award the resulting agreement to the next lowest qualified bidder that proposes to use acceptable subcontractors, who County does not make written objection to. In the event the successful bidder declines to make any such substitution post award, the County may exercise its right to terminate the agreement.

The successful bidder shall maintain sole responsibility for the actions of its employees and subcontractors. New employees brought in after contract award shall follow the same requirement stated above for the life of the contract.

**A.35 DISCLOSURE**

Upon receipt, all inquiries and responses to inquiries related to this IFB become "Public Records", and shall be subject to public disclosure consistent with Florida Statutes, Chapter 119.

Bids become subject to disclosure thirty (30) days after the opening or if a notice of intent to award decision is made earlier than this time as provided by Florida Statutes § 119.071(1)(b). No announcement or review of the bid shall be conducted at the public bid opening.

Based on the above, the County will receive bids at the time and date stated and will make public at the opening the names of the business entities of all that submitted a bid and any amount presented as a total offer without any verification of the mathematics or the completeness of the bid.

If the County rejects all bids and concurrently notices its intent to reissue the solicitation, the rejected bids are exempt from public disclosure until such time as the County provides notice of an intended decision concerning the reissued solicitation or until the County withdraws the reissued solicitation. A bid is not exempt for longer than twelve (12) months after the initial notice rejecting all bids.

Pursuant to Florida Statutes 119.0701, to the extent CONTRACTOR is performing services on behalf of the COUNTY, contractor must:

- a. Keep and maintain public records required by public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes, Chapter 119, or as otherwise provided by law.

- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT: (941) 742-5845, debbie.scaccianoce@mymanatee.org, Attention: Records Manager, 1112 Manatee Ave W., Bradenton, FL 34205.**

**A.36 LOCAL PREFERENCE**

Local business is defined as a business legally authorized to engage in the sale of the goods and/or services, and which certifies within its bid that for at least six (6) months prior to the announcement of the Invitation for Bid it has maintained a physical place of business in Manatee, Desoto, Hardee, Hillsborough, Pinellas or Sarasota County with at least one full-time employee at that location.

Local preference shall not apply to the following categories of agreements:

- 1. Purchases or agreements which are funded, in whole or in part, by a governmental or other funding entity, where the terms and conditions governing the funds prohibit the preference.
- 2. Any bid announcement which specifically provides that local preference, as set forth in this section, is suspended due to the unique nature of the goods or services sought, the existence of an emergency as found by either the County Commission or County Administrator, or where such suspension is, in the opinion of the County Attorney, required by law.

3. For a competitive solicitation for construction services in which fifty percent (50%) or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.

To qualify for local preference under this section, **a local business must provide certification to County** by completing an **"Affidavit as to Local Business"** form which is available for download at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). Click on "Affidavit for Local Business" to access and print the form. Complete, notarize, and mail the notarized original to: Manatee County Procurement Division, 1112 Manatee Avenue West, Suite 803, Bradenton, FL 34205.

It is the responsibility of the bidder to ensure accuracy of the affidavit and notify County of any changes affecting same.

#### **A.37** **VENDOR REGISTRATION**

Registering your business will provide Manatee County a sourcing opportunity to identify supplies of goods and services, plus identify local businesses.

You may register online at [www.mymanatee.org/vendor](http://www.mymanatee.org/vendor). If you need any assistance, please call (941) 749-3014, Monday – Friday, 8:00 A.M. to 5:00 P.M., excluding holidays, and the Procurement Division can assist you as needed.

Registration is not mandatory; however, by taking the time to register, you are helping the County to provide timely notification of quotation, bid and proposal opportunities to your business.

#### **A.38** **ENVIRONMENTAL SUSTAINABILITY**

All bidders are encouraged to use as many environmentally preferable "green" products, materials, supplies, etc. as possible in order to promote a safe and healthy environment. Environmentally preferable are products or services that have a reduced adverse effect on the environment.

Bidders shall acknowledge whether or not their organization has an environmental sustainability initiative by checking the appropriate box on the bid form. In addition, the bidder shall submit a summary of their environmental sustainability initiative along with their bid. This information will be used as a determining factor in the award decision when all other evaluative factors, including local preference policies are otherwise equal.

#### **A.39** **ePAYABLES**

Manatee County Board of County Commissioners and the Manatee County Clerk of the Circuit Court have partnered to offer the ePayables program, which allows payments to be made to vendors via credit cards.

The Clerk of the Circuit Court will issue a unique credit card number to vendor after goods are delivered or services rendered, vendors submit invoices to the remit to address on the purchase order. When payments are authorized, an email notification is sent to the vendor. The email notification includes the invoice number(s), invoice date(s), and amount of payment. There is no cost for vendors to participate in this program; however, there may be a charge by the company that processes your credit card transactions.

If you are interested in participating in this program, please complete the ePayables Application attached herein and return the completed form via email to Ms. Lori Bryan, Supervisor at [lori.bryan@manateeclerk.com](mailto:lori.bryan@manateeclerk.com).

**A.40 FUNDING**

This bid is subject to the appropriation of funds in an amount sufficient to allow continuation of the County's performance in accordance with the terms and conditions of this bid. The County shall provide prompt written notice to the vendor that sufficient funds have not been appropriated to continue its full and faithful performance under the terms of this bid, and shall, effective thirty (30) days after giving such notice or upon the expiration of the time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to the bid.

**A.41 CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER – TERM CONTRACTS**

It is hereby made a part of this Invitation for Bid that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Manatee County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hours phone number in the event of such an emergency.

**END OF SECTION A**



## **SECTION B**

### **GENERAL TERMS & CONDITIONS**

#### **B.01 FORM OF AGREEMENT**

The Agreement made as a result of the acceptance of any bid from this Invitation for Bid shall be made in the form of a Blanket Purchase Order and the Successful Bidder shall be bound by the terms and conditions contained in this Invitation for Bids and the Blanket Purchase Order.

Should a conflict exist between the terms and conditions contained in this Invitation for Bid and the resulting Blanket Purchase Order, the terms contained in this Invitation for Bid shall take precedence.

#### **B.02 AUTHORIZED PRODUCT REPRESENTATION**

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

#### **B.03 INDEMNIFICATION**

The Successful Bidder 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, agreement or Blanket 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.04 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 fuel or the specifications listed in this bid, the Bidder 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 Bidder shall refund to Manatee County any money which has been paid for same. The Bidder will be responsible for attorney fees in the event the supplier defaults and court action is required.

#### **B.05 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.

#### **B.06 ROYALTIES AND PATENTS**

The Bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment and/or services being furnished. Bidder 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.

**SECTION C**  
**SPECIFIC TERMS & CONDITIONS**

**C.01 PURPOSE**

In accordance with the requirements of this Invitation for Bid, it is the intent of the Manatee County to establish multiple sources for the purchase and delivery of gasoline and diesel fuel on an "as required" annual basis.

**C.02 AGREEMENT TERM**

This agreement shall be for a period of one (1) year commencing from date of award, unless renewed or terminated as provided in this bid document.

**C.03 BLANKET ORDER**

Blanket Purchase Order(s) shall be issued to the Successful Bidder(s) as a result of this Invitation for Bid. Written Blanket Purchase Order(s) when accompanied by a valid Release Order number provided by an authorized County designee will authorize product on an "as required" basis.

**C.04 CANCELLATION**

It is mutually understood and agreed that any award(s) made as a result of this bid may be canceled by the Bidder upon 90-day written notice by Certified Mail to the County. However, the County is hereby authorized to purchase, in accordance with the prices bid, any quantity of supplies during this 90-day interim provided the County requests delivery during this period.

**C.05 TERMINATION**

The County reserves the right to terminate any blanket order by giving 30-day written notice of its intention to terminate if at any time the Bidder fails to abide by or fulfill any of the terms and conditions of the agreement. The County also reserves the right to terminate this agreement for the convenience of the County, with or without cause.

**C.06 DELIVERY TIME**

The F.O.B. point shall be the destination.

**Deliveries shall 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.** Successful Bidder shall provide a separate delivery ticket/bill of lading for each delivery **and** fax (941-708-7512) or e-mail ([fuel.services@mymanatee.org](mailto:fuel.services@mymanatee.org)) a copy of the delivery ticket/bill of lading, and an invoice 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 FIRST PRIORITY SERVICE**

Bidder agrees that in conditions when a local emergency has been declared by the County **OR** petroleum products are subject to allocations based on Regional or National Supply, that Manatee County shall be granted a "first priority" basis for supply and delivery of fuel.

Successful Bidder shall furnish the County with a telephone number effective 24/7 and a contact name upon award of this agreement.

### **C.08 FORCE MAJEURE**

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them, is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, lack of or failure of transportation facilities, any law, proclamation, regulation ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this item C.08, is beyond the control and without the fault or negligence of the party seeking relief.

### **C.09 INVOICES AND DOCUMENTATION**

Each invoice must state both **Blanket Purchase Order number** and the specific **Release Order number**. Also, attached to each invoice shall be a copy of the OPIS TAMPA, FL Rack for Gross Ethanol or #2 Diesel - Ultra Low Sulfur Fuel Prices, showing the rate(s) at the time of loading the product for delivery.

### **C.10 PAYMENT**

Within forty-five (45) days after delivery by the Bidder, acceptance by the County, and presentation of an appropriate invoice, the County shall pay the total amount due. Invoices shall indicate both the Blanket Purchase Order number and the Release Order number.

### **C.11 PRICES**

The bid prices for mark up and transportation shall be used for payment and shall be deemed as payment in full for the supply and delivery of Gasoline and Diesel Fuel. The prices bid for mark up and transportation shall remain firm and irrevocable for the first twelve-month period.

### **C.12 PRICE ADJUSTMENTS FOR RENEWAL PERIODS**

If not cancelled by the Bidder or the County, this agreement shall automatically extend / renew beyond the first twelve (12) month agreement period for four (4) additional twelve (12) month periods not to exceed a total agreement duration of sixty (60) months providing there are no changes of prices, terms, or conditions. Written notice of intention not to renew shall be submitted by the Successful Bidder 90 days prior to the end of an agreement period. Should any Bidder choose not to renew the bid Successful, the County reserves the right to terminate the Agreement with that Bidder and select the next qualified Bidder, or re-advertise for those bid items, or solicit a new Invitation for Bid for all items.

Prices shall remain firm for the first twelve-month agreement term. Requested price changes for mark up and transportation may be adjusted on the anniversary date of award of this agreement if upon review by the County a price increase may be warranted. If the County should consider said increase unwarranted or unreasonable, the County reserves the right to reject the proposed increase, terminate the agreement with the Bidder, select a second Bidder, or re-advertise.

### **C.13 QUANTITIES**

Gasoline and Diesel Fuel shall be released on an "as required" basis only. There is no guarantee, explicit or implied, of the quantities of fuel required annually. The exact quantities of the required products cannot be determined at this time; however, approximated past usage is indicated on the Bid Form. Actual orders distributed among Successful Bidders shall be based on fuel availability, and maintaining an established pattern of purchases to support multiple sources for allocations of fuel during periods of shortages, and emergencies. Release Orders shall be issued on an "as required" basis and may include some or all fuel specified in this Bid.

The County reserves the right to add or delete locations and fuel tank capacity at any time after award has been made as may be deemed necessary or in the best interests of the County.

The exact quantities of the required fuels cannot be determined at this time; however, an estimated annual usage is referenced on the bid form.

Multiple awards shall be distributed with actual release orders among numerous Successful Bidders 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 Successful Bidders agree as a condition of the award to furnish the same percentage of fuel 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.14 SAFETY DATA SHEET**

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

### **C.15 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 fuel or the requirements listed in this bid, the Bidder shall pick up the fuel from the County at no expense to the County. Also, the Bidder shall refund to Manatee County any money which has been paid for same. The Bidder will be responsible for attorney fees in the event the supplier defaults and court action is required.

If the Bidder cannot meet the delivery requirements for any of the materials / items specified herein, the County reserves the right to procure the product or service from the next lowest responsive, responsible Bidder or to solicit new pricing.

**END OF SECTION C**

## **SECTION D**

### **TECHNICAL SPECIFICATIONS**

#### **D.01 SCOPE**

It is the intent of Manatee County to establish multiple annual agreements to procure on an "as required" basis, Gasoline and Diesel Fuel. It is the specific purpose of this bid to establish annual agreements for fuel and delivery services and to secure the cost and availability.

#### **D.02 OPIS PRICE INFORMATION**

The posted OPIS (Oil Price Information Service Report) as selected by the Bidder, at the time of loading the fuel for delivery, shall be verified. The stated fixed markup per gallon and the fixed cost of transportation shall prevail in all calculations.

- ◆ OPIS Gross CBOB Ethanol (10%) Prices 9.0 RVP
- ◆ OPIS Gross Ultra Low Sulfur Distillate Prices
- ◆ OPIS Tampa, Florida Rack

All Gasoline and Diesel Fuel purchased and delivered against this agreement(s) may be Branded or Unbranded.

Bidders are to select a Pricing Base that is published daily for each product from the OPIS TAMPA, FL RACK Gross Ethanol or Gross Ultra Low Sulfur Distillate Fuel Prices posted notice.

New sources for a Pricing Base may be considered; however, a documented Third Party Posting of Prices is required and must be established.

**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: UBD Rack Average

Product Loaded on April 14, 2017 AM for delivery April 15, 2017

|   |                  |
|---|------------------|
| UBD Rack Average - Ethanol (10%) – Grade 87 9.0 RVP | \$2.2792/Gal     |
| Fixed Bid Markup per gallon                         | .0250/Gal        |
| Fixed Bid Transportation Cost                       | <u>.0070/Gal</u> |
| Total Delivered Price per Gallon:                   | \$2.3112/Gal     |

#### **GASOLINE**

Unleaded w/10% ethanol

#### **DIESEL**

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

### **D.03 ACCEPTABLE PRICING BASE SOURCES**

Acceptable Pricing Base sources for branded and unbranded fuels are the Daily Posted Pricing as TAMPA, FL OPIS Contract Benchmark File as follows:

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

### **D.04 DELIVERIES**

- ♦ Full Transport Tankers (approximate - 5,000 to 8,500 gallons)
- ♦ Tank Wagons (approximate - 100 to 4,900 gallons)

### **D.05 DELIVERY LOCATIONS**

See next page for matrix of delivery locations and tank capacity by location. The County reserves the right to add or delete locations and tank capacity as required.

**END OF SECTION D**

### "Fuel Services Tank List by Department" Updated 4-12-17

*Tanker Full Load Diesel 7,500 gal. - Tanker Full Load Gas 8,500 gal. - Wagon Loads 1,000-3,000 gal.*

| Tank # | Tank Size Gallons | Fuel | Usage     | Location  |
|--------|-------------------|------|-----------|---|
| 4      | 20,000            | ULSD | Vehicle   | Main Fleet Island, (June 2014 Flipped Tank#3 from Gasoline to Diesel now Tank #4) |
| 2      | 30,000            | ULSD | Vehicle   | Main Fleet Island, 1108 26th Ave. E. Bradenton 34208                              |
| 3      | 30,000            | Gas  | Vehicle   | Main Fleet Island, 1108 26th Ave. E. Bradenton 34208                              |
| 7      | 10,000            | Gas  | Vehicle   | Utilities, 4690 66th W. Bradenton 34210   |
| 8      | 10,000            | ULSD | Vehicle   | Utilities, 4690 66th W. Bradenton 34210   |
| 9      | 5,000             | Gas  | Vehicle   | North County Fuel Depot, 8494 69th St. E. Palmetto 34221 (New 7-27-15)            |
| 10     | 15,000            | ULSD | Vehicle   | North County Fuel Depot, 8494 69th St. E. Palmetto 34221 (New 7-27-15)            |
| 14     | 5,000             | Gas  | Vehicle   | Stormwater Drainage, 5621 39th St. E. Bradenton 34203 (Old Bayshore April 2013)   |
| 15     | 5,000             | ULSD | Vehicle   | Stormwater Drainage, 5621 39th St. E. Bradenton 34203                             |
| 18     | 3,000             | Gas  | Vehicle   | Myakka, 36650 Arcadia Ave. Myakka 34251   |
| 19     | 7,000             | ULSD | Vehicle   | Myakka, 36650 Arcadia Ave. Myakka 34251   |
| 23     | 10,000            | Gas  | Vehicle   | Parrish, 12132 US 301 N. Parrish 34222  |
| 24     | 5,000             | ULSD | Vehicle   | Parrish, 12132 US 301 N. Parrish 34222  |
| 25     | 6,000             | Gas  | Vehicle   | New Transit Facility, 2411 Tellevast Rd., Sarasota 34243                          |
| 26     | 20,000            | ULSD | Vehicle   | New Transit Facility, 2411 Tellevast Rd., Sarasota 34243                          |
| 31     | 5,000             | Gas  | Vehicle   | Landfill, 3055 Lena Rd. Bradenton 34202   |
| 32     | 15,000            | ULSD | Vehicle   | Landfill, 3055 Lena Rd. Bradenton 34202   |
| 48     | 6,000             | Gas  | Vehicle   | New Dam, 17915 Waterline Rd. Bradenton 34212                                      |
| 49     | 4,000             | ULSD | Vehicle   | New Dam, 17915 Waterline Rd. Bradenton 34212                                      |
| 96     | 7,000             | Gas  | Vehicle   | Jail, 14490 Harlee Rd. (Pat Glass Blvd) Palmetto, 34221 (Port Manatee)            |
| 97     | 3,000             | ULSD | Vehicle   | Jail, 14490 Harlee Rd. (Pat Glass Blvd) Palmetto, 34221 (Port Manatee)            |
| 42     | 500               | ULSD | LAWN      | Braden River Park, 5201 52nd St. E. (off SR 70)                                   |
| 43     | 500               | ULSD | LAWN      | Lakewood Ranch Park, 5550 Lakewood Ranch Blvd., Bradenton 34202                   |
| 54     | 275               | ULSD | LAWN      | Palma Sola Park, 7815 40th Ave. W. (Off of 75th St W) Bradenton 34209             |
| 55     | 275               | ULSD | LAWN      | G T. Bray Park, 5502 33rd Ave. Drive W. Bradenton 34209                           |
| 56     | 275               | ULSD | LAWN      | Blackstone Park, 2112 14th Ave W. Palmetto 34221                                  |
| 59     | 500               | ULSD | LAWN      | Buffalo Park, 7550 69th St. E. (Erie Rd.) Palmetto 34221                          |
| 36     | 1,000             | ULSD | Generator | 41A Lift Station, 5398 Creekside Trail Bradenton 34243                            |
| 37     | 1,500             | ULSD | Generator | Tara 20 Lift Station, 7211 Stone River Rd. Bradenton 34203                        |
| 39     | 2,000             | ULSD | Generator | Artison Lakes, 9760 Gillet Rd., Palmetto, 34221                                   |
| 60     | 3,000             | ULSD | Generator | Pope Road Pump Sta., 12405 44th Ave East, Bradenton, 34203                        |
| 61     | 1,060             | ULSD | Generator | Tidevue Estates, 1311 41st Ave E. Ellenton 34222                                  |
| 63     | 2,000             | ULSD | Generator | Heritage Harbor, 7299 Montauk Point Crossing, Bradenton, 34212 (New 1-7-15)       |
| 65     | 2,000             | ULSD | Generator | Masters Ave Pump Sta., 14700 The Masters Ave. Bradenton 34202                     |
| 68     | 1,060             | ULSD | Generator | Jackson Rd. Lift Sta. (N1B) 2887 69th St. (Sysco) Palmetto 34221                  |
| 69     | 2,000             | ULSD | Generator | Stormwater Drainage Lift Sta. (39-A) 5621 39th St. E. Bradenton 34203             |
| 71     | 1,060             | ULSD | Generator | Bayshore Lift Sta. (12-A) 2003 Bay Drive, Bradenton 34207                         |
| 72     | 1,060             | ULSD | Generator | Manatee Beach Lift Sta. (#5) 4300 Gulf Dr., Holmes Beach 33509                    |
| 73     | 1,060             | ULSD | Generator | Hawaiian Village Lift Sta. (13-A) 112 63rd Ave. E. Bradenton 34203                |
| 74     | 1,060             | ULSD | Generator | Lift Sta. (27-A) 2420 53rd Ave. W., Bradenton 34207 (Next to Bank)                |
| 75     | 1,060             | ULSD | Generator | Lift Sta. (1-D) 1806 51st St. W. Bradenton 34207                                  |
| 76     | 1,700             | ULSD | Generator | Lift Sta. (1-M) 8720 44th Ave W. (Cortez) Bradenton 34210                         |
| 77     | 2,000             | ULSD | Generator | Lakewood Ranch Lift Sta. (Lakewood Ranch Blvd. & Clubhouse Dr.) Bradenton 34202   |
| 99     | 2,000             | ULSD | Generator | Pump Station 428, 7422 41st Ave E, Bradenton 34208 (New 3/13/12)                  |

|             |         |                     |           |  |
|-------------|---------|---------------------|-----------|--|
| 40          | 500     | ULSD                | Generator | Lab, 4751 66th St. West, Bradenton 34210                                       |
| 44          | 2,000   | ULSD                | Generator | Spencer Parrish Pump Sta., 7665 Spencer-Parrish Rd. 34219                      |
| 45          | 3,000   | ULSD                | Generator | Rye Road Pump Sta., 14695 Waterline Rd. 34212                                  |
| 46          | 4,000   | ULSD                | Generator | 63rd Ave. Booster Pump Sta 3550 63rd Ave. E. Bradenton 34203                   |
| 62          | 12,000  | ULSD                | Generator | <b>North East Wastewater Plant, 8500 69th St. E. (Erie Rd.) Palmetto 34221</b> |
| 66          | 8,000   | ULSD                | Generator | <b>South West Wastewater Plant, 5101 65th St.W.Bradenton 34210</b>             |
| 67          | 8,000   | ULSD                | Generator | <b>South West Wastewater Plant, 5101 65th St.W.Bradenton 34210</b>             |
| 78          | 8,000   | ULSD                | Generator | <b>South East Wastewater Plant, 3331 Lena Road, Bradenton 34202</b>            |
| 79          | 8,000   | ULSD                | Generator | <b>South East Wastewater Plant, 3331 Lena Road, Bradenton 34202</b>            |
| 80          | 3,000   | ULSD                | Generator | Duette Park Well Head #6, 4715 Duette Road, Duette, 38834                      |
| 81          | 3,000   | ULSD                | Generator | Duette Park Well Head #7, 4715 Duette Road, Duette, 38834                      |
| 82          | 5,000   | ULSD                | Generator | Cortez Road Pump Station, 11850 Cortez Rd.W., Bradenton 34210                  |
| 83          | 5,000   | ULSD                | Generator | Elwood Park II Water Booster Sta., 5511 39th St. E, Bradenton, 34203           |
| 84          | 500     | ULSD                | Generator | Water Treat. Plant, 18315 Dam Road, Bradenton 34212 (By Spillway)              |
| 85          | 13,500  | ULSD                | Generator | Elwood 1, 4825 44th Ave. E., Bradenton, 34203 (Upgraded from 500 gallon Tank)  |
| 86          | 10,000  | ULSD                | Generator | <b>Water Treatment Plant, 18315 Dam Road, Bradenton 34212 (Behind Plant)</b>   |
| 87          | 20,000  | ULSD                | Generator | <b>Water Treatment Plant, 18315 Dam Road, Bradenton 34212 (Behind Plant)</b>   |
| 88          | 8,000   | ULSD                | Generator | Public Safety Complex, 2101 47th Terrace, Bradenton, 34203                     |
| 89          | 8,000   | ULSD                | Generator | Public Safety Complex, 2101 47th Terrace, Bradenton, 34203                     |
| 34          | 1,000   | ULSD                | Generator | Utilities Maint. Bldg. 4520 66th Street West Bradenton, 34219                  |
| 35          | 775     | ULSD                | Generator | Transit, 1108 26th Ave. E. Bradenton 34208                                     |
| 38          | 1,050   | ULSD                | Generator | Fleet Garage West, 4700 66th West, Bradenton 34210                             |
| 47          | 1,000   | ULSD                | Generator | GTE Telecom. 1009 4th Ave W. Bradenton 34205                                   |
| 57          | 1,000   | ULSD                | Generator | Fleet Services, 1108 26th Ave E. Bradenton 34208                               |
| 58          | 500     | ULSD                | Generator | Tax Collector, 819 US 301 Blvd W. Bradenton 34205                              |
| 90          | 8,000   | ULSD                | Generator | County Administration Bldg. 1112 Manatee Ave W. Bradenton 34205                |
| 91          | 5,000   | ULSD                | Generator | Gevity Bldg. (MSO) 600 301 Blvd. W. Bradenton 34205 (East Side of Bldg.)       |
| 92          | 8,000   | ULSD                | Generator | Judicial Center, 1115 Manatee Ave. West in Bradenton 34205                     |
| 93          | 500     | ULSD                | Generator | Health Dept. 410 6h Ave.E. Bradenton 34208                                     |
| 94          | 2,000   | ULSD                | Generator | Jail, 14490 Harlee Rd. (Pat Glass Blvd) Palmetto, 34221 (Port Manatee)         |
| 95          | 15,000  | ULSD                | Generator | Jail, 14490 Harlee Rd. (Pat Glass Blvd) Palmetto, 34221 (Port Manatee)         |
| 98          | 2,000   | ULSD                | Generator | Public Works Admin. Bldg. 1022 26th Ave. E. Bradenton 34208 (New 7/3/14)       |
| Total Gals. | 425,270 | Total of "76" Tanks |           | <b>DEF (Diesel Exhaust Fluid) Locations:</b>                                   |

***Main Fleet Island, 1108 26th Ave. E. Bradenton 34208***

|  |  |
|--|--|
| <b>TANK #41 (11 Tanks, 500 gal.) Addresses for Lift Stations</b> | <b><i>Utilities, 4690 66th W. Bradenton 34210</i></b>                  |
| Braden Woods (#18) 6555 99th St. E., Bradenton                   | <b><i>Stormwater/Drainage, 5621 39th St. E. Bradenton 34203</i></b>    |
| Memphis Road 1721 17th St. E. Palmetto                           | <b><i>Myakka, 36650 Arcadia Ave. Myakka 34251</i></b>                  |
| Missionary Village 1201 117 St. E. Bradenton                     | <b><i>North County Fuel Depot, 7920 69th St. E. Palmetto 34221</i></b> |
| N1C 3800 Eire Road, Ellenton                                     | <b><i>New Transit Facility, 2411 Tellevast Rd., Sarasota 34243</i></b> |
| Upper Manatee River Rd. 1010 Upper Manatee River Rd              |  |
| Manatee Palms 1 - 115 Kay Road, Bradenton                        |  |
| 30-AA 4602 34th Street West, Bradenton                           |  |
| 9-D 6504 5th Ave. N.W. Bradenton                                 |  |
| Lakewood Ranch Re-Pump 8155 Lakewood Ranch Blvd.                 |  |
| River Wilderness 4 11721 Old Tampa Road, Parrish                 |  |
| Samoset 1 1801 34th Ave. E. Samoset                              |  |



**SECTION E**  
**BASIS OF AWARD**

**E.02 BASIS OF AWARD**

Multiple awards, maximum of 6, shall be made to the responsive, responsible bidders having fair and reasonable bids for Gasoline and Diesel Fuel & Delivery accepting the terms and conditions of this Invitation for Bid and which meet the requirements therein. All bidders shall bid on all item to be considered responsive. Blanket Purchase Orders shall be made on an "AS REQUIRED BASIS".

**END OF SECTION E**

## **SECTION F**

### **INSURANCE REQUIREMENTS**

The Successful Bidder will not commence service under the resulting Agreement until all insurance coverages indicated herein have been obtained. The Successful Bidder shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at his expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

| Insurance / Bond Type   | Required Limits   |
|---|---|
| 1. <input checked="" type="checkbox"/> Automobile Liability:  | <p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles.</p> <p>\$ <u>1,000,000</u> combined single limit, or \$ _____ bodily injury and \$ _____ property damage. Coverage must also include \$10,000 Personal Injury Protection (No Fault), \$ _____ Hired-Non Owned Liability and \$10,000 Medical Payments.</p> <p><i>This policy shall contain severability of interests' provisions.</i></p>   |
| 2. <input checked="" type="checkbox"/> Commercial General Liability: (Occurrence Form - patterned after the current ISO form) | <p>Coverage shall be afforded under a per occurrence policy form.</p> <p>\$<u>1,000,000</u> single limit per occurrence;</p> <p>\$<u>1,000,000</u> aggregate</p> <p>\$ _____ Products/Completed Operations Aggregate</p> <p>\$1,000,000 Personal and Advertising Injury Liability</p> <p>\$100,000 Fire Damage Liability</p> <p>\$10,000 Medical Expense, and</p> <p>\$ _____ Third Party Property Damage.</p> <p>\$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)</p> <p><i>This policy shall contain severability of interests' provisions.</i></p> |
| 3. <input checked="" type="checkbox"/> Employer's Liability:  | <p>\$<u>100,000</u> each accident</p> <p>\$ _____ disease each employee</p> <p>\$ _____ disease policy limit</p>  |
| 4. <input checked="" type="checkbox"/> Worker's Compensation:   | <p>Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits &amp; Requirements.</p> <p>If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen &amp; Harbor Workers Act and Jones Act.</p> <p><u>Note:</u> Should "leased employees" be retained for any part of the project or service, the employee leasing agency shall provide evidence of workers' compensation coverage and</p>  |

| Insurance / Bond Type  | Required Limits  |
|--|--|
|  | <p>employee liability coverage for all personnel on the worksite and in compliance with the above requirements.</p> <p><u>Note:</u> Workers' compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>   |
| <p>5. <input checked="" type="checkbox"/> Other Insurance, as noted:</p> | <p>a. <input type="checkbox"/> Aircraft Liability</p> <p>\$ _____ per occurrence</p> <p>Coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the services under this Agreement.</p> <p>b. <input checked="" type="checkbox"/> Installation Floater</p> <p>If the resulting Agreement <b>does not</b> include construction of or additions to above ground building or structures, but does involve the installation of machinery or equipment, Successful Bidder shall provide an <b>"Installation Floater"</b> with the minimum amount of insurance to be 100% of the value of such addition(s), building(s), or structure(s).</p> <p>c. <input type="checkbox"/> Pollution</p> <p>\$ _____ per occurrence</p> <p>d. <input type="checkbox"/> Professional Liability and/or Errors and Omissions (E&amp;O) Liability</p> <p>Professional (E&amp;O) Liability shall be afforded for the Bodily Injury and Property Damage for not less than \$ _____ Each Claim, \$1,000,000 Policy Aggregate.</p> <p>e. <input type="checkbox"/> Builder's Risk Insurance</p> <p>When this contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, the following insurance coverage must be afforded:</p> <p>Coverage Form: Completed Value, All Risk (Roadways/Buildings and Machinery/Equipment) in an amount equal to 100% of the value upon completion or the value of the equipment to be installed.</p> <p>Coverage should include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p> <p>The policy shall not carry a self-insured retention/deductible greater than \$10,000.</p> |

| Insurance / Bond Type | Required Limits   |
|-----------------------|---|
|                       | <p>f. <input type="checkbox"/> Cyber Liability</p> <p>Coverage must comply with Florida Statute 501.171 and must be afforded under a per occurrence policy form for limits not less than \$_____ Security Breach Liability, \$_____ Security Breach Expense (each occurrence), \$_____ Security Breach Expense (aggregate), \$_____ Replacement or Restoration of Electronic Data, \$_____ Extortion Threats, \$_____ Business Income and Extra Expense, and \$_____ Public Relations Expense.</p> <p>The policy must not carry a self-insured retention/deductible greater than \$_____.</p> <p>g. <input checked="" type="checkbox"/> Hazardous Materials Insurance</p> <p>Hazardous materials includes all materials and substances that are now designated or defined as hazardous by Florida or Federal law or by the rules of regulations of Florida or any Federal Agency.</p> <p><i>Pollution Liability</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Asbestos Liability (If handling within scope of Contract)</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><i>Disposal</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate and not less than the value of the contract, subject to a \$_____ minimum, for Liability for Non-Sudden Occurrences, each claim and aggregate.</p> <p><i>Hazardous Waste Transportation Insurance</i></p> <p>Coverage must be afforded under a per occurrence policy form for limits not less than the value of the contract, subject to a \$_____ minimum, per accident.</p> <p>The Successful Bidder shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability Insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials.</p> |

| Insurance / Bond Type  | Required Limits   |
|--|---|
|  | <p>The Successful Bidder must also provide the EPA Identification Number.</p> <p>(a) h. <input type="checkbox"/> Liquor Liability<br/>Coverage must be afforded under a per occurrence policy form for limits not less than \$_____ Each Occurrence and Aggregate.</p> <p>(b) i. <input type="checkbox"/> Garage Keeper's Liability<br/>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.<br/>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>(c) j. <input type="checkbox"/> Bailee's Customer<br/>Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage.</p> <p>k. <input type="checkbox"/> Watercraft<br/>\$_____ per occurrence</p> |
| <p>6. <input type="checkbox"/> Bid Bond:</p>                     | <p>A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer. Bid bond shall be submitted with the sealed bid and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the Bidder may file an alternative form of security in the amount of 5% of the total offer, in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p>  |
| <p>7. <input type="checkbox"/> Payment and Performance Bond:</p> | <p>A construction project over \$100,000 requires a Payment and Performance Bond be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p>  |

Reviewed by Risk: WLK

## **INSURANCE REQUIREMENTS**

### **I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:**

#### **Commercial General Liability and Automobile Liability Coverages**

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the Successful Bidder, his agents, representatives, and employees; products and completed operations of the Successful Bidder; or automobiles owned, leased, hired or borrowed by the Successful Bidder. The coverage shall contain no special limitation(s) on the scope of protection afforded to the County, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the Successful Bidder shall provide the endorsement that evidences Manatee County being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The Successful Bidder's insurance coverage shall be primary insurance with respect to 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 Successful Bidder's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

#### **Workers' Compensation and Employers' Liability Coverages**

The insurer shall agree to waive all rights of subrogation against the County, its officials, employees and volunteers for losses arising from service performed by the Successful Bidder for the County.

### **II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:**

- a. Prior to the execution of contract or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, Successful Bidder shall furnish the County with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the County, Successful Bidder will provide the County with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida**  
**Attn: Risk Management Division**  
**1112 Manatee Avenue West, Suite 969**  
**Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
  - d. Successful Bidder shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
  - e. Successful Bidder agrees that should at any time Successful Bidder fail to meet or maintain the required insurance coverage(s) as set forth herein, the County may terminate this contract.
  - f. The Successful Bidder waives all subrogation rights against Manatee County, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
  - g. The Successful Bidder has sole responsibility for all insurance premiums and policy deductibles.
  - h. It is the Successful Bidder's responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. Successful Bidder shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or Successful Bidder shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
  - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the County has the right to review the Successful Bidder's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** Successful Bidder understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the County, or to others, and the County's failure to request evidence of this insurance coverage shall not be construed as a waiver of Successful Bidder's obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the Successful Bidder and shall become a part of the contract.

- V. Successful Bidder understands and agrees that the County does not waive its immunity and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

## **VII. BONDING REQUIREMENTS**

**Payment and Performance Bonds.** Prior to commencing work, the Successful Bidder shall obtain, for the benefit of and directed to County, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Successful Bidder of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Successful Bidder to provide the Payment and Performance Bond shall be approved by County prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in Successful Bidder being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to County. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to Manatee County, a political subdivision of the State of Florida, **within ten (10) calendar days after issuance of notice of intent to award.**

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the Successful Bidder shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, County will make no payment to the Successful Bidder until the Successful Bidder has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with County. Said Payment and Performance Bonds will remain in force for the duration of the Agreement with the premiums paid by the Successful Bidder. Failure of the Successful Bidder to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. County may then contract with the next lowest, responsive and responsible Bidder or re-advertise this IFB.

Failure of County at any time to require performance by the Successful Bidder of any provisions set out in the resulting Agreement will in no way affect the right of County, thereafter, to enforce those provisions.



## **BIDDER'S INSURANCE STATEMENT**

**THE UNDERSIGNED** has read and understands the aforementioned insurance and bond requirements of this RFQ/IFB and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

Bidder Name: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized  
Bidder's Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Agent Name: \_\_\_\_\_ Agent Phone: \_\_\_\_\_

Surety Agency: \_\_\_\_\_

Surety Name: \_\_\_\_\_ Surety Phone: \_\_\_\_\_

***Please return this completed and signed statement with your Bid.***

**Manatee County, a Political Subdivision of the State of Florida**

**Indemnity and Hold Harmless**

Respondent shall defend, indemnify and hold harmless the County and all of the County's officers, agents, employees, and volunteers from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Respondent, its officers, employees, representatives and agents in performance or non-performance of its obligations under the Contract/Agreement. Respondent recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the County in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Contract/Agreement. Compliance with any insurance requirements required elsewhere within this Contract/Agreement shall not relieve Respondent of its liability and obligation to defend, hold harmless and indemnify the County as set forth in this article of the Contract/Agreement.

Nothing herein shall be construed to extend the County's liability beyond that provided in section 768.28, Florida Statutes.

|                                   |             |
|-----------------------------------|-------------|
| <b>PROJECT NUMBER AND/OR NAME</b> |             |
| <b>INSURANCE AGENT</b>            |             |
| <b>RESPONDENT SIGNATURE</b>       | <b>DATE</b> |

Acknowledgement:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_ by \_\_\_\_\_ [YOUR FULL LEGAL NAME], who is  
personally known to me or who has produced \_\_\_\_\_ as  
identification.

Notary Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

(seal)

**BID FORM**

TO: Manatee County Procurement Division  
1112 Manatee Avenue West  
Bradenton, Florida 34205

RE: **"Sealed Bid 17-1203BLS 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.

We understand that the 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 Bidder 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: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

FEIN NUMBER: \_\_\_\_\_

Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_  
Acknowledge Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**BID FORM**  
**IFB 17-1203BLS**  
**GASOLINE AND DIESEL FUEL**

**1. GASOLINE: Transport Loads    Unleaded w/10% Ethanol**

Pricing Base Source: (name) \_\_\_\_\_ (see page C-2 & C-3)

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

Estimated Annual Use for this fuel: 200,000 gallons

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

Pricing Base Source: (name) \_\_\_\_\_ (see page C-2 & C-3)

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

Estimated Annual Use for this fuel: 150,000 gallons

**3. DIESEL: Transport Loads    #2 Diesel, Ultra Low Sulfur**

Pricing Base Source: (name) \_\_\_\_\_ (see page C-2 & C-3)

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

Estimated Annual Use for this fuel: 900,000 gallons

**4. DIESEL: Tank Wagon Loads    #2 Diesel, Ultra Low Sulfur**

Pricing Base Source: (name) \_\_\_\_\_ (see page C-2 & C-3)

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

Estimated Annual Use for this fuel: 250,000 gallons

BIDDER: \_\_\_\_\_

**EMERGENCY CONTACT INFORMATION**

Emergency Contact Person: \_\_\_\_\_  
(print)

Telephone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

**DOES YOUR COMPANY HAVE FUEL RESERVES OR STORAGE ACCESSIBLE DURING EMERGENCY EVENTS WHEN THE PORT OF TAMPA IS CLOSED? Please provide details (include additional documentation if applicable).**

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**DOES YOUR COMPANY HAVE REMOTE FUELING CAPABILITIES? Please provide details (include additional documentation if applicable).**

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**DURING EMERGENCY EVENTS IS YOUR COMPANY EQUIPPED TO PROVIDE REMOTE FUELING? Please provide details (include additional documentation if applicable).**

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BIDDER \_\_\_\_\_

**Attachment "A"**  
**REFERENCES**

**THIS REFERENCE SHEET SHALL BE COMPLETED AND SUBMITTED WITH YOUR BID**

**List three current major and / or government accounts for reference purposes that you provide similar products / services within the past three years (attached additional sheets if necessary):**

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Agreement Dates: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Agreement Dates: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Agreement Dates: \_\_\_\_\_

BIDDER \_\_\_\_\_

**Attachment "B"**  
**STATEMENT OF NO BID**

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

Manatee County Procurement  
1112 Manatee Avenue West, Suite 803  
Bradenton, Florida 34205  
Email: [purchasing@mymanatee.org](mailto:purchasing@mymanatee.org)

We, the undersigned, have declined to bid on Bid No.: 17-1203BLS Gasoline and Diesel Fuel  
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)

## Attachment "C"

### PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

#### SWORN STATEMENT PURSUANT TO ARTICLE V, MANATEE COUNTY PROCUREMENT CODE

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 Successful 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 has not:

(1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or

(2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or

(3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Procurement Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or

(4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or

(5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.



Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction shall prove the same with documentation satisfactory to the County's Procurement Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

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 SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

\_\_\_\_\_  
[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]

**Signatory Requirement** - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

**Attachment "D"**  
**BIDDER CERTIFICATION REGARDING**  
**SCRUTINIZED COMPANIES LISTS**

I am agent authorized by the company responding to this solicitation to make the following certification: I hereby certify that the company has reviewed Florida Statutes § 287.135, and that after such review, the company is not prohibited by the terms of that statute from entering into an agreement with Manatee County for the commodities and/or services which are the subject of this solicitation. I further acknowledge that my submission of a false certification may subject me and/or my company to civil penalties, attorney's fees, and/or costs.

Bidder Name: \_\_\_\_\_

Bidder FEIN: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Certified by: \_\_\_\_\_

Who is authorized to sign on behalf of the company listed above.

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **MAILING LABEL**

Cut along the outside border and affix this label to your sealed Bid envelope to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the Bid and the Bid due date and time where requested.

### **SEALED BID - DO NOT OPEN**

**BIDDER:** \_\_\_\_\_

**SEALED BID NO:** 17-1203BLS

**BID TITLE:** Gasoline and Diesel Fuel

**DUE DATE/TIME:** \_\_\_\_\_ @ \_\_\_\_\_