

**WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS**



**FUEL FOR COUNTY
VEHICLES AND EQUIPMENT
INVITATION TO BID 2010-09**

RESPONSES ARE DUE BY: August 20, 2010 BY 2:00 P.M., EST

MAIL OR DELIVER RESPONSES TO:

Wakulla County Board of County Commissioners
Purchasing Office
3093 Crawfordville Highway
PO Box 1263
Crawfordville, FL 32326

Contact:

Virginia Dekle at 850.926.9500 or via e-mail at vdekle@mywakulla.com
850.926.9006 FAX

GENERAL INFORMATION

Wakulla County is seeking sealed bids for **Fuel For County Vehicles and Equipment**.

Requirements for submission and the selection criteria may be requested from the Wakulla County website at <http://www.mywakulla.com>. All questions pertaining to this Invitation to Bid (ITB) should be directed, in writing, to Virginia Dekle, Wakulla County, P. O. Box 1263, Crawfordville, Florida 32326, by facsimile (850) 926-9006 or by email to vdekle@mywakulla.com. Any addenda to this ITB shall be distributed to vendors on the list Wakulla County distributes for this ITB.

Bidders must submit one (1) original bid marked "Original" and four (4) copies marked "Copy" for a total of five (5) complete packages of the bid in a sealed envelope clearly marked on the outside with the Bidder's name and **"Sealed Bid for Fuel For County Vehicles and Equipment, Wakulla County, Florida"**, addressed and delivered to:

**Wakulla County Purchasing Office
3093 Crawfordville Highway
Crawfordville, FL. 32327**

All bids must be received by the County Purchasing Office before 2:00 p.m., on August 20, 2010. Any bids received after this date and time will be automatically rejected. Materials may be delivered by Certified Mail, Return Receipt Requested, hand-delivered or couriered. Faxed or e-mailed bids will be automatically rejected. Hand delivered bids may request a receipt. If sent by mail or by courier, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated above. Bidders should be aware that certain "express mail" services will not guarantee specific time delivery to Crawfordville, Florida. It is the sole responsibility of each Bidder to ensure their bid is received in a timely fashion.

All bids shall remain valid for a period of ninety (90) days beyond the deadline for submission and may be extended beyond that time by mutual agreement. The Board of County Commissioners ("BOCC") will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of Management Services, State of Florida, under section 287.133(3)(d), Florida Statutes. Wakulla County declares that all or portions of the documents and work papers and other forms of deliverables pursuant to this request shall be subject to reuse by the County.

Contract award will be by the Wakulla County Board of County Commissioners to the lowest priced, responsive and responsible Bidder, as determined on the basis of the bid and the County's investigations of the Bidder.

The BOCC reserves the right to reject any and all bids, to waive informalities in any or all bids, to re-advertise for bids, and to separately accept or reject any item or items and to award and/or negotiate a contract with the lowest priced, responsive and responsible Bidder, in the best interest of the Wakulla County BOCC.



CALENDAR OF EVENTS

FUEL FOR COUNTY VEHICLES AND EQUIPMENT

INVITATION TO BID 2010-09

All times listed in the Calendar of Events are Eastern Standard Time

Release of Request for Proposal	August 6, 2010 @ 2:00 p.m.
Technical Questions Due from Prospective Respondents	August 10, 2010
Responses to Technical Questions	August 13, 2010
PROPOSALS DUE TO BOCC	August 20, 2010 @ 2:00 p.m.
Posting of Intended Award	August 20, 2010
Board Consideration of Intended Vendor Award and Approval of Contract	September 7, 2010
Anticipated beginning of contract	September 8, 2010

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**SECTION ONE
INSTRUCTIONS TO BIDDERS**

1.01 DESCRIPTION

The Bidder awarded a contract shall be expected to furnish Unleaded Plus Gasoline (midgrade) and Ultra Low-Sulfur Highway Diesel for vehicles and equipment on an “as needed” basis to Wakulla County.

1.02 COPIES OF BID DOCUMENTS

Only complete sets of Bid Documents will be issued and shall be used in preparing responses. The BOCC does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets.

Complete sets of Bid Documents may be obtained in the manner and at the location stated in the Notice of Calling for Bid.

1.03 BID REQUIREMENTS

One (1) original bid, marked “Original” and four (4) copies marked “Copy” (five (5) complete packages) of the bid setting forth qualifications must be received.

1.04 DISQUALIFICATION OF RESPONDENTS

A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a response to this invitation must execute the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Responders, the response of all participants in such collusion shall be rejected, and no participants in such collusion will be considered in future responses for the same work.

B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity, may not submit a response/bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Category Two: \$25,000.00.

C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a bid in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with his or her bid. Failure to complete this form in every detail and submit it with your response or bid may result in immediate disqualification of your response.

D. **CONFLICT OF INTEREST:** Any Bidder who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

1.05 EXAMINATION OF ITB DOCUMENTS

Each Bidder shall carefully examine the ITB and other contract documents, and inform him or herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress, or performance of the work to be performed under the contract. Ignorance on the part of the Bidder will in no way relieve the Bidder of the obligations and responsibilities assumed under the contract.

Should a Bidder find discrepancies or ambiguities in, or omissions from, the specifications, or be in doubt as to their meaning, Bidder shall at once notify the County Attorney.

1.06 INTERPRETATIONS, CLARIFICATIONS, AND ADDENDA

No oral interpretations will be made to any potential Bidder as to the meaning of the contract documents. Any inquiry or request for interpretation received seven (7) or more days prior to the date fixed for opening of bids will be given consideration. All such changes or interpretation will be made in writing in the form of an addendum and, if issued, will be mailed or sent by available means to all known prospective Bidders prior to the established bid opening date. Each Bidder shall acknowledge receipt of such addenda in the space provided therefore in the bid response form. In case any Bidder fails to acknowledge receipt of such addenda or addendum, the bid will nevertheless be construed as though it had been received and acknowledged and the submission of the bid will constitute acknowledgment of the receipt of same. All addenda are a part of the contract documents and each Bidder will be bound by such addenda, whether or not received. It is the responsibility of each Bidder to verify all addenda issued has been received before responses are opened.

1.07 GOVERNING LAWS AND REGULATIONS

The Bidder is required to be familiar with and shall be responsible for complying with all federal, state, and local laws, ordinances, rules, and regulations that in any manner affect the work.

1.08 PREPARATION OF BIDS

Signature of the Bidder: The Bidder must sign the bid forms in the space provided for the signature. If the Bidder is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Bidder shall state in the bid the name and address of each person interested therein.

1.09 SUBMISSION OF RESPONSES

The bid shall be submitted in a sealed envelope, which shall be marked so as to clearly indicate its contents and the name of the Bidder. If forwarded by mail, the above-mentioned envelope shall be enclosed in another envelope addressed to the entity and address stated in the Invitation

To Bid, and preferably by special delivery, certified mail; if forwarded otherwise than by mail, it shall be delivered to the same address. Bids will be received until the date and hour stated in the Invitation To Bid.

Each Bidder shall submit the required evidence of the Bidder's qualifications and experience, as outlined in Section 1.10 and the executed forms set forth in Section 1.04, as well as any other forms required by this ITB.

1.10 CONTENT OF SUBMISSION

The submission of a bid in response to this ITB shall be printed on 8-1/2" x 11" white paper; shall be clear and concise and provide the information requested herein. The bid shall be bound, or in a three-ring binder or equivalent folder, and tabbed. Statements submitted without the required information will not be considered. Submissions shall be organized as indicated below. The Bidder should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration. Each Bidder must submit adequate documentation to certify the Bidder's compliance with the BOCC's requirements. Bidders should focus specifically on the information requested.

The following information, **at a minimum**, shall be included in the Submittal:

A. Cover Page

A cover page that states "INVITATION TO BID FOR FUEL FOR COUNTY VEHICLES AND EQUIPMENT". The cover page should contain Bidder's name, address, telephone number, and the name of the Bidder's contact person.

B. Tabbed Sections

Tab 1. Narrative Self-Analysis

The Bidder shall provide a history of the organization, its areas of special expertise, and how the individual(s) to provide services will fulfill the needs of the BOCC if awarded a contract pursuant to this ITB process.

Tab 2. References

Each Bidder shall provide at least two (2) references for which the reference is in a position to recommend the organization's qualifications for the same or similar services during the past three (3) years. Each reference shall include, at a minimum:

- Name and full address of reference organization
- Name of Contact person for contract
- Telephone number(s)
- Date of initiation of contract with reference
- Brief summary comparing the referenced services to these proposed services

Tab 3. Staffing

It is anticipated that the primary Bidder indicated in the response to this ITB shall be the primary person providing services to the BOCC, notwithstanding said entity may use other staff and employees to perform the work required to fulfill the contractual obligations to the BOCC. Bidder shall include a list of the proposed staff positions that will provide the work required if awarded this contract.

List the total number of staff and list the number and type of minorities, using the Federal definitions, included in the staff.

If the Bidder intends to subcontract any portion of a contract, such subcontractors shall be listed, including the name, contact person, and address of such subcontractor.

Tab 4. Pending/Past Litigation

The Bidder shall describe any pending litigation in which the Bidder is involved as a result of provision of any services which are described herein. The Bidder shall describe any litigation in which the Bidder has been involved with or against Wakulla County or the Wakulla County BOCC within the past five (5) years.

Tab 5. BOCC response/bid forms

Bidder complete and execute the response/bid forms specified below and found at the designated pages in this ITB, and shall include them in the section tabbed 5:

	<u>Page</u>
Response Form	26
Non-Collusion Affidavit	27
Ethics Clause	28
Conflict of Interest Disclosure Statement	29
Drug Free Workplace Certificate	30
Local Business Qualification Statement	31
Pricing Information	32

Copies of all professional and occupational licenses shall be included in this section.

Tab 6. Pricing Information

Bidder shall fill out the requested pricing information, specifically to be comprised of the Bidder's firm markup that would be added to the listed Oil Price Information Service Cost from the Bainbridge, Georgia, Terminal, at the time of delivery, to include delivery and freight charges, but excluding taxes.

Tab 7. Other Information

Provide any additional information that will present evaluators with insight about the qualifications, fitness and abilities of Bidder.

1.11 MODIFICATION OF BIDS

Written modification will be accepted from Bidders, if addressed to the entity and address indicated in the Invitation to Bid and received prior to the bid due date and time.

1.12 RESPONSIBILITY FOR BID

The Bidder is solely responsible for all costs of preparing and submitting the bid, regardless of whether a contract award is made by the BOCC.

1.13 RECEIPT AND OPENING OF BIDS

Bids will be received until the designated time and will be publicly opened and read aloud at the appointed time and place stated in the Invitation To Bid. No responsibility will be attached to anyone for the premature opening of a bid not properly addressed and identified. Bidders or their authorized agents are invited to be present.

1.14 DETERMINATION OF SUCCESSFUL BIDDER

The BOCC reserves the right to reject any and all bids and to waive technical errors and irregularities as may be deemed best for the interests of the BOCC, and to determine which Bidders are responsible or responsive. Bids which contain modifications or are incomplete, unbalanced, conditional, obscure, or which contain additions not requested or irregularities of any kind, or which do not comply in every respect with the instructions to Bidders, and the contract documents, may be rejected at the option of the BOCC. Final selection of the successful respondent(s) shall be made by the BOCC at a noticed public meeting.

Replies which do not meet all requirements of this bid or which fail to provide all required information, documents, or materials will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the Board. Bidders whose replies, past performance or current status do not reflect the capability, integrity, or reliability to perform fully and in good faith the requirements of the contract may be rejected as non-responsive. The BOCC reserves the right to inspect all facilities of a Bidder in order to make a determination of the foregoing.

1.15 AWARD OF CONTRACT

The BOCC reserves the rights to award separate contracts for each service area and to waive any informality in any response, or to re-advertise for all or part of the work contemplated. If bids are found to be acceptable by the BOCC, written notice will be given to the selected Bidder of the award of the contract(s).

If the award of a contract is annulled, or the awarded Bidder fails to execute a contract prior to the date and time indicated by the BOCC, the BOCC may award the contract to another Bidder or the work may be re-advertised or may be performed by other qualified personnel as the BOCC decides.

A contract will be awarded to the lowest priced, responsive and responsible Bidder that meets the specifications. The lowest price will be based on the lowest vendor firm markup price, which is the amount that will be added to the listed Oil Price Information Service Cost using the Bainbridge, Georgia, Terminal Pad 1 Report.

The BOCC also reserves the right to reject the response of a Bidder who has previously failed to perform properly or to complete contracts of a similar nature on time.

1.16 EXECUTION OF CONTRACT

The Bidder to whom a contract is awarded will be required to return to the BOCC four (4) executed counterparts of the prescribed contract together with the required certificates of insurance.

1.17 INSURANCE

A. The successful Bidder shall defend, indemnify and hold harmless the Wakulla County BOCC from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by BOCC) and any other losses, damages, and expenses (including Bidder or any of its subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Bidder or its Subcontractors in any tier, their employees, or agents.

B. In the event the performance of the work (to include the work of others) is delayed or suspended as a result of the Bidder's failure to purchase or maintain the required insurance, the Bidder shall indemnify the BOCC from any and all increased expenses resulting from such delay.

C. The first ten dollars (\$10.00) of remuneration paid to the Bidder is for the indemnification provided for above.

D. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this ITB.

E. If awarded the contract, the Bidder shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the BOCC and the Bidder.

F. The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to do business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement

providing sixty (60) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

G. The successful Bidder shall obtain and maintain the following policies:

1. Workers' Compensation insurance as required by the State of Florida.
2. Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
3. Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.
4. Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Bidder or any of its employees, agents or subcontractors or subconsultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
5. County shall be named as an additional insured with respect to Bidder's liabilities hereunder in insurance coverages identified in Paragraphs 3 and 4.
6. Bidder shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of subcontractor if so required by County during the term of the Contract entered into by the successful Bidder and the County. County will not pay for increased limits of insurance for subcontractors.
7. Bidder shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

1.18 LOCAL PREFERENCE IN PURCHASING

A. Unless otherwise prohibited by prevailing law or policy, in the purchasing of, or letting of contracts for procurement of materials and contractual services for which an invitation to bid is issued, a local preference of the bid price shall be assigned for a local preference to a Bidder, as follows:

1. A Bidder which has a principal office located within Wakulla County and which satisfies the definition of a “Local Business” as set forth in paragraph (B)(1) this section shall be given a preference in the amount of five percent (5%) of the bid price.

2. If no Local Business as defined in paragraph (B)(1) of this section is competing on a project, Bidders which satisfy the definition of a “Local Business” as set forth in paragraph (B)(2) of this section shall be given a preference in the amount of four percent (4%) of the bid price.

3. If no Local Business as defined in paragraphs (B)(1) or (B)(2) of this section are competing on a project, Bidders which satisfy the definition of a “Local Business” as set forth in paragraph (B)(3) of this section shall be given a preference in the amount of three percent (3%) of the bid price.

B. “Local Business” means, for the purposes of this section:

1. A business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to an invitation to bid; or

2. A business that has both a fixed office or distribution point located in and having a street address within Wakulla County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Wakulla County, or two (2) part-time employees whose primary residences are in Wakulla County, or, if the business has no employees, the business shall be at least fifty (50%) owned by one or more persons whose primary residence is in Wakulla County.

3. A business that has both a fixed office or distribution point located in and having a street address within Franklin County, Jefferson County, Leon County, or Liberty County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County, or two (2) part-time employees whose primary residences are in Franklin County, Jefferson County, Leon County, or Liberty County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County.

C. Any Bidder claiming to be a Local Business shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements above. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a respondent is a Local Business.

D. The preference of 3%, 4%, or 5% in an invitation to bid shall be applied and deducted from the total amount of the bid price.

E. If, after application of the local preference there is a tie between two Bidders, the award of the project will go to the Local Business.

SECTION TWO
SCOPE OF SERVICES, SPECIFICATIONS

2.01 Scope of Services

- A. This Invitation To Bid contemplates furnishing Unleaded Plus Gasoline (midgrade) and Ultra Low-Sulfur Highway Diesel for vehicles on an “as needed” basis to Wakulla County.
- B. The successful Bidder shall deliver the petroleum products ordered within twenty-four (24) hours of a request from the Wakulla County Public Works Department located at 340 Trice Lane, Crawfordville, FL 32327.
- C. The successful Bidder shall have storage tanks located within a fifty (50) mile radius of Wakulla County, Florida, capable of storing enough fuel products to effectively service this contract in the event of an emergency or the inability to obtain fuel product from the terminal of record.
- D. The products/services required under this ITB are vital to the operation of the County and may be required during emergency situations such as hurricanes and other catastrophes, whether man-made or natural. Time is of the essence during these situations and the successful Bidder must be able available at any time, day or night during those periods. ***Please provide emergency contact information as part of your bid.***
- E. All petroleum products must meet or exceed the specifications as provided by the Division of Standards, Bureau of Petroleum Inspection, Department of Agriculture and Consumer Services, State of Florida, Tallahassee, Florida. The State Department of Agriculture and Consumer Services will be requested to make tests, should there be any question as to the quality furnished under a Contract awarded under the terms of this ITB. Should it be determined that any quantity purchased does not meet specifications of the State of Florida, such gasoline and diesel must be picked up by the successful Bidder as directed by the BOCC and full credit or reimbursement given. Failure to meet the above provisions shall be deemed sufficient by the County to terminate any Contract awarded under the provisions of this ITB.
- F. The total prices payable under a Contract awarded under this ITB shall be adjusted, upward and downward, in accordance with changes in daily reports published by the Oil Price Information Service (OPIS) and charged at the distributor in Bainbridge, Georgia, Terminal Pad 1, and in accordance with all other provisions of this economic price adjustment clause. The Contractor warrants that the unit prices set forth in this contract includes only the daily price charged by the distributor and the vendor firm markup.
- G. The services and materials required under this ITB and any contract awarded pursuant to this ITB shall be provided for a period beginning immediately upon execution of a contract by both parties and ending three years from the date of final execution.

2.02 Specifications

A. Prices quoted must be the Bidder's markup prices delivered to the necessary location within Wakulla County. Any bids containing modifying or "escalator" clauses will not be considered. Discounts offered will be applied to the bid price by the bidder and only the net price delivered F.O.B. to the County will be shown on bid. Deliveries of all items must be made as soon as possible.

B. Any deviation from the specifications or scope of services herein must be clearly explained on the attached sheet; otherwise, it will be considered that the items offered are in strict compliance with these specifications.

C. The Bidder shall agree to furnish metered delivery tickets in duplicate on each delivery, one copy of which shall be left at the delivery point, being the site to which delivery was made, and the second copy shall be retained by the supplier and attached to an itemized invoice, and then mailed to the Wakulla County Board of County Commissioners, Public Works Department, 340 Trice Lane, Crawfordville, FL 32327. Invoices shall reflect the cost per gallon, based upon the Oil Price Information Service (OPIS) Report for each of the petroleum products' average prices listed daily, using the Bainbridge, Georgia Terminal Pad 1 Report at the time of delivery, plus all applicable taxes, and delivery charges listed separately and the vendor's firm markup included in the successful bid.

D. It is in the best interest of Wakulla County that the Ultra Low Sulfur Highway Diesel Fuel and Unleaded Plus (midgrade) gasoline be provided by the same vendor. Therefore the successful "low bid" for these two products will be decided using the vendor's firm markup (VFM). The VFM shall be stated as the amount to be charged to the County that is added to the cost per gallon included in the OPIS Report at the time of delivery. Wakulla County's diesel usage for the previous twelve months was approximately 120,000 gallons and gasoline usage was approximately 175,000 gallons.

SECTION THREE CONTRACT

WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327 (the "County"), hereby contracts with _____ (the "Contractor") of _____ (address) to perform all work or services in connection with County ITB No. 2010-09 (the "Services"), as said work is set forth in the Scope of Services and Specifications set forth in the Invitation To Bid and other Contract Documents hereafter specified.

The County and the Contractor, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the documents described in Section 4 hereof, the Legal Advertisement, the Instructions to Bidders, the Contractor's Proposal, the General Terms and Conditions, and any duly executed and issued addenda, Change Orders, Work Directive Changes, and amendments relating thereto. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement"). A copy of the Contract Documents shall be maintained by Contractor at the Project site at all times during the performance of the Services.

B. The County shall furnish to the Contractor up to five (5) sets of the Contract Documents as are reasonably necessary for execution of the Services. Additional copies of the Contract Documents shall be furnished, upon request, at the cost of reproduction.

Section 2. Scope of Work.

The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, supplies, utilities, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good and workmanlike manner the Services required by this Agreement.

Section 3. Contract Amount.

In consideration of the faithful performance by the Contractor of the covenants in this Agreement to the full satisfaction and acceptance of the County, the County agrees to pay, or cause to be paid, to Contractor the listed Oil Price Information Service Cost for the necessary materials on the day such materials are purchased by Contractor as requested by the County, from Bainbridge, Georgia, Terminal Pad 1, along with the following vendor firm markup above the amounts (such amounts to include delivery and freight charges, and to exclude taxes):

<u>ITEM</u>	<u>VENDORS FIRM MARKUP PER GALLON</u>
Ultra Low Sulfur Diesel	\$ _____
Unleaded Plus	\$ _____

Section 4. Contract Time

A. Time is of the essence in the performance of the Services under this Agreement. The "Commencement Date" shall be established in the Notice to Proceed to be issued by the County. The Contractor shall commence the Services within five (5) calendar days from the Commencement Date. No Services shall be performed prior to the Commencement Date. Any Services performed by the Contractor prior to the Commencement Date shall be at the sole risk of the Contractor. The services shall be performed on an "as needed" basis and within twenty-four (24) hours of a request from the Wakulla County Public Works Department.

B. The Services and materials required under this Agreement shall be provided for a period beginning immediately upon execution of a contract by both parties and ending three years from the date of final execution.

C. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

Section 5. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement:

- A. Legal Advertisement
- B. Instructions to Respondents
- C. Scope and Specifications
- D. Contract
- E. General Terms and Conditions
- F. Response/Bid Forms

Section 6. Notices.

A. All notices required or made pursuant to this Agreement by the Contractor to the County shall be in writing and delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, addressed to the following:

Wakulla County Administrator
3093 Crawfordville Highway
Crawfordville, Florida 32327

B. All notices required or made pursuant to this Agreement by the County to Contractor shall be made in writing and shall be delivered by hand or by United States Postal Service Department, first class mail, postage pre-paid, return receipt requested, or by Federal Express, addressed to the following:

Corporate Name of Contractor: _____

Address (including city, state and zip): _____

Name of person with their title to whose
Attention the notice should be sent: _____

Telephone and Fax numbers: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

Section 7. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

Section 8. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 9. Governing Law.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida.

Section 10. No Waiver.

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 11. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Services contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 12. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CONTRACTOR:

(Company Name)

ATTEST:

By: _____ (Signature) _____ (Printed)
Its: _____ (Title)
Date: _____

Witness:

Its: _____
President/Corporate Secretary/Witness Date: _____

[Corporate Seal]

2nd Witness (if not incorporated)

BOARD OF COUNTY COMMISSIONERS
OF WAKULLA COUNTY, FLORIDA

(SEAL)

By: _____
Chairman

Clerk: _____

Date: _____

Approved as to Form and Content:

County Attorney

SECTION FOUR GENERAL TERMS AND CONDITIONS

4.01 DEFINITIONS

Wherever used in these General Conditions or in the other contract documents the terms below have the meanings indicated which are applicable to both the singular and plural thereof.

Addenda - Written or graphic instruments issued prior to the opening of responses which clarify, correct, or change the responding documents or the contract documents.

Bid Documents - The advertisement or invitation calling for bids, instructions, and forms contained in this Invitation To Bid (Response Form, Non-Collusion Affidavit, Ethics and Conflict of Interest Clause, Drug Free Workplace, and Local Business Qualification Statement) and the proposed contract documents (including all addenda issued prior to receipt of responses).

Bidder - Any individual or entity and their sub-contractors/sub-consultants submitting qualifications and pricing in response to this ITB.

Contract Documents - The response documents, agreement, addenda (which pertain to the contract documents), the Respondent's bid (including documentation accompanying the response and any post-response documentation submitted prior to the notice of award) when attached as an exhibit to the agreement, these General Conditions, together with all amendments, modifications, and supplements.

Contractor - The person, firm, or corporation with whom the BOCC has entered into the Contract.

Effective Date of the Contract - The date indicated in the Contract on which it becomes effective, but if no such date is indicated it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.

Written Amendment - A written amendment of the contract documents, signed by the BOCC and the Contractor on or after the effective date of the contract documents.

Failure to Execute Required Forms – Failure to execute the required forms shall result in entity being disqualified and the response will be rejected.

4.02 CONTRACTOR'S RESPONSIBILITIES

4.02.1 Supervision and Personnel

Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the contract documents.

4.02.2 **Parts, Materials, and Equipment**

Unless otherwise specified in the contract documents, the Contractor shall furnish and assume full responsibility for all services, materials, equipment, labor, transportation, machinery, tools, and all other incidentals necessary for the completion of the work.

4.02.3 **Records**

Contractor shall be required to maintain records pertaining to the contract for five (5) years after the termination of the contract.

4.02.4 **Taxes**

The Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by the Respondent in accordance with the laws and regulations of the place of the project which are applicable during the performance of the work.

4.02.5 **Compliance with Laws**

The Contractor shall comply with all applicable laws and regulations of federal, state and local governments.

4.02.6 **Intent of Contract Documents**

If before or during the performance of the services to be performed under the Contract, Contractor discovers a conflict, error or discrepancy in the Contract Documents, Contractor immediately shall report same to the County in writing and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from the County.

4.03 PAYMENTS

The County shall compensate the Contractor according to the Pricing included in the Contract attached hereto. Payment will be made monthly upon receipt of a proper invoice with documentation of services rendered, pursuant to the Florida Prompt Payment Act. Contractor shall provide detailed, itemized bills/invoices which shall, at a minimum:

(a) Description. Provide a general description of the quantity of gasoline or diesel delivered, and the average daily cost per gallon based upon the Oil Price Information Service, Bainbridge, Georgia, Terminal Pad 1 Report.

(b) Non-reimbursable expenses: The following expenses will in no event be reimbursable, unless specifically agreed to in advance in a writing executed by the County:

Personnel and Office Costs. Meals for time-keepers, overtime, word processing or computer charges, personal expenses, expenses that benefit other clients, expenses for books, costs of temporary employees, periodicals or other library materials, internal filing or other document handling charges, clerical expenses, stationery and other supply expenses, utilities,

and any other expense that is either unreasonable or unnecessary. (The fact that the firm charges other clients or that other firms charge their clients for an expense does not make it reasonable or necessary.)

Travel Expenses. Contractor will not be reimbursed for travel expenses.

(c) Contractor is not authorized to retain experts, additional counsel, consultants, support services, or the like, or to out source or delegate work outside Contractor's firm, without prior written approval by County.

(d) County will not pay any markup for expenses except for the approved vendor's firm markup ("VFM"). Other than the VFM, County will only reimburse the Contractor for actual approved out-of pocket costs and expenses, whether incurred personally by an approved time-keeper or incurred by other approved personnel (such as experts, consultants, support services personnel, or outsourced services personnel). County will not pay for any "expense" items that are in fact part of Contractor's overhead which should be included within Contractor's fee.

(e) Contractor shall include copies of receipts for all expenses with the itemized monthly bill. County may refuse to pay any expense item for which documentation is not provided by Contractor.

4.04 INDEMNIFICATION AND INSURANCE

4.04.1 Indemnification and Hold Harmless

The Contractor agrees to indemnify and hold the County harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the agreement. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Contractor employees and/or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

4.04.2 Insurance Requirements

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this Contract.

The Contractor shall obtain insurance as specified and maintain the required insurance at all times during the term of the contract entered into by the County and the Contractor.

The coverage provided herein shall be provided by an insurer with an A.M. Best Rating of VI or better, that is licensed to business in the State of Florida and that has an agent for service of process within the State of Florida. The coverage shall contain an endorsement providing sixty (60) days notice to the County prior to any cancellation of said coverage. Said coverage shall be written by an insurer acceptable to the County and shall be in a form acceptable to the County.

The Contractor shall obtain and maintain the following policies:

- (a) Workers' Compensation insurance as required by the State of Florida.
- (b) Employers Liability Insurance with limits of \$100,000 per Accident, \$500,000 Disease, policy limits, \$100,000 Disease each employee.
- (c) Comprehensive business automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, hired or non-owned vehicles, with minimum limits of \$100,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$50,000 per person, \$100,000 per occurrence, \$25,000 property damage.
- (d) Commercial general liability covering claims for injuries to members of the public or damage to property of others arising out of any covered act or omission of the Respondent or any of its employees, agents or subcontractors or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with \$300,000 Combined Single Limit, and if split limits are provided, the minimum acceptable limits shall be \$100,000 per person, \$300,000 per occurrence, \$50,000 property damage.
- (e) County shall be named as an additional insured with respect to Contractor's liabilities hereunder in insurance coverage's identified in Paragraphs (c) and (d).
- (f) Contractor shall require its subcontractors to be adequately insured at least to the limits prescribed above, and to any increased limits of Contractor if so required by County during the term of the Contract entered into by selected Contractor and the County. County will not pay for increased limits of insurance for subcontractors.
- (g) Contractor shall provide to the County certificates of insurance or a copy of all insurance policies including those naming the County as an additional insured. The County reserves the right to require a certified copy of such policies upon request.

4.05 PERMITS AND LICENSES

- (a) Pursuant to Section 218.80, F.S., the County will pay for all County permits and fees, including license fees, permit fees, impact fees or inspection fees applicable to the work. Contractor is not responsible for paying for permits issued by the County wherein the work is to be performed, but is responsible for acquiring all permits. The County may require the

Contractor to deliver internal budget transfer documents to applicable County agencies when the Contractor is acquiring permits.

(b) All permits, fees and licenses necessary for the prosecution of the Services which are not issued by the County shall be acquired and paid for by the Contractor.

4.06 TERMINATION

4.06.1 Termination for Default

(a) Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to provide the Services and materials under the Contract Documents within the time specified herein; (2) performs the Services unsuitably; (3) discontinues the prosecution of the Services; (4) fails to resume Services which have been suspended within a reasonable time after being notified to do so; (5) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; (6) allows any final judgment to stand against it unsatisfied for more than ten (10) days; (7) makes an assignment for the benefit of creditors; (8) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Services; or (9) materially breaches any provision of the Contract Documents.

(b) In addition to those bases for default and termination set forth in paragraph (a) of this section, the Contractor may be deemed in default and the agreement immediately terminated if the Contractor fails to provide gasoline meeting the specifications of the State of Florida Bureau of Petroleum Inspection within the Division of Standards of the Florida Department of Agriculture and Consumer Services. In the event of such a default and determination, such gasoline or diesel must be picked up from the County by the Contractor and full credit or reimbursement must be given.

(c) The County shall notify Contractor in writing of Contractor's default(s). If the County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Services and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Services by whatever means, method or agency which the County, in its sole discretion, may choose.

(d) If the County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses or damages incurred by the County incident to such completion, shall be deducted from

the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to the County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Services, such excess shall be paid to the Contractor.

(e) The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by the COUNTY in good faith under the belief that such payments or assumptions were necessary or required, in completing the Services and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Services hereunder.

4.06.2 **Termination for Convenience**

The agreement can be terminated by either party with or without cause with 120 days prior written notice.

**SECTION FIVE
RESPONSE/BID FORMS**

RESPONSE TO: INVITATION TO BID FOR FUEL FOR COUNTY VEHICLES AND EQUIPMENT WAKULLA COUNTY PURCHASING DEPARTMENT, CRAWFORDVILLE, FLORIDA 32327

I acknowledge receipt of Addenda No(s) _____

I have included:

Statement of Qualifications/Narrative _____	Non-Collusion Affidavit _____
References _____	Ethics Clause _____
Staffing Information _____	Conflict of Interest Disclosure _____
Description of Pending/Past Litigation (if any) _____	Drug Free Workplace _____
Pricing Quote _____	Local Preference Certification _____

In addition, I have included a current copy of the following professional and occupational licenses:

(Check mark items above, as a reminder that they are included.)

Mailing Address: _____ Telephone: _____

Fax: _____

Date: _____

By signing and submitting this Bid, I am certifying that (a) I am a citizen of the United States; (b) I am not a member or an employee of any taxing authority; and (c) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signed: _____ Witness: _____

(Seal)

(Name)

(Title)

NON-COLLUSION AFFIDAVIT

I, _____ of the County of _____
according to law on my oath, and under penalty of perjury, depose and say that:

1. I am _____
of the firm of _____
in response to the Invitation To Bid for:

Fuel For County Vehicles and Equipment and that I executed the said proposal with full authority to do so.

2. This response has been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor; and no attempt has been made or will be made by the responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

3. The statements contained in this affidavit are true and correct, and made with full knowledge that Wakulla BOCC relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

(Signature of Responder)

(Date)

STATE OF: _____

BOCC OF: _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____
_____ who, after first being sworn by me, (name of individual signing) affixed his/her signature
in the space provided above on this _____ day of _____ 20____.

NOTARY PUBLIC

My Commission Expires: _____

ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

CONFLICT OF INTEREST DISCLOSURE STATEMENT

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their bids whether any officer, director, employee or agent is also an officer or an employee of the Board of County Commissioners. All firms must disclose the name of any state officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Employee of the Board:

Name of a County Employee that owns 5% or more in Respondent's firm:

Not applicable: _____

Name

Company

Date

DRUG FREE WORKPLACE CERTIFICATION

In the event of a tie, preference shall be given to businesses with drug-free workplace programs. Whenever two or more responses which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

LOCAL BUSINESS QUALIFICATION STATEMENT

I, the undersigned do hereby certify that _____
(Company name) qualifies as a local business based on the language and conditions present in the Invitation to Bid documents. This business qualifies based on the criteria set forth in (check one):

- 1. Paragraph (B)(1) _____. Please attach a copy of local business tax receipt.
- 2. Paragraph (B)(2) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(2).
- 3. Paragraph (B)(3) _____. Please attach documentation reflecting satisfaction of the criteria in Paragraph (B)(3).

I understand that false certification of this qualification may result in my company's bid being rejected.

By: _____
Name: _____
Title: _____
Date: _____

PRICING INFORMATION

ITEM(S) TO BE PURCHASE: **PETROLEUM PRODUCTS**

VENDOR'S FIRM MARKUP: Amount that will be added to the listed Oil Price Information Service Cost Bainbridge, Georgia, Terminal Pad 1 Report, at time of delivery to include delivery and freight charges, and exclude taxes.

<u>ITEM</u>	<u>VENDORS FIRM MARKUP PER GALLON</u>
Ultra Low Sulfur Diesel	\$ _____
Unleaded Plus	\$ _____

ALL "COST PER UNIT" SHALL INCLUDE DELIVERY

The above bid(s) is submitted in accordance with specifications and regulations

BIDDERS SIGNATURE/TITLE

DATE

COMPANY NAME

ADDRESS

CITY, STATE AND ZIP CODE

AREA CODE/TELEPHONE NUMBER

EMERGENCY CONTACT PERSON/TELEPHONE NUMBER

INVITATION TO BID CHECKLIST

Please ensure that all items have been checked before submitting invitation to bid. Submit this checklist as the last page of your response.

Cover Page

Tabbed Sections:

Tab 1. Narrative Self-Analysis

Tab 2. References

Tab 3. Staffing

Tab 4. Pending Litigation

Tab 5. BOCC Response Forms

Tab 6. Pricing Information

Tab 7. Other Information