



REQUEST FOR BID (RFB) & BIDDER'S ACKNOWLEDGEMENT

RFB TITLE:
PROVIDE FUELS: GASOLINE & DIESEL

RFB NUMBER:
03-15

RFB OPENING DATE & TIME:
NON MANDATORY PRE-BID:

October 29, 2014 3:00 P.M. CT
October 22, 2014 10:00 A.M. CT
602-C N. Pearl Street, Crestview, FL
32536

NOTE: BIDS RECEIVED AFTER THE BID OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits your company to submit a bid on the above referenced goods or services. All terms, specifications and conditions set forth in this RFB are incorporated into your response. A bid will not be accepted unless all conditions have been met. All bids must have an authorized signature in the space provided below. All bids must be sealed and received by the Okaloosa County Clerk of Court by the "RFB Opening Date & Time" referenced above. The official clock for the purpose of receiving bids is located in the Clerk of Court, Brackin Building Conference & Training Room, #305 located at 302 N. Wilson St, Crestview, FL 32536 . All envelopes containing sealed bids must reference the "RFB Title", "RFB Number" and the "RFB Opening Date & Time". Okaloosa County is not responsible for lost or late delivery of bids by the U.S. Postal Service or other delivery services used by the respondent. Neither faxed nor electronically submitted bids will be accepted. Bids may not be withdrawn for a period of sixty (60) days after the bid opening unless otherwise specified.

BIDDER ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR BID. BIDS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

COMPANY NAME _____
MAILING ADDRESS _____

CITY, STATE, ZIP _____
FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): _____
TELEPHONE NUMBER: _____ EXT: _____ FAX: _____
EMAIL: _____

I CERTIFY THAT THIS BID IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER BIDDER SUBMITTING A BID FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE TO ALL TERMS AND CONDITIONS OF THIS BID AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE: _____ TYPED OR PRINTED NAME _____

TITLE: _____ DATE _____

NOTICE TO BIDDERS
RFB 03-15

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed bids until **3:00 p.m. (CST) October 29, 2014**, for the **Fuels: Gasoline & Diesel Bid**.

At **3:00 p.m. (CST), October 29, 2014**, all bids will be opened and read aloud. All bids must be in sealed envelopes reflecting on the outside thereof the Bidder's name and "**RFB Fuels: Gasoline & Diesel**". The Board of County Commissioners will consider all bids properly submitted at its scheduled bid opening in the **Conference & Training Room #305 – (old First National Bank Bldg.)** located at 302 N. Wilson St, Crestview, FL 32536. Bids may be submitted in the Conference & Training Room #305 prior to bid opening or delivered to the Clerk of Circuit Court, 302 N. Wilson St., #203, Crestview, FL 32536. **NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services.** Proposers using mail or delivery services assume all risks of late or non-delivery.

A non-mandatory pre-bid will be held at the Purchasing Office, 602-C North Pearl Street, Crestview, Florida, 32536, on **October 22, 2014 at 10:00 AM CT** to provide an opportunity for respondents to discuss the bid.

The County reserves the right to award the bid to the lowest responsive respondent and to waive any irregularity or technicality in bids received. Okaloosa County shall be the sole judge of the bid and the resulting negotiating agreement that is in its best interest and its decision shall be final.

Any Bidder failing to mark outside of envelope as set forth herein may not be entitled to have their bid considered.

All bids should be addressed as follows:

Fuels: Gas & Diesels Bid

Clerk of Circuit Court
Attn: Gary Stanford
Newman C. Brackin Bldg.
302 N. Wilson St. #203
Crestview FL 32536

Zan Fedorak
Purchasing Manager

Date

Deputy Clerk
Clerk of Circuit Court

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

BID REQUIREMENTS

SCOPE:

The purpose and intent of this invitation to bid is to select a supplier to provide and deliver Gasoline and Dyed Diesel Fuels to the various locations for Okaloosa County Board of County Commissioners on an as needed basis, at a fixed markup/discount added to the Oil Price Information Service (OPIS) daily rack on delivery date Pensacola, Florida Pad 1 Terminal cost per net gallon, for the specified fuel commodities, during the contract period.

TERM OF CONTRACT:

The term of this contract shall commence on the date the signatures of the respondent and Board of County Commissioners Chairman are complete and shall continue for a three (3) year period from the date of commencement unless terminated or extended as provided herein. All terms including pricing shall remain fixed for the contract period.

RENEWAL OPTION:

This contract may be extended by mutual agreement of the parties for two (2) additional one (1) year periods at the same terms and conditions.

AWARD:

The contract shall be awarded to the lowest, responsive and responsible bidder that complies with all provisions of this solicitation. Award will be based on the total cost of the two products, Regular Unleaded Gasoline 10% Maximum Ethanol Blend 87 Octane and Dyed Diesel Fuel No. 2, Ultra Low Sulfur. Calculations will be based on net gallon markup or discount for each respondent times the estimated annual consumption of each product. The contract will be awarded for both products to one vendor.

MATERIAL SAFETY DATA SHEETS:

Respondent shall forward MSDS in accordance with state and federal "Right to Know" laws on any and all chemical substance shipped under this contract which are considered toxic or hazardous under the guidelines established by Federal OSHA and State of Florida's "Right to Know" laws. The district requires that two (2) copies of the applicable material safety data sheets be furnished upon the initial purchase of any chemical or toxic substance.

ESTIMATED USAGE:

Anticipated annual usage is listed below. This is to be used as a guide only in the submission of your bid and in no way is to be considered as a firm amount that will be purchased. Every effort has been made to insure these quantities are as accurate as possible.

Regular Unleaded 87 Octane Gasoline 10% Maximum Ethanol Blend:	442,800 gallons
Dyed Diesel Fuel No. 2, Ultra Low Sulfur:	504,000 gallons

TESTING FOR ADHERENCE TO SPECIFICATIONS:

Should there be any questions to quality of the fuel products furnished under this contract Okaloosa County will require tests of the products. Should it be determined that any products purchased do not meet specifications such product shall be picked up immediately by respondent as directed by the district and given full credit. Respondent shall be liable for any consequential damages, in addition to fees or charges

incurred for testing if products fail. Failure to meet the above provisions shall be sufficient for action by the board to cancel any contract or agreement entered into under this bid.

SPILLAGE:

Respondent shall take all due precautions to prevent spillage of these products during delivery. Proper equipment maintenance, constant inspection, and where necessary, the use of collection pans during fuel transfer, will be employed to avoid leaks or spills. In the event of a spill, respondent shall be responsible for immediate containment, mitigation of the effects of the spill and cleanup of the spilled product at no cost to Okaloosa County. Should respondent fail to take immediate action, Okaloosa County may contract with a third party to accomplish the required control actions and will hold respondent responsible for the cost incurred plus legal fees, attorney costs and court costs.

PRICING:

Once the contract is in place, pricing shall be based on the OPIS daily rack price (published price for date of delivery) for each product for the Pensacola, Florida Pad 1 Terminal plus a fixed markup or discount fee for each net gallon of fuel delivered to county facilities. The fixed markup or discount fee shall include the respondent's profit and all delivery and handling costs from the successful respondent's terminal to the delivery location. The fixed markup or discount fee shall not change for the life of the contract. All applicable taxes shall be added at the time of invoicing. No other charges shall be added. The OPIS daily rack price for the Pensacola, Florida Pad 1 Terminal shall be used as a basis for pricing regardless of where the product is actually obtained.

INVOICING/PAYMENT:

Invoice prices shall be based on the OPIS daily rack (published price for date of delivery) for each product for the Pensacola, Florida Pad 1 Terminal plus a fixed markup or discount fee for each net gallon of fuel delivered. Invoice shall also include all applicable taxes (See "Taxes" paragraph below). All final invoiced fuel prices shall be rounded off to the fourth decimal; e.g., 2.93042322 would be billed at 2.9304. Payment terms shall be Net 30 days from receipt and acceptance of goods or service and Respondent's invoice. Respondent shall submit all invoices for payment to the following address:

Okaloosa County Fleet Operations
2798 Goodwin Ave
Crestview, Florida 32539

To expedite the payment process respondents may email the invoice directly to jcook@co.okaloosa.fl.us. All invoices shall be processed upon receipt. Light oil bill of lading and/or product receipt tickets presented for payment must carry the signature of the authorized agent of the County employee taking delivery at each tank location.

TAXES:

All applicable taxes shall be added to the invoice after the fixed price per net gallon is established. Current taxes not included in the posted terminal price are listed below. In the event other government non-exempt taxes are imposed that are not included in the contract price, they will also be added after the fixed price per net gallon is established. Should any tax rate be increased, the applicable new rate will be used. All payments will include the taxes billed. Should a dispute arise over the correct tax rate or applicable add-on-taxes, the State of Florida Department of Revenue will be requested to issue an official position which shall then become final and binding on all parties to the contract. All revenues found to be due and payable shall be calculated on a retroactive basis to the date tax was imposed. All bidders shall be registered with the Internal Revenue Service to directly apply for applicable Federal Excise Tax reimbursements. Under no

circumstance, will Okaloosa County pay the Federal Excise Tax on gasoline or diesel fuel. Certificates certifying that the school district will not claim reimbursement will be issued for the net gallons invoiced.

Current Applicable Taxes (Eff. 1/1/13)

	<u>Gasoline</u>	<u>Diesel</u>
FL Okaloosa CO Local Option Gas	.062000	N/A
Okaloosa Co LO Gas Tax	.110000	N/A
FL Motor Fuel Tax	.172250	N/A
FL Pollution Tax	.020714	.020714
Federal Env Rec Fee	.001706	.001901
Federal Exec Lust Govt Tax	.001000	.001000

ORDERING & DELIVERY:

Product will be ordered by phone by the Fleet Director (or designee) on an as needed basis. Respondent shall provide a confirmation number for each order at the time of the order. All deliveries must be made before 3 PM the next day after telephone notification. Delivery tickets and invoices shall reflect the net gallons delivered after adjustments for temperature compensation. Delivery tickets and a bill of lading shall be provided with each delivery and shall indicate gross gallons of fuel and net gallons of fuel delivered. The County will pay for net gallons of fuel delivered. A delivery ticket **MUST** be signed by a representative of the County and must identify the product, quantity and date delivered. Payment will not be made unless delivery ticket includes an authorized signature. Delivery personnel will be required to closely monitor fuel hoses during the fuel drop. Drivers are not to leave hoses unattended during fueling operations.

EMERGENCY SERVICES:

The product/services required under this bid are vital to the operation of the County and are 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 respondent awarded this contract should be able to be contacted at any time, day or night during those periods. **Please provide emergency contact information as part of your bid sheet.** Failure to deliver product within the required time and the required price during regular or emergency operations may result in one or more of the following:

1. The County will obtain fuel from another source until regular schedule can be maintained by contract respondent. Contract respondent will be charged, if applicable, the difference between prices paid to another source and contract price.
2. Termination of contract and subsequent award to next respondent.
3. If successful respondent falls to delivery more than two consecutive times and does not notify the County 24 hours or more prior to non-delivery of product, respondent will be in default of contract, contract will be terminated and respondent will be debarred from doing business with the County School District for a period of 1 year. The County will make every effort to be fair and reasonable during times of disaster.
4. The County provides emergency services (shelters and emergency assistance) during times of natural disaster. Returning schools to full operations is a priority in returning the general community to normalcy. **Respondents must include a plan detailing the priority of service that will be designated to Okaloosa County in the event of a disaster.** This should include the level of commitment that can be expected from

the supplier and their supply chain to support rapid restoration of services after a natural disaster.

TANK LOCATIONS AND CAPACITIES:

County Yard

2798 Goodwin Ave
Crestview, Florida 32539

Two 10,000 gallons AST Diesel tanks equipped with transfer pump
Two 10,000 gallons AST Gasoline tanks equipped with transfer pump

County Yard

84 Ready Ave
Ft Walton Beach, Florida 32548

One 12,000 gallons AST Diesel tanks equipped with transfer pump
One 12,000 gallons AST Gasoline tank equipped with transfer pump

City Yard

141A Hollywood BLVD
Ft Walton Beach, Florida 32548

One 10,000 gallons AST Diesel tanks equipped with transfer pump
One 10,000 gallons AST Gasoline tank equipped with transfer pump

*****ALL TANKS HAVE AUTOMATIC OVER FILL PREVENTION AT 95% OF TANK CAPACITY.**

SPECIFICATIONS

Respondents must be adequately equipped, supplied and staffed to promptly and efficiently furnish, deliver and dispense all products upon which bids are submitted. The district reserves the right to require affidavits of analysis on fuels delivered by the suppliers showing that said items meet specifications at any time during the contract period.

Respondent(s) shall be fully licensed as may be required by local, state or federal regulations and shall comply at all time with local, state or federal rules, regulations, laws, ordinances and statutes in the performance of this contract. Failure to do so may be deemed a material breach of contract and cause for immediate termination of the contract at the sole option of the County.

In the event of re-imposed Federal or State Petroleum Product Allocation Regulations or any similar petroleum product limiting legislations, the respondent(s) shall provide full support to the Okaloosa County Purchasing Department in application for maximum allowable allocation levels of motor gasoline/diesel fuels as may be applicable to end users qualifying under the classifications or providers to the public, Emergency and Sanitation Services.

The successful respondent(s) shall not assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of this or its rights, title or interest herein, or its power to execute such contract to any person, company or corporation without prior written consent of Okaloosa County.

The successful respondent(s) has the sole and exclusive responsibility for furnishing and delivery of the petroleum products in accordance with this contract. The successful respondents' obligations are non-transferable.

Item 1: REGULAR UNLEADED GASOLINE / 10% MAXIMUM ETHANOL BLEND, 87 OCTANE

Gasoline, total ethanol content of gasoline shall not exceed ten percent (10%) by volume. Minimum Octane Rating: $R+M/2=87$. Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process. Shall comply with Florida Department of Agriculture and Consumer Services standards 5f-2.001. Shall comply with State of Florida gasoline inspection laws. All transport deliveries to be adjusted to 60° F.

Item 2: DYED DIESEL FUEL, GRADE NO. 2 ULTRA LOW SULFUR FUEL

1. Regular-grade dyed diesel fuel oil is intended for use in all automotive high-speed/medium speed engine applications. The dyed diesel fuel supplied under this specification shall be refined hydrocarbon distillate fuel oils. The feed stock from which the diesel fuel is refined shall be crude oils derived from petroleum, tar sands, oil shale, or mixtures thereof.
2. The finished dyed diesel fuel shall be visually free from un-dissolved water, sediment and suspended matter; and shall be clear and bright when tested in accordance with approved test method of ASTM D975- 04C E1, and shall not exceed 15 p.p.m. sulfur content.

3. The following antioxidants may be blended separately or in combination into the dyed diesel fuel to retard the formation of gum and other oxidation products.
 - a. 2, 4-Dimethyl-6-tert-butylphenol
 - b. 2, 6-Di-tert-butyl-4-methylphenol
 - c. 2, 6-Di-tert-butylphenol
 - d. 2, 6-Di-tert-butylphenol (75 weight percent minimum) and a mixture of tert-butylphenols and tri-tert-butylphenols (25 weight percent maximum)
 - e. 2, 4-Di-tert-butylphenol (60 weight percent minimum) and mixed tert-butylphenols (40 weight percent maximum)

The total concentration of antioxidants shall not exceed 24 grams per cubic meter on an active ingredient basis.

4. Any one or any combination of the following cetane improvers may be added to the dyed diesel fuel to meet the cetane number requirements specified in table 1.
 - a. Amyl nitrate
 - b. Isopropyl nitrate
 - c. Hexyl nitrate
 - d. Cyclohexyl nitrate
 - e. 2-Ethylhexyl nitrate
 - f. Octyl nitrate

Concentration of the cetane improvers shall not exceed 0.5 weight percent.

5. Diesel fuel stabilizer additive may be blended into the dyed diesel fuel when additional protection against deterioration is required. These additives will perform the following functions: antioxidant, biocide, corrosion inhibitor, dispersant, and metal deactivator. Diesel fuel stabilizer additive is not intended for routine use in all diesel fuels, but should be used only in situations where a high degree of protection against deterioration is required. Typical applications are emergency stand-by units and small satellite fuel sites.
6. Must meet or exceed Federal Specification VV-F-800D dated October 27, 1987 and AMENDMENT 1 dated November 13, 1987. Fuel shall also meet requirements for low sulfur content in accordance with the Clean Air Act of 1990 and resulting administrative rulings.

The finished dyed diesel fuel shall conform to the requirements specified in **Table 1** below:

Table 1

<u>PRODUCT PROPERTY</u>	<u>ASTM TEST METHOD</u>	<u>TEST RESULTS</u>	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
GRAVITY API	D287	30	
FLASHPOINT °F	D93	125	
VISCOSITY CST@100F	D445	1.9	4.4
TOTAL SULPHUR WT%	D2622 OR D4294		0.05
CETANE NUMBER	D613	40	
CETANE INDEX	D976	40	
CARBON RESIDUE	D524		0.35
RAMSBOTTOM ON 10% BOTTOM ASH, WT%	D482		0.01

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 09/22/14

BONDING REQUIREMENTS

Performance Bond required. Amount of performance bond will be for 1 month's value of the total contract. Approximate value of the contract is \$3 million dollars per year.

RESPONDENT'S INSURANCE

1. The RESPONDENT shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
5. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the RESPONDENT.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the RESPONDENT.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the RESPONDENT, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the RESPONDENT to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
9. The designation of RESPONDENT shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.

10. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such cancellation or amendment. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The RESPONDENT shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the RESPONDENT shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all sub-contractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the RESPONDENT himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The RESPONDENT shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The RESPONDENT shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, and Broad Form Property Damage.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the RESPONDENT shall notify the County representative in writing. The RESPONDENT shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Respondent's Liability
 - 4.) Completed Operations and Products Liability

5. RESPONDENT shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
3. Personal and Advertising Injury	\$250,000
4. Professional Liability	\$1,000,000 each occurrence (A combined single limit)

NOTICE OF CLAIMS OR LITIGATION

The RESPONDENT agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the RESPONDENT’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the RESPONDENT becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, RESPONDENT shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the RESPONDENT and other persons employed or utilized by the RESPONDENT in the performance of this contract.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 602-C North Pearl Street, Crestview, Florida, 32536.

2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the RESPONDENT's full responsibility. In particular, the RESPONDENT shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the RESPONDENT has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the RESPONDENT required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the RESPONDENT of any responsibility under this contract.

Should the RESPONDENT engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The RESPONDENT hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the RESPONDENT under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The RESPONDENT shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

GENERAL SERVICES SPECIAL BID CONDITIONS

1. **PROJECT DESCRIPTION** – The purpose and intent of this invitation to bid is to select a supplier to provide and deliver Gasoline and Dyed Diesel Fuels to the various locations for Okaloosa County Board of County Commissioners on an as needed basis, at a fixed fee/discount added to the Oil Price Information Service (OPIS) daily rack Pensacola, Florida Pad 1 Terminal cost per net gallon, for each product, during the contract period.
2. **PRE-BID ACTIVITY** -
 - A. **Non-Mandatory Pre-Bid Meeting** – A non-mandatory pre-bid meeting will be held at the Purchasing Office, 602-C North Pearl Street, Crestview, Florida on **October 22, 2014 at 10:00 A.M.** to provide an opportunity for respondents to discuss the bid.
 - B. **Addendum** - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, any Commissioners, or County staff, and Review Committee, or any other person authorized on behalf of the County related or involved with the solicitation. Any inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing to, by US mail or email to:

Okaloosa County Purchasing Department
602 C North Pearl Street
Crestview, FL 32536
Email: jallen@co.okaloosa.fl.us
(850)689-5960

All questions or inquiries must be received no later than seven (7) calendar days prior to the bid closing date. Any addenda or other modification to the bid documents will be issued by the County five (5) days prior to the date and time of bid closing, as a written addenda distributed to all prospective bidders by posting to the Florida Online Bid System (Florida Purchasing Group). To access the Florida Online Bid System go to: www.floridabidsystem.com.

Such written addenda or modification shall be part of the bid documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their bid. No respondent may rely upon any verbal modification or interpretation.

3. **PREPARATION OF BID** – The bid form is included with the bidding documents. Additional copies may be obtained from the County. The respondent shall submit an original and two (2) copies of the bid form.

All blanks on the bid form shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the bid signed. A bid price shall be indicated for each section, bid item, alternative, adjustment unit price item, and unit price item listed therein, or the

words “No Bid”, “No Change”, or “Not Applicable” entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the figures, the written amount shall govern. Any bid may be rejected which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting bids.

A bid by corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

A bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A bid by an individual shall show the respondent’s name and official address.

A bid by a joint venture shall be executed by each joint venture in the manner indicated on the bid form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The bid shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the bid shall be shown.

If the respondent is an out-of-state corporation, the bid shall contain evidence of respondent’s authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. Respondent shall state contractor license # for the State of Florida shall also be shown on the bid form. Contractor shall be licensed in accordance with the requirements of Chapter 489 of the Florida Statutes.

4. **INTEGRITY OF BID DOCUMENTS** - Respondents shall use the original Bid Sheet provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Bid Sheet if sufficient space is not available on the original form for the respondent to enter a complete response. Any modifications or alterations to the original bid documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a bid. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent’s proposal response and presented in the form of an addendum to the original bid documents.
5. **SUBMITTAL OF BID** – A bid shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the bid is submitted), the name and address of the respondent, and shall be accompanied by the bid security and other required documents.

Note: Crestview is not a next day delivery site for overnight carriers.

6. **MODIFICATION & WITHDRAWAL OF BID** - A bid may be notified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where bids are to be submitted prior to the date and time for the opening of bids.

If within 24 hours after bids are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its bid, that respondent may withdraw its bid, and the bid security will be returned. Thereafter, if the work is rebid, that respondent will be disqualified from 1) further bidding on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

7. **BID OPENING INFORMATION** – Bids will be opened at the time and place indicated in the advertisement or invitation to bid and unless obviously non-responsive, read aloud publicly. It is the respondent’s responsibility to assure that his bid is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are **NOT** acceptable.

Note: Crestview, Florida is “not a next day guaranteed delivery location” by delivery services.

8. **BID TABULATION SHEET** – Any respondent interested in receiving a copy of the bid tabulation sheet **must** enclose a stamped self-addressed envelope with their bid.
9. **BIDS TO REMAIN SUBJECT TO ACCEPTANCE** – All bids will remain subject to acceptance or rejection for sixty (60) calendar days after the day of the bid opening, but the County may, in its sole discretion, release any bid and return the bid security prior to the end of this period.
10. **IDENTICAL TIE BIDS** - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (see attached certification form).

Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.

11. **CONDITIONAL & INCOMPLETE BIDS** - Okaloosa County specifically reserves the right to reject any conditional bid and will normally reject those bids which make it impossible to determine the true amount of the bid.
12. **BID PRICE** – The bid price shall include all equipment, labor, materials, permit(s), freight, taxes, required insurance, Public Liability, Property Damage and Workers’ Compensation, etc. to cover the finished work called for.

13. **ADDITION/DELETION OF ITEM** – The County reserves the right to add or delete any item from this bid or resulting contract when deemed to be in the County’s best interest.
14. **SPECIFICATION EXCEPTIONS** – Specifications are based on the most current literature available. Respondent shall clearly list any change in the manufacturer’s specifications which conflict with the bid specifications. Respondent must also explain any deviation from the bid specification in writing, as a foot note on the applicable bid page and enclose a copy of the manufacturer’s specifications data detailing the changed item(s) with their bid. Failure of the respondent to comply with these provisions will result in respondents being held responsible for all costs required to bring the equipment in compliance with contract specifications.
15. **APPLICABLE LAWS & REGULATIONS** – The respondent’s attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the bid throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.
16. **DISQUALIFICATION OF RESPONDENTS** - Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of his proposal or proposals:
 - A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
 - B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
 - C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such participant shall have been reinstated as a qualified proposer.
 - D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
 - E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
 - F. Default under previous contract.
 - G. Listing of the respondent by the Federal Government on its barred/suspended vendor list.
17. **AWARD OF CONTRACT** -
 - A. **Okaloosa County Review** - All respondents should be advised that Okaloosa County designated Staff will review all bids and will participate in the Recommendation to Award.
 - B. The County will award the bid to the lowest respondent, and the County reserves the right to award the bid to the respondent submitting a responsive bid with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all bids or to waive any irregularity or technicality in bids received. Okaloosa County

shall be the sole judge of the bid and the resulting negotiated agreement that is in its best interest and its decision shall be final.

- C. Okaloosa County reserves the right to waive any informalities or reject any and all bids, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this bid and to accept the bid that in its judgment will best serve the interest of the County.
- D. Okaloosa County specifically reserves the right to reject any conditional bids and will normally reject those which made it impossible to determine the true amount of the bid. Each item must be bid separately and no attempt is to be made to tie any item or items to any other item or items.

818. PAYMENTS – The respondent shall be paid upon submission of invoices to Okaloosa County Fleet Operations, 2798 Goodwin Avenue, Crestview, FL 32539. The prices stipulated herein for articles delivered and accepted. Invoices must show Contract #.

1919. DISCRIMINATION - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. PUBLIC ENTITY CRIME INFORMATION - Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. CONFLICT OF INTEREST - The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent’s convenience, this certification form is enclosed and is made a part of the bid package.

22. LOCAL PREFERENCE - Okaloosa County reserves the right to grant a preference to in-county respondents only when bids are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to respondents located in such political subdivisions. The amount of preference given to local respondents will be the same as that given by the state, county, municipality or other political subdivisions in which a respondent is located. If the political subdivision in which a respondent is located offers a preference to its local firms, that respondent must plainly state the extent of such preference to include the amount and type preference

offers. Any respondent failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the bid package.

23. **REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Bids will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.
24. **INVESTIGATION OF RESPONDENT** – The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
25. **AUTHORITY TO PIGGYBACK** - All respondents submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all governmental agencies under the same conditions, for the same contract price, and for the same effective period as this bid, should the respondent feel it is in their best interest to do so.

Each governmental agency desiring to accept these bids and make an award thereof shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid.

This agreement in no way restricts or interferes with the right of any governmental agency to bid any or all items.

26. **NO CONTACT CLAUSE** - The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

Note: For proposer's convenience, this certification form is enclosed and is made a part of the bid package.

27. **REVIEW OF PROCUREMENT DOCUMENTS** - Per Florida Statute 119.071 (2) 2 sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) (Inspection and copying of public records) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
28. **COMPLIANCE WITH FLORIDA STATUTE 119.071** - The RESPONDENT shall comply with all the provisions of section 119.071, Florida Statutes relating to the public records which requires, among other things, that the RESPONDENT: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all

requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.

- 29. PROTECTION OF RESIDENT WORKERS** – The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

- 30. SUSPENSION OR TERMINATION BY OWNER FOR CONVENIENCE** - Owner may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as Owner may determine, or to terminate all or a portion of the Contract for Owner's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If Owner orders a suspension, the Contract price and Contract time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.
- 31. FAILURE OF PERFORMANCE/DELIVERY** - In case of default by the respondent or respondent after award of bid, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the bid list for duration of one year, at the option of County officials.
- 32. AUDIT** - If required, respondent shall permit an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until the expiration of contract.
- 33. EQUAL EMPLOYMENT OPPORTUNITY; NON DISCRIMINATION** – Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 34. NON-COLLUSION** – Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.

35. UNAUTHORIZED ALIENS/PATRIOT'S ACT – The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

36. The following documents are to be submitted with the bid packet:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. No Contact Clause Form
- E. Recycled Content
- F. Indemnification and Hold Harmless
- G. Local Preference Data Sheet
- H. Company Data
- I. Addendum Acknowledgement
- J. Bid Sheet

DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented 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, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all respondents/proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your business), or “no”. If yes, give person(s) name(s) and position(s) with your business.

YES _____

NO _____

NAME(S)

POSITION(S)

FIRM NAME: _____

BY (PRINTED): _____

BY (SIGNATURE): _____

TITLE: _____

ADDRESS: _____

PHONE NO. _____

E-MAIL _____

DATE _____

FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

NO CONTACT CLAUSE

The Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective respondents/proposers and members of the Board of County Commissioners the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **MUST** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I _____ representing _____
Signature Company Name

On this _____ day of _____, 2014 hereby agree to abide by the County's "**No Contact Clause**" and understand violation of this policy shall result in disqualification of my proposal/submittal.

RECYCLED CONTENT FORM

RECYCLED CONTENT INFORMATION

1. Is the material in the above: Virgin _____ or Recycled _____ (Check the applicable blank). If recycled, what percentage _____%.

Product Description: _____

2. Is your product packaged and/or shipped in material containing recycled content?

Yes _____ No _____

Specify: _____

3. Is your product recyclable after it has reached its intended end use?

Yes _____ No _____

Specify: _____

The above is not applicable if there is only a personal service involved with no product involvement.

Name of Respondent: _____

E-Mail: _____

INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

Bidder's Company Name

Authorized Signature – Manual

Physical Address

Authorized Signature – Typed

Mailing Address

Title

Phone Number

FAX Number

Cellular Number

After-Hours Number(s)

Date

LOCAL PREFERENCE DATA SHEET

Refer to Special Bid Condition

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? (If your firm is located in Okaloosa County, you will check "NO.") If "YES," list below the extent of such preference.

YES _____

NO _____

Bidder's Company Name

Authorized Signature – Manual

Authorized Signature – Typed

COMPANY DATA

Physical Address & Phone #: _____

Proposer's Company Name: _____

Physical Address: _____

Contact Person (Typed-Printed): _____

Phone #: _____

Cell #: _____

Federal ID or SS #: _____

Proposer's License #: _____

Fax #: _____

Emergency #'s After Hours,
Weekends & Holidays: _____

ADDENDUM ACKNOWLEDGEMENT

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

<u>ADDENDUM NO.</u>	<u>DATE</u>

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

BID SHEET

BID ITEM NO.	FUEL TYPE	ESTIMATED ANNUAL GALLONS	FIXED MARKUP OR DISCOUNT/GAL TO OPIS DAILY RACK PENSACOLA <i>TRANSPORT DELIVERY</i>	FIXED MARKUP OR DISCOUNT/GAL TO OPIS DAILY RACK PENSACOLA <i>TANK WAGON DELIVERY</i>
1	REGULAR UNLEADED GASOLINE, 10% ETHANOL 87 OCTANE	442,800		
2	DYED DIESEL FUEL GRADE #2 ULTRA LOW SULFUR	504,000		

MINIMUM ORDER – TRANSPORT DELIVERY: 6,000 Gallons

MINIMUM ORDER – TANK WAGON DELIVERY: 500 Gallons

MAY ORDERS BE SPLIT BETWEEN LOCATIONS FOR TRANSPORT ORDERS? ___ YES ___ NO

WHAT IS THE MAXIMUM NUMBER OF SITES THAT CAN BE SPLIT FOR TRANSPORT ORDERS? _____

IS THERE A CHARGE FOR SPLIT TRANSPORT ORDERS BETWEEN LOCATIONS? ___ YES ___ NO.

WHAT IS THE CHARGE PER SPLIT BEYOND ONE SITE? _____

IS THERE A CHARGE FOR SPLIT TRANSPORT ORDERS TO THE SAME LOCATION? (ORDER DYED DIESEL & GASOLINE FOR THE SAME LOCATION TO MEET THE MINIMUM ORDER) ___ YES ___ NO.

WHAT IS THE CHARGE FOR A SPLIT ORDER TO THE SAME LOCATION? _____

RESPONDENT EMERGENCY CONTACT NAME & PHONE NUMBER: _____

TOLL FREE NUMBER FOR ORDERING: _____