HILLSBOROUGH COUNTY SHERIFF'S OFFICE

CHAD CHRONISTER, SHERIFF

INVITATION TO BID 2024-011 JET FUEL

June 6, 2024

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office Sheriff's Operations Center Financial Services Division - Purchasing Section 2008 East 8th Avenue Tampa, Florida 33605

> Sue Boyer, Assigned Buyer SBoyer@TeamHCSO.com

INSTRUCTIONS TO SUPPLIERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and BID RESPONSE (PART D), which together with all attachments, constitute the entire "Bid Package". Said Bid Package must be the basis upon which all bids are offered and must be kept together and returned, intact, by the time and at the place specified herein. The Supplier must sign the GENERAL TERMS AND CONDITIONS (PART A) and BID RESPONSE (PART D). Any questions concerning this Invitation to Bid (Bid) should be directed to the Assigned Buyer whose name appears above.

During award procedures, the Bid, its attachments, its amendments and Awarded Bid response will become incorporated into an agreement that becomes the "Contract Document". This Awarded Contract will require the signatures of the Hillsborough County Sheriff's Office and the Supplier to become binding. A draft copy of the proposed Awarded Contract and its terms and conditions are attached to this Bid for review. The final executed Awarded Contract may have differing terms due to negotiations. READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.

NOTICE TO SUPPLIERS

WHEN SUBMITTING A SEALED BID PACKAGE, CLEARLY MARK THE PACKAGE AS A BID DOCUMENT ON THE <u>OUTSIDE</u> OF THE ENVELOPE OR BOX. INCLUDE THE BID NUMBER AND THE DATE AND TIME OF THE BID OPENING.

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PROPOSED SCHEDULE OF EVENTS	DATE
BID ADVERTISED / POSTED TO HCSO AND OSD WEBSITES	6/9/2024
DEADLINE TO SUBMIT QUESTIONS	6/25/2024
DEADLINE TO SUBMIT BID	7/9/2024 3 P.M. EDT
AWARD NOTIFICATION TARGET DATE	7/23/2024

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HILLSBOROUGH COUNTY SHERIFF'S OFFICE 2008 East 8th Avenue Tampa, Florida 33605

SUBJECT: Invitation to Bid 2024-011

BID TITLE: Jet Fuel

BID OPENING DATE & TIME: July 9, 2024 at 3 p.m. EDT

PLACE: Hillsborough County Sheriff's Office

Sheriff's Operations Center

Financial Services Division - Purchasing Section

2008 East 8th Avenue Tampa, Florida 33605

<u>Bid Overview</u>: The purpose of this Invitation to Bid (Bid) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (Sheriff) to secure a supplier for the purchase of Jet Fuel.

Any reference to the "Work" throughout this Bid packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

PART A - GENERAL TERMS AND CONDITIONS

1. <u>BIDS</u>: Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. <u>To prevent inadvertent opening</u>, the Bid must be marked as a BID DOCUMENT (including the Bid number, date, and time of Bid opening) on the outside of the package.

If our specifications, when included, are not returned with your Bid, and no specific reference is made to them in your BID RESPONSE (PART D), it will be assumed that all specifications will be met. When ASTM specifications, PRIST specifications, Platts PWA or complete specifications covering the products offered, which accompany the BID RESPONSE (PART D), contain information that can be construed or is intended to be a deviation from our specifications, such deviation must be specifically referenced in your BID RESPONSE, *Exceptions* (PART D, Paragraph 1).

- 2. <u>BID DELIVERY</u>: The responsibility for getting the Bid to the HCSO on or before the stated time and date will be solely and strictly the responsibility of the Supplier. The HCSO will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Supplier shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Bids will not be accepted after the time specified for receipt.
- 3. <u>ON-LINE DOCUMENTS</u>: The HCSO publishes procurement-related documents on its website at https://TeamHCSO.com/Purchasing for the convenience of companies wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Bid.
- 4. <u>TIME FOR CONSIDERATION</u>: Supplier warrants, by virtue of bidding, the prices quoted in their response will be good for an evaluation period of sixty (60) calendar days from the date of Bid Opening unless otherwise stated. <u>Suppliers will not be allowed to withdraw or modify their Bids after the opening time and date</u>.
- 5. <u>PRICES</u>: All bids submitted must show the <u>net bid price</u> after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination**. All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state and federal sales, use, transportation and excise taxes. The HCSO will issue tax exemption certificates to the Awarded Supplier.

The Supplier's attention is directed to the laws of the State of Florida including, but not limited to, Chapter 212, Florida Statutes, which applies to all transactions resulting from this Bid, and that all applicable taxes and fees shall be deemed to have been included in the BID RESPONSE (PART D) as part of the materials cost, when applicable.

6. <u>BID ERRORS</u>: When errors are found in the extension of bid prices, the unit price will govern. Bids having erasures or corrections must be initialed in ink by the Supplier.

- 7. <u>QUALITY CONTROL</u>: The Awarded Supplier will be required to provide a copy of the Aviation Quality Control Log, Bill of Lading and a Laboratory Report with Composition upon delivery. The HCSO Aviation Section (Aviation) retains the right to test the fuel for contaminants upon delivery.
- 8. <u>WHEN TO MAKE DELIVERY</u>: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO Aviation Section (Aviation), and as further detailed in PART C, Paragraph 4. It is the Supplier's responsibility to obtain this information.
- 9. <u>INFORMATION AND DESCRIPTIVE LITERATURE</u>: Suppliers must furnish all information requested in the Bid. If specified, each Supplier must submit applicable ASTM specifications, PRIST specifications, Platts PWA and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
- 10. <u>BID SUBMITTAL COSTS</u>: Submittal of a Bid is solely at the cost of the Supplier and the HCSO in no way is liable or obligates itself for any cost incurred by the Supplier in preparing the Bid Package.
- 11. <u>NO BID</u>: If you do not wish to submit a response to the Bid, please return the STATEMENT OF NO PARTICIPATION herein as APPENDIX II. The "No Bid" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Supplier List.
- 12. <u>COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)</u>: The Supplier certifies that all material/items contained in their response meets all OSHA requirements.
- 13. <u>LAWS, STATUTES AND ORDINANCES</u>: The terms and conditions of the Bid and the resulting Awarded Contract shall be construed in accordance with the laws and statutes of the State of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this Bid and to the resulting Awarded Contract. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Supplier's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the Awarded Contract throughout and they will be deemed to be included in the Awarded Contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this Awarded Contract and shall also be controlling in any cause of action brought pursuant to this Awarded Contract.

The Awarded Supplier agrees that it shall observe and obey all the laws, ordinances, codes, rules and regulations of the Federal, State, County and City which may be applicable to its services.

- 14. <u>FAMILIARITY WITH LAW</u>: The Supplier is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the work. Ignorance on the part of the Supplier will in no way relieve them from responsibility.
- 15. <u>ACCEPTANCE AND REJECTION</u>: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the bid (or bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.
- 16. <u>APPROPRIATION OF FUNDS</u>: The HCSO, as an entity of local government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any Awarded Contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Awarded Contract is executed and entered into, and for which the Awarded Contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the Awarded Contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such Awarded Contract.
- 17. <u>PROTESTS</u>: Any Supplier who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all bids must submit a notice of protest in writing within seventy-two (72) hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.
 - A. The HCSO will have five (5) business days upon receipt of the notice to review and consider the protest as written. The Assigned Buyer will coordinate the review process with the parties involved and may request additional information from the Supplier or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Assigned Buyer will make a recommendation to the Chief Financial Officer (CFO).
 - B. The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Supplier in writing. This decision, and the basis upon which it was made, will be communicated to the Supplier within five (5) business days following the receipt of the recommendation from the Purchasing Section. A single appeal of the CFO's decision is available by submitting a notice in writing within seventy-two (72) hours (excluding HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.
- 18. <u>INDEMNIFICATION</u>: The Awarded Supplier will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from and (b) is cause in whole,

or in part, by the act or omission of the Awarded Supplier, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole, or in part, by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Supplier, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Supplier or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

- 19. <u>PUBLIC ENTITY CRIMES</u>: Pursuant to §§287.132-133, *Fla. Stats.*, the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, *Fla. Stat.*, for Category Two (\$35,000) with any person or affiliate on the Convicted Supplier list for a period of thirty-six (36) months from the date that the person or affiliate was placed on the Convicted Supplier list, unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), *Fla. Stat.* If you submit a proposal in response to this Bid, you are certifying that §\$287.132-.133, *Fla. Stats.*, does not restrict your submission.
- 20. <u>FORCE MAJEURE</u>: If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this Awarded Contract, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure, as employed herein, shall mean acts of God, strikes, lockouts or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals; or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

21. <u>PUBLIC RECORDS</u>: Any material submitted in response to this Bid will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Supplier agrees to comply with §119.0701, *Fla. Stat.*, regarding maintenance and provision of access to all public records generated by this Awarded Contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a bid must be clearly stated in the bid itself. Proprietary information submitted in response to the Bid will be handled in accordance with applicable *Florida Statutes*.

If the Supplier has questions regarding the application of Chapter 119, Florida Statutes, to the Supplier's duty to provide public records relating to this Awarded Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, (813) 247-8210 or at HCSORecords@HCSO.Tampa.FL.US.

Chad Chronister, Sheriff of Hillsborough County, A Constitutional Officer of the State of Florida

William V. Spinelli, CPA

SIGNATURE OF ACKNOWLEDGMENT

The General Terms and Conditions outlined above are acknowledged. Our bid is attached.		
Company Name		
Company Officer Name (Printed)	Title	
Company Officer Signature	Date	
NOTE: THIS PAGE MUST BE RETURNED WITH BID, AND ANY CLARIFICATIONS TO THE AMENDMENTS OR ADDENDA TO THIS DOCUMENTS	IAT BID, AS WELL AS ALL	
OFFICER OF THE COMPANY OR A DESIGNATE		

THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE BID RESPONSE, *EXCEPTIONS* (PART D, PARAGRAPH 1).

PART B - SPECIAL PROVISIONS

1. <u>COMMUNICATION BETWEEN PARTIES</u>: All questions in regard to this Bid are to be directed, in writing, to the Assigned Buyer as listed on page 2, *Instructions to Suppliers*. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Bid prior to the notice of award.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at https://TeamHCSO.com/Purchasing. This will include Question & Answer (Q&A), amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

- 2. <u>THE SUPPLIER PACKET</u>: The completed APPENDIX I must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).
- 3. <u>SUPPLIER QUALIFICATIONS</u>: Bids shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Bid. Suppliers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the Awarded Contract by the Supplier, the HCSO reserves the right to investigate the financial condition, experience and training records, personnel, equipment, facilities and organization of the Supplier. The HCSO shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a bid when evidence indicates the inability to perform the work specified within the Bid.
- 4. <u>BACKGROUND CHECKS</u>: The HCSO requires background checks of the Awarded Supplier's employees, agents, representatives and Subcontractors that will be working on HCSO property. The cost of the background checks will be borne by the HCSO. The HCSO may require the Awarded Supplier to exclude the Awarded Supplier's employees, agents, representatives or Subcontractors based on the background check results. In addition, the Awarded Supplier must ensure that all of its employees, agents, representatives and Subcontractors have a responsibility to self-report to the Awarded Supplier within three (3) calendar days any arrest for any disqualifying offense. In this instance, "disqualifying offense" means an offense that is a felony or that has a direct nexus to an individual's proposed or current field of licensure, certification, or employment. The Awarded Supplier must notify the Project Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the HCSO, the Awarded Supplier will have its employees, agents, representatives and Subcontractors re-screened during the term of the Awarded Contract.
- 5. <u>E-VERIFY REQUIREMENT</u>: Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Supplier, and any and all Subcontractors, if permitted by Awarded Contract, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Supplier enters into a contract with a Subcontractor, the Subcontractor must provide the Awarded Supplier with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Supplier shall maintain a copy of such affidavit for the duration of the Awarded Contract. If the Sheriff has a good faith belief that the

Awarded Supplier has knowingly violated §448.09(1), *Fla. Stat.*, the Awarded Contract will be terminated. If the Sheriff has a good faith belief that a Subcontractor knowingly violated this subsection, but the Awarded Supplier otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Supplier and order the Awarded Supplier to immediately terminate the contract with the Subcontractor. Termination of any and all contracts and/or sub-contracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates an Awarded Contract with an Awarded Supplier as provided above, the Awarded Supplier may not be awarded a contract for at least one (1) year after the date on which the Awarded Contract was terminated. The Awarded Supplier is liable for any additional costs incurred by the Sheriff as a result of the termination of an Awarded Contract.

- 6. <u>SUBCONTRACTING</u>: The Awarded Supplier may not sublet or subcontract any of the contractual obligations concerning this Bid matter except as provided for in the written Awarded Contract between the HCSO and Awarded Supplier. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Supplier to retain ultimate liability for all contractual obligations.
- 7. CERTIFICATE OF INSURANCE: No Work shall commence in connection with this Awarded Contract until the Awarded Supplier and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Supplier's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Awarded Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty (60) calendar days of cancellation, non-renewal, or change in the insurance coverage.
 - A. Worker's Compensation Insurance: Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Supplier shall require the Subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded Supplier. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Awarded Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Supplier shall provide, and cause each Subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer's Liability: \$100,000 Limit each Accident \$500,000 Limit each Aggregate

\$100,000 Limit Disease each employee

B. <u>Suppliers Public Liability and Property Damage Insurance</u>: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and Suppliers protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Supplier from claims for damage and personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Awarded

Contract whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier, shall be the minimum limits as follows:

1. Comprehensive General \$300,000 bodily injury and property

damage combined single limit \$300,000 bodily injury and property

2. Automobile \$300,000 bodily injury and property damage combined single limit

C. <u>Professional Liability Insurance</u>: Professional Liability Insurance shall meet the following minimum amounts:

- 1. \$500,000 per occurrence; and
- 2. \$1,000,000 aggregate
- D. <u>Comprehensive Insurance Coverage</u>: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Supplier from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Awarded Contract whether such operations be by the Supplier or by anyone directly or indirectly employed by the Supplier. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

1. Bodily Injury \$300,000 per person per occurrence

2. Property Damage \$300,000 per occurrence

3. Automobile Liability \$300,000 combined single limit bodily

injury and property damage

4. Garage Liability \$1,000,000 combined single limit each occurrence \$100,000 collision and comprehensive per vehicle

8. MANUFACTURER'S NAME: Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Suppliers. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.

- 9. <u>CONFLICT OF INTEREST</u>: The Supplier agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, *Fla. Stat.*, regarding standards of conduct for public officers, employees of agencies, and local government attorneys.
 - No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor, or in which such officer or employee or the officer's or employee's spouse or child, or any combination thereof, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.
- 10. <u>AWARD</u>: Award shall be made to the most responsive bid and responsible Supplier meeting specifications, price and other factors considered. Award may be made to more than one (1) Supplier to ensure that Work is completed in a timely manner.
 - A. Award will be dependent upon the determination that the bids are responsive, Suppliers are responsible, evaluation criteria stated in the bid document and any other evaluation criteria deemed relevant and beneficial. Bids and Suppliers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Bid prices and Supplier rankings, if applicable, will be published at the time of Award.
 - B. Notification of Award will be sent to the Supplier receiving the Award. Bid results will be published on the HCSO website: https://TeamHCSO.com/Purchasing.
- 11. <u>BID OPENING</u>: The Bid Opening will *not* be open to the public. Bids will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Bid Opening will then be posted to the HCSO website: https://TeamHCSO.com/Purchasing.
 - A. Bids must be received by the HCSO Purchasing Section no later than the time and date shown within this Bid document. Suppliers mailing their Bid Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the bids. Bids or unsolicited amendments to bids, received by the HCSO after the acceptance date will not be considered.
 - B. The HCSO reserves the right to postpone the date for receipt and opening of bids or other deadlines and will make a reasonable effort to give at least five (5) calendar days' notice of any such postponement to each prospective Supplier.
 - C. It is understood and agreed upon by the Supplier in submitting a Bid Package that the HCSO has the right to withhold all information regarding this procurement until after Contract Award, including but not limited to: the number of bids received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing bids. Information released after award is subject to the disclosure requirements of Chapter 119, Florida Statutes. Suppliers are enjoined from discussing or disclosing the content of any Bid with competing Suppliers during the evaluation and negotiation process.

- 12. <u>ACCEPTANCE AND REJECTION</u>: The HCSO reserves the right to reject any or all bids, for cause, to waive irregularities, if any, and to accept the bid (or bids) which, in the judgment of the Sheriff, are in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any bid options or resulting contract(s) when deemed to be in the best interest of the HCSO.
- 13. <u>CONTRACT PERIOD</u>: The Awarded Contract shall be effective for two (2) years from the date of award. By written mutual consent between the HCSO and the Supplier, the Awarded Contract may be extended for up to three (3) additional two (2) year periods.
- 14. <u>ESCALATION/DE-ESCALATION</u>: The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Awarded Supplier(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of sixty (60) calendar days prior to the end of each one (1) year period for which the Bid was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Bid Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
- 15. <u>ADDITION/DELETION</u>: The HCSO reserves the right to add or delete any items from this Bid or resulting Awarded Contract(s) when deemed to be in the best interest of the HCSO. Any additions or deletions to the Bid will be considered amendments. Any additions or deletions to the Awarded Contract will constitute a Change Order and must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Supplier's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Awarded Contract and recorded on the original Bid tabulation/price sheet.
- 16. <u>CANCELATION</u>: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Bid may be canceled by the following means:
 - A. 10 calendar days' written notice with cause, or;
 - B. 30 calendar days' written notice without cause.

If it becomes necessary to terminate the Awarded Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancelation may be invoiced to the HCSO, and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive bid and responsible Supplier based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

- 17. <u>ASSIGNMENT</u>: The Awarded Supplier will not assign, transfer, convey, or otherwise dispose of this Awarded Contract or any part thereof, or of its right title or interest therein or its power to execute this Awarded Contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
- 18. <u>DEFAULT</u>: The Awarded Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Supplier(s) upon non-performance or violation of contract terms. An award may be made to the next best responsive bid and responsible Supplier

based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Supplier to deliver materials, or items within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute contract default. Awarded Suppliers who default on Awarded Contracts may be removed from the HCSO Supplier List and determined ineligible for future contracts at the discretion of the CFO.

- 19. <u>NEXT BEST SUPPLIER</u>: In the event of a default by the Awarded Supplier, or cancelation by HCSO, the HCSO reserves the right to utilize the next best responsive bid and responsible Supplier. In the event of this occurrence, the new Awarded Supplier shall be required to provide the Bid items at the prices as contained in their BID RESPONSE (PART D), for the remainder of the award period.
- 20. <u>DELIVERY</u>: Product(s) ordered shall be delivered in accordance with Specifications (PART C, Paragraph 3) and as defined below. Failure to do so shall be considered a breach of contract or default and the HCSO may utilize its options as stated herein.

Jet-A Fuel, without fuel system icing inhibitors (negative PRIST), shall be delivered to Aviation at 5808 Wilkins Road, Tampa, Florida 33610, when ordered. Jet-A Fuel ordered shall be delivered within seven (7) working days of receipt of order. Failure to do so shall be considered breach of award or default, and the HCSO shall utilize its options as stated within the specification.

- A. Aviation has one (1) divided tank with a 10,000 gallon and a 4,000 gallon internal chamber located above ground for the Awarded Supplier to dispense Jet-A Fuel into.
- B. Orders for Jet-A Fuel are estimated to be 8,000 gallons every four (4) to six (6) weeks, but this volume is subject to change. This volume is not a guaranteed order or contract amount.
- 21. <u>EMERGENCY</u>: If and when an emergency requirement should occur, or if and when the Awarded Supplier is non-responsive, the HCSO reserves the right to deviate from this Awarded Contract and procure the item(s) from the most available source.
- 22. <u>INVOICING AND PAYMENTS:</u> The Supplier(s) may invoice the HCSO for item(s) orders as delivered. All invoices must have a unique invoice number and include the following: date of purchase, shipping locations, item description, item quantity shipped, item/stock number, unit price, and the HCSO Purchase Order number (unless payment is to be made by HCSO Purchasing Card).

Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed forty-five (45) calendar days from date of receipt of a properly approved application/invoice.

Invoices shall be e-mailed to <u>AccountsPayable@HCSO.tampa.fl.us</u>.

Payment shall be made in accordance with Chapter 218, Part VII, *Florida Statutes*, which states the Supplier's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed forty-five (45) calendar days from date of receipt of a properly approved application/invoice.

- 23. EXCEPTIONS TO BID: All Bid Responses must clearly state with specific detail all deviations to the requirements imposed upon the Bid by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C). Such deviations should be stated upon the BID RESPONSE (PART D), or appended thereto. Suppliers are hereby advised that the HCSO will only consider Bid Responses that meet the specifications and other requirements imposed upon them by this Bid. In instances where an exception is stated upon the BID RESPONSE (PART D), said Bid Response will be subject to rejection by the HCSO in recognition of the fact that said Bid Response does not meet the exact requirements imposed upon the Supplier by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).
- 24. <u>SUPPLIER DIVERSITY</u>: To ensure the maximum participation in posted HCSO solicitations, the HCSO Purchasing Office submits all postings to the Florida Department of Management Services' Office of Supplier Diversity (OSD) and the Hillsborough County MBE/SBE Programs Office. These offices will then share the posted opportunities with OSD certified vendors to ensure exposure to businesses and increase the number of eligible Disadvantaged Minority/Disadvantaged Women Business Enterprise (DM/DWBE) and Small Business Enterprise (SBE) vendors in the area while also expanding the overall participation rate for DM/DWBE and SBE vendors, and overall providing greater opportunities to disadvantaged businesses.

25. <u>GOVERNMENTAL PURCHASING COUNCILS</u>: All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, as listed below. Said members may, at their discretion, utilize this Bid as required.

Other government agencies or eligible users, as authorized by State law or as defined in Rule 60A-1.001, Florida Administrative Code, may also participate in this offer. Any resulting contract(s) or agreement(s) entered into with other local governments will be between the Supplier and that particular government or user and shall always remain separate from the Sheriff.

Children's Board of Hillsborough County

City of Belleair Beach City of Clearwater City of Dunedin City of Gulfport

City of Indian Rocks Beach

City of Largo
City of Oldsmar
City of Pinellas Park
City of Plant City
City of Safety Harbor
City of Saint Pete Beach
City of Saint Petersburg

City of Tampa

City of Tampa Housing Authority

City of Tarpon Springs City of Temple Terrace City of Treasure Island

Clerk of Court and Comptroller of

Hillsborough County

Hillsborough County Expressway Authority

Hernando County

Hillsborough Area Regional Transit

Authority

Hillsborough Community College

Hillsborough County Aviation Authority

Hillsborough County Board of County

Commissioners

Hillsborough County Property Appraiser Hillsborough County School Board

Hillsborough County Supervisor of Elections

Hillsborough County Tax Collector

Manatee County Board of Commissioners Pasco County Clerk and Comptroller

Pasco County Schools Pasco County Sheriff

Pinellas County Clerk of the Court Pinellas County Government Pinellas County School Board

Pinellas County Sheriff

Pinellas Suncoast Transit Authority

Saint Petersburg College State Attorney's Office

Tampa Airport Tampa Bay Water

Tampa Palms Community Development

District

Tampa Port Authority Tampa Sports Authority Town of Indian Shores

PART C - SPECIFICATIONS

- 1. IN GENERAL: The purpose of this Bid is to secure a supplier for the purchase of Jet Fuel.
- 2. <u>SCOPE</u>: This specification describes Jet Fuel for use by Aviation.
- 3. <u>SPECIFICATIONS</u>: The following are expectations of Aviation as they relate to Jet-A Fuel. They are to be included in the bid narrative with any additional items the Supplier desires to offer.
 - A. Supplier shall include with their bid specifications that their Jet-A Fuel, without fuel system icing inhibitors (negative PRIST), meets the latest requirements of the American Society for Testing and Materials (ASTM) D-1655, or latest version thereof.
 - i. Each tanker supplying fuel to Aviation shall be dedicated to aviation fuel products only and shall not carry any other products. Transporter will only transport like types of fuel to prevent fuel contamination and will provide documentation of pre-delivery testing detailing what was previously contained in the delivery vehicle and method of cleaning.
 - ii. Traceability of fuel product shipments, from refinery to Aviation.
 - iii. The Awarded Supplier shall perform and document the following tests before shipments are unloaded at Aviation:
 - a. Visual
 - b. Color
 - c. Water separation index, modified (WSIM), ASTM D-2550
 - d. Bottom sediment and water
 - e. Temperature
 - f. American Petroleum Institute (API) gravity
 - iv. Aviation may perform additional tests it deems necessary upon receipt and reserves the right to reject any delivery it deems unsuitable. The HCSO maintains the right to reject any operator/truck that does not meet the standards herein.
- 4. <u>DELIVERY</u>: Jet-A Fuel, without fuel system icing inhibitors (negative PRIST), shall be delivered to Aviation at 5808 Wilkins Road, Tampa, Florida 33610, when ordered. Jet-A Fuel ordered shall be delivered within seven (7) working days after receipt of order. Failure to do so shall be considered breach of award or default, and the HCSO shall utilize its options as stated within the specification.
 - A. Aviation has one (1) divided tank with a 10,000 gallon and a 4,000 gallon internal chamber located above ground for the Awarded Supplier to dispense Jet-A Fuel into.
 - B. Orders for Jet-A Fuel are estimated to be 8,000 gallons every four (4) weeks, but quantity and frequency are subject to change. This is not a guaranteed order amount.
 - C. Supplier must provide a single point of contact for all aspects of the Awarded Contract. Other: Additional information, proposals or incentives may be provided at Supplier's discretion.
 - D. Aviation provides a pump for transfer from the delivery truck to Aviation's tank.

5. <u>FUEL PRICING</u>: Pricing shall be based on the weekly average price for Jet-A, without fuel system icing inhibitors (negative PRIST), at a Florida terminal location, as reported by a fixed differential above the Standard and Poor's Global Platts US Gulf Coast Jet 54, Waterborne Index previous week average (PWA) midpoint per gallon for the Jet-A fuel.

The firm fixed fee shall not include any freight/surcharge costs from the primary terminal and alternate terminals. The cost if applicable shall be provided on the separate line in the BID RESPONSE (PART D) Pricing Section. In addition, any applicable taxes per gallon shall be provided on a separate line in the BID RESPONSE (PART D) Pricing Section.

The firm fixed fee per gallon shall not change during the term of the award including the renewal period if exercised by both parties. The price shall be determined for the date of delivery of the fuel, not the date of order.

If subscription costs are applicable, please provide that cost and specify if this is an annual fee or one-time fee in the BID RESPONSE (PART D) Pricing Section. The subscription fee will not be a part of the total amount of bid and will not be used in the basis of award.

The weekly Platts price per gallon provided is for example purposes only and is used to calculate the total amount of bid for evaluation. This number will change weekly based on the Platts Index. Proposals not based on Platts formula will be rejected.

6. **QUALITY ASSURANCE PROVISIONS:**

- A. <u>Test and Inspection</u>. It shall be the Awarded Supplier's responsibility to perform all of the tests and inspections required by this specification, unless otherwise stated in the Bid. The HCSO reserves the right to perform any of the tests and inspection requirements where said tests and inspections are needed to further determine compliance with this specification.
- B. Quality and Quantity Control. A system of test and inspection shall be used to ensure receipt of the quality and quantity of material(s)/service(s) purchased.
 - Material(s)/service(s) will be promptly inspected and any discrepancies from the purchase order and/or the Awarded Supplier's invoice shall be reported immediately to the Aviation Supervisor.
- C. <u>Removal of Unsatisfactory Products</u>. All Jet Fuel shall be carefully loaded and protected during transportation and delivery. Any Jet Fuel before its final acceptance that is found to be unsatisfactory shall be removed and be replaced by satisfactory Jet Fuel by and at the expense of the Awarded Supplier.

Awarded Supplier must be adequately equipped, supplied and staffed to promptly and efficiently furnish, deliver and dispense Jet Fuel. The HCSO reserves the right to require affidavits of analysis on the Jet Fuel delivered to make sure it meets all specifications.

Delivery drivers will be expected to take adequate precautions against leaks, spills, overfills and other fuel discharges. All fuel spills must be reported immediately and removed at the Awarded Supplier's expense. Any expense associated with such an event, such as Environmental

PART C – SPECIFICATIONS Page 20 of 28

Protection Commission mandated soil testing and monitoring, shall also be at the Awarded Supplier's expense.

7. AWARDED SUPPLIER LIABILITY:

A. <u>Guarantee</u>. The material(s) supplied shall be guaranteed to be free from defect of composition, conception and workmanship. Any parts or portions found not in accordance with this specification will be rejected by the HCSO Representative and returned to the Awarded Supplier at the Awarded Supplier's expense for immediate replacement.

8. CONDITIONS:

- A. <u>Authorization</u>. All orders shall be placed under an HCSO Purchase Order. As related to the Part B, Paragraph 25, any eligible purchaser may place orders as dictated by their individual entity's preference.
- B. <u>Furnishing Bid Items</u>. Award items are to be furnished on an "as needed, when needed basis" during the life of the Award.
- C. <u>Delivery</u>. Materials ordered shall be delivered within seven (7) working days after receipt of order (ARO). Failure to do so shall be considered breach of award or default, and the HCSO shall utilize its options as stated within this specification.
- D. <u>Quantities</u>. The HCSO shall not be required to purchase any minimum or maximum quantities during the term of any Award resulting from this specification.
- E. <u>Alternate Bids</u>. Supplier shall, as to each item, submit only one (1) bid for the specified product/service.
- F. Penalties. The HCSO reserves the right to increase or decrease quantities shown without penalty.
- G. <u>Substitution</u>. Awarded Supplier shall not substitute items for like items without the approval of the HCSO Representative. Any violation of such procedures may result in a possible Award cancellation. All approved substitutes shall be annotated as such on the Awarded Supplier's shipping document(s).

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PART C – SPECIFICATIONS Page 21 of 28

PART D - BID RESPONSE

The undersigned understands that this Bid Package must be signed in ink and that an unsigned Bid Package will be considered nonresponsive and subject to rejection by HCSO. The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in contract.

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE SUPPLIER ACCEPTS THE TERMS, CONDITIONS, PROVISIONS, MANDATES, AND OTHER CONDITIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) AND SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID SUPPLIER MAKES THIS BID.

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

BID PACKAGE TO BE CONSIDERED BY THE HCSO

EXCEPTIONS TO BID: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) MAY CAUSE THIS BID PACKAGE TO BE REJECTED BY THE HCSO. ALL SUPPLIERS SHOULD CAREFULLY READ PARAGRAPH 23 OF THE SPECIAL PROVISIONS (PART B).

1.	EXCEPTIONS: The following represents every deviation (itemized by number) to the foregoing GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C) upon which this Bid Package is based, to wit:

PART D – BID RESPONSE Page 22 of 28

2. <u>PRICING</u>: The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the item(s) and service(s) required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted in the BID RESPONSE, *Exceptions* (PART D, Paragraph 1). All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award may be cause for cancelation of Award.

We hereby propose to furnish the below described service or commodity in accordance with the Bid Package, except as noted on attached Exceptions Form:

QTY	Unit	Description	Platts Index	Firm Fixed Fee	Unit Cost	EXT. Cost
		Jet-A Fuel without fuel system icing inhibitors (negative PRIST)	\$	\$	\$	\$
		Freight/surcharge costs (if applicable)			\$	\$
		Subscriptions (if applicable)				
		Taxes (if applicable)			\$	\$
Total						

If you are submitting an alternate product, you can submit your own pricing sheet as long as the information requested in the table above is present.

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PART D – BID RESPONSE Page 23 of 28

Address:		
		Zip Code:
Office: ()	Mobile: ()	Fax: ()
Email:		
Company Website:		
this BID RESPONSE. (Please print the information below	ow):
Contact Name & Title:		
Contact Name & Title: Address:		
Contact Name & Title: Address: City:	State:	

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PART D – BID RESPONSE Page 24 of 28

SIGNATURE OF AFFIRMATION AND DECLARATION

At this present time, we understand all requirements and warrant that as a serious Supplier we will comply with all the stipulations included in the Bid Package. The undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in contract.

The below named Supplier affirms and declares:

- a) That Supplier is of lawful age and that no other person, firm, or corporation has any interest in this Bid offered to be entered into;
- b) That this Bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Supplier is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- d) That no officer, employee, or person whose salary is payable in whole, or in part, from HCSO, is, shall be, or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the Awarded Contract; in the supplies, materials, equipment, and Work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this Bid shall remain open for sixty (60) days following the opening of bids.

Respectfully submitted by,			
Company Name			
Company Officer Name (printed)	Date		
Company Officer Signature	Title		

BID CHECKLIST

ude this checklist as a cover page with your Bid Package:
ONE (1) ORIGINAL completed copy of the entire Bid Package. SIGNATURES required PARTS A and D. Any Addenda or Amendments (Signatures required). Completed PART D including Supplier Instructions, Bid Contact Information and Signature of Affirmation and Declaration page. APPENDIX I – Completed Supplier Packet to include completed Supplier Application, W9, Direct Deposit and Business Tax Receipt or other government issued business license. APPENDIX II – Statement of No Participation, if applicable

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BID CHECKLIST Page 26 of 28

^{**}Suppliers are responsible for providing all required information, documents, and signatures. **

Below is an example LABEL which is required on the OUTSIDE of your Sealed Submittal Package. Use this label which clearly marks the Bid Number and Title and return to the specified address no later than the proposal due date and time.

PACKAGE LABEL Page 27 of 28

LISTING OF ATTACHMENTS

1.	APPENDIX I	PDF	Supplier Packet
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2. APPENDIX II PDF Statement of No Participation

3. EXHIBIT A PDF Draft Proposed Awarded Contract

LISTING OF ATTACHMENTS Page 28 of 28