



Invitation to Bid No. 12-17  
Bulk Fuel: Gasoline and Diesel

June 9, 2017

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<b>PROPOSED SCHEDULE OF EVENTS</b>	<b>DATE</b>
Bid Advertised/Posted to HCSO and OSD Website	6/9/2017
Deadline to Submit Bid Package	6/23/2017
Award Notification Target Date	7/14/2017

***David Gee, Sheriff***  
HILLSBOROUGH COUNTY  
Financial Services Division  
2008 E. 8th Avenue  
Tampa, FL 33605



Stephanie Douglas, Buyer  
(813) 247-0024  
sajack01@hcsso.tampa.fl.us

**INSTRUCTIONS TO BIDDERS**

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical 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 the same (the entire Bid Package) must be kept together and returned, intact, by the time and at the place herein specified. The Bidder must manually 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 Buyer whose name appears above.

When awarded, the Bid Package becomes the "**Contract Document**". The Bidder's signature on the Bid constitutes Bidder's agreement to the terms therein. The signature on the Bid Package must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. **READ THE ENTIRE BID CAREFULLY BEFORE SIGNING.**

**NOTICE TO BIDDERS**

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

Hillsborough County Sheriff's Office  
2008 E. 8<sup>th</sup> Avenue  
Tampa, Florida

VENDOR NAME: \_\_\_\_\_

SUBJECT: INVITATION TO BID 12-17

BID TITLE: Bulk Fuel: Gasoline and Diesel

**OPENING DATE & TIME: June 23, 2017 at 3:00 PM EDT**

PLACE: Malcolm E. Beard Sheriff's Operation Center  
Financial Services Division, Purchasing Section  
2008 E. 8th Avenue, Room 125  
Tampa, Florida 33605

Bids will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated.

**PART A - GENERAL TERMS AND CONDITIONS:**

1. Bids: Must be contained in a SEALED envelope addressed to: David Gee, Sheriff, 2008 E. 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Bid must be marked as a BID DOCUMENT (including the bid number, date and time of bid opening) on the outside of the envelope.

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 material, sketches, cuts, descriptive literature, Vendor's or manufacturer's specifications 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 (Part D).

2. Bid Delivery: The responsibility for getting the Bid to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Bidder. 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 Bidder 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. Such bids shall be returned to the Bidder unopened with the notation "This bid was received after the time designated for the receipt and opening of bids".
3. On-Line Documents: The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> for the convenience of Vendors 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. Time for Consideration: Bidders warrant by virtue of bidding the prices quoted in their response will be good for an evaluation period of 45 calendar days from the date of bid opening unless otherwise stated. Bidders will not be allowed to withdraw or modify their bids after the opening time and date.
5. Prices: All bids submitted must show the net bid price after any and all discounts allowable have been deducted. **Prices quoted are to be F.O.B. Destination.** State sales tax and federal excise taxes shall not

be included as the HCSO is tax-exempt for materials sold directly to them. The HCSO will issue tax exemption certificates to the successful Bidder when requested.

The Bidder's attention is directed to the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, which apply to transactions resulting from this Bid and that all applicable taxes and fees shall be deemed to have been included in the Bid Response as part of the materials cost, when applicable.

6. Bid Errors: 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 Bidder.
7. Condition of Materials and Packaging: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Bid shall be NEW and in FIRST QUALITY, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
8. Claims: The Vendor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. When to Make Delivery: Deliveries resulting from this Bid are to be made during the normal working hours of the HCSO. It is the Bidder's responsibility to obtain this information.
10. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for 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 Bidders.
11. Information and Descriptive Literature: Bidder must furnish all information requested in the bid. If specified, each Bidder must submit samples, cuts, sketches, descriptive literature 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.
12. Bid Submittal Costs: Submittal of a bid is solely at the cost of the Bidder and the HCSO in no way is liable or obligates itself for any cost incurred by the Bidder in preparing the Bid Package.
13. No Bid: If you do not wish to submit a response to the Bid, please return the Statement of "No Bid" found on page 23. The no bid information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
14. Compliance with Occupational Safety and Health Act (OSHA): Bidder certifies that all material/items contained in their response meets all OSHA requirements.
15. Laws, Statutes and Ordinances: The terms and conditions of the Bid and the resulting Contract shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this Bid and to the resulting Contract.
16. Acceptance and Rejection: 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 is 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 HCSO.

17. Appropriations Clause: The HCSO, as an entity of 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 contract entered into as a result of this Bid for each and every fiscal year following the fiscal year in which this Contract is executed and entered into and for which the 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 Contract, provide prompt written notice of such event and effective 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 contract.
18. Protests: Any prospective Bidder who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all bids will submit a notice of protest in writing within 72 hours (excluding County holidays, Saturdays and Sundays) to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the dispute as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

The CFO may concur with the recommendation or arrive at a separate decision. The decision of the CFO will be communicated to the Bidder in writing. This decision and the basis upon which it was made will be communicated to the Bidder 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 72 hours (excluding County holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

19. Public Entity Crimes: 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 vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a response to this Bid, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.

Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not contract with companies for goods or services of \$1,000,000 or more, that are either on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, pursuant to §§215.473, Fla. Stats. A company that is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, may not bid on, submit a proposal for, or enter into a contract with the HCSO for goods or services of \$1,000,000 or more.

20. Public Records: 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 Vendor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provision of access to all public records generated by this Contract with the HCSO.

**If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to**

**this contract, contact the custodian of public records at: HCSO Records Section, 1900 East 9<sup>th</sup> Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at [hcsorecords@hcsotampa.fl.us](mailto:hcsorecords@hcsotampa.fl.us)**

21. Specifications: Attached

DAVID GEE, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

**--Signature on File--**

By: \_\_\_\_\_  
Christina R. Porter, CPA  
Chief Financial Officer

22. General Terms and Conditions outlined above are acknowledged. Our Bid is attached.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Title

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 22. EACH VENDOR'S BID AND ANY CLARIFICATIONS TO THAT BID AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND 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. IN GENERAL**

The purpose of this Invitation to Bid (Bid) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure a vendor for the procurement of bulk fuel for use throughout the agency. The HCSO has been utilizing the pricing from the City of Tampa contract and wants to secure aggressive pricing as well as priority service for our first responders.

**2. SCOPE OF WORK**

The requirements of this Bid include furnishing and delivering fuel to the facilities listed within this Bid on an as needed basis. The fuel types included are Regular Unleaded Gasoline and Ultra Low Sulfur Off Road Diesel Fuel. For further details and material specifications refer to Technical Specifications (Part C).

**3. ESTIMATED QUANTITIES**

The estimated annual expenditure for commodities to be purchased under this Contract is approximately \$3,000,000. This estimate is furnished as a guide for preparing the Bid Response (Part D), and should not be construed as representing actual value of services to be provided under this Bid.

**4. COMMUNICATION BETWEEN PARTIES**

All questions in regard to this Bid are to be directed, in writing to the Buyer: Stephanie Douglas, at [sajack01@hcsotampa.fl.us](mailto:sajack01@hcsotampa.fl.us) or by fax at 813-242-1851.

In the interest of public access, all documents relating to this Bid will be posted to the HCSO website at <http://www.hcsotampa.fl.us>. This will include Q & A responses, 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.

**5. VENDOR QUALIFICATIONS**

Bidders may be required to furnish evidence in writing that they maintain permanent places of business and have adequate equipment, finances and personnel to furnish the item or service offered satisfactorily and expeditiously.

The HCSO reserves the right to inspect the Bidder's place of business and equipment prior to award of any contract, for determining ability to meet terms and conditions as set forth herein. Bidders shall have engaged in business in the Hillsborough County area for a period of not less than two (2) years.

The attached Supplier Information form and IRS Form W9 must be returned with your Bid Response along with copies of Hillsborough County Business Tax Receipt or other local government license to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

**6. BRAND NAMES**

Brand names, when furnished, are for reference purposes and to establish a standard of quality. The evaluation of bids and the determination as to equality of products offered shall be the sole and final responsibility of the HCSO and will be based on information and/or samples furnished by the Bidder.



7. SUBSTITUTION

The Vendor shall not substitute items for like items except in the case of an unforeseen event in shipping or manufacturing causing a shortage of said items. Such measures may only be enacted after verifying that it will be allowed by the HCSO. Any violation of such procedure will be considered cause for cancelation. All substitutes will be annotated as such on the shipping documents.

8. BID EVALUATION

Initially, all bids submitted will be reviewed to determine if the Bidder is both responsive in terms of the completeness of the Bid Package and responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Bids determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Bids determined to have met the minimum requirements will then be ranked based on the following criteria. These criteria relate directly to information required in the Bid Response (Part D).

- A. Pricing
- B. General Information Questionnaire
- C. References

An evaluation committee will consist of a minimum of three (3) persons. Each committee member will independently read and rank all eligible bids. Any clarifications requested by a committee member will be presented to the Bidder through the Buyer. When all evaluations are complete, the Buyer will tabulate the results providing an initial ranking indicating the group's collective ranking of each Bidder.

9. AWARD

The Buyer will submit the evaluation committee's final recommendation for award to the Bureau Commander who will review and further recommend through the Chain of Command to the Sheriff who will have the final decision as to the Award. The HCSO reserves the right to select for award the bid which in the opinion of the Sheriff, offers the best value and best serves the requirements of the HCSO. The HCSO also reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO.

In the event two (2) or more Bidders have submitted the lowest and best bids, preference may be given in the award in the following order. First, to the Bidder who has their principal place of business in Hillsborough County; second, to the Bidder who has a place of business in Hillsborough County; and, third, if the Bidders involved in the "tie bid" situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

Award or No Award notifications will be sent to all Bidders. Bid results will be available on the HCSO website <http://www.hcso.tampa.fl.us>, on the Purchasing Page. If you do not have internet access, and would like a copy of the bid results, contact the Purchasing Section at (813) 247-8068.

10. BID OPENING

Bidders are welcome to attend the bid opening where Bidder names will be read and unit prices read if requested. Award however will be dependent upon the determination that Bidders are both responsive and responsible and any other evaluation criteria stated in the bid document. Tabulation of the bid prices and Bidder rankings, if applicable, will be published at the time of award. All Bidders responding with a bid

will receive a copy of the Bid tabulation.

11. CONTRACT PERIOD

The Contract shall be effective for one (1) year from the date of award. By written mutual consent between the HCSO and the Vendor, the Contract may be extended on an annual basis for up to three (3) additional years.

12. ESCALATION/DE-ESCALATION

The HCSO will allow an escalation/de-escalation provision in this Bid. The escalation/de-escalation will be allowed provided the Vendor(s) notify the HCSO, Financial Services Division of the pending increase or decrease a minimum of 30 calendar days prior to the end of each one (1) year period for which the Bid was awarded. Said notification shall consist of Vendor'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.

13. ADDITION/DELETION

The HCSO reserves the right to add or delete services from this Bid or resulting 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 Contract will constitute a change order and will 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 change accompanied by the Vendor's written, fixed price quote for each change to be added. If approved by the CFO, the service description and price change will be added to the Contract and recorded on the original bid tabulation/price sheet.

14. CANCELATION

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. Ten (10) calendar days written notice with cause, or;
- b. Thirty (30) calendar days written notice without cause.

If it becomes necessary to terminate the Contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

15. DEFAULT

The Contract may be canceled or annulled by the HCSO CFO in whole or in part by written notice of default to the Vendor upon non-performance or violation of contract terms. An award may be made to the next best responsive and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Vendor to deliver services within the time stipulated in this Bid, unless extended in writing by the Financial Services Division, shall constitute contract default. Vendors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.

16. NEXT BEST BIDDER

In the event of a default by the Vendor, the HCSO reserves the right to utilize the next best responsive and responsible Bidder. In the event of this occurrence, the new Vendor shall be required to provide the Bid services at the prices as contained in their Bid Response (Part D), for the remainder of the award period.

17. EMERGENCY

If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the service(s) from the most available source.

18. CERTIFICATES OF INSURANCE

The Vendor shall not commence any Work in connection with this Contract until all the following types of insurance have been obtained and such insurance has been approved by the HCSO, nor shall the Vendor allow any subcontractor (if applicable) to commence any Work until all required insurance of the subcontractor has been obtained and approved. All insurance policies shall be with insurers qualified to do business in Florida.

The Vendor understands and agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the HCSO, or to others, and the HCSO's failure to request, receive, or retain, evidence of this insurance coverage shall not be construed as a waiver of the Vendor's obligation to provide and maintain the insurance coverage specified.

The Vendor understands and agrees that the HCSO does not waive its immunity and nothing herein shall be interpreted as a waiver of the HCSO's rights, including the limitation of waiver of immunity, as set forth in §768.28, Fla. Stat. or any other statutes, and the HCSO expressly reserves these rights to the fullest extent allowed by law.

- a. Worker's Compensation and Employer's Liability Insurance: The Vendor shall provide and maintain during the life of this Contract, Worker's Compensation Insurance and Employer's Liability Insurance for all employees engaged in work under this Contract in accordance with the laws of the State of Florida. The amount of the Employer's Liability Insurance shall not be less than the amount specified.

Worker's Compensation: Florida Statutory Requirements

Employer's Liability: \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee

- b. Commercial General Liability Insurance: The Vendor shall provide and maintain during the life of this Contract, Commercial General Liability Insurance to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one (1) year following completion of Work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate

- c. Automobile Liability Insurance: The Vendor shall provide and maintain during the life of this Contract, Automobile Liability Insurance to be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

\$1,000,000 combined single limit each occurrence bodily injury and property damage

- d. Pollution Liability Insurance: The Vendor shall provide and maintain during the life of this Contract, Pollution Liability Insurance to include on-site clean up, third party claims for off-site clean up, third party claims for bodily injury and property damage and third party claims resulting from transporting cargo. The amount of Pollution Liability Insurance shall not be less than the amount specified.

\$1,000,000 per occurrence and a \$2,000,000 general aggregate

19. INVOICING AND PAYMENTS

The Vendor shall invoice and provide monthly statements to the HCSO for payment due as provided herein with such documentation as required by this Contract. All invoices must have a unique invoice number and show: HCSO purchase order number, HCSO order date, shipping location, description and quantity of items shipped and unit price. All invoices must be e-mailed within 48 hours of fuel delivery to Accounts Payable.

Invoices shall be addressed to: Hillsborough County Sheriff’s Office  
 Attention: Accounts Payable  
 P.O. Box 3371  
 Tampa, FL 33601

Or email to [accountspayable@hcsso.tampa.fl.us](mailto:accountspayable@hcsso.tampa.fl.us)

ACH and Purchasing Card are preferred methods of payment, and available upon request and authorization. Please inquire at [accountspayable@hcsso.tampa.fl.us](mailto:accountspayable@hcsso.tampa.fl.us) or at 813-247-8276.

Payment shall be made in accordance with §215.422, Fla. Stat. which states the vendor’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 45 calendar days from date of receipt of a properly approved application/invoice.

20. EXCEPTIONS TO BID

All Bid Packages 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 Technical Specifications (Part C). Such deviations should be stated upon the Bid Response (Part D), or appended thereto. Bidders 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 Bidder by the General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C).

21. GOVERNMENTAL PURCHASING COUNCILS

All bids received shall be considered as bids to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils. Said members may, at their discretion, utilize this Bid as required.

Children’s Board of Hillsborough County  
 City of Plant City

City of Tampa  
City of Tampa Housing Authority  
City of Temple Terrace  
Clerk of Circuit Court of Hillsborough County  
Hillsborough Community College  
Hillsborough County Aviation Authority  
Hillsborough County Property Appraiser  
Hillsborough County Purchasing  
Hillsborough County School Board  
Hillsborough County Supervisor of Elections  
Hillsborough County Tax Collector  
Hillsborough County Transit Authority  
State Attorney's Office  
Tampa Port Authority  
Tampa Sports Authority

## PART C - TECHNICAL SPECIFICATIONS

### 1. GASOLINE AND DIESEL SPECIFICATIONS

- a. Regular Unleaded Gasoline – 87 Octane: Regular unleaded gasoline must meet and include the latest revisions to the American Society of Testing and Materials (ASTM) specification D4814-09b, Standard Specification for Automotive Spark-Ignition Engine Fuel with a minimum of 87 Octane and a maximum of 10% Ethanol.
- b. Ultra Low Sulfur Diesel Fuel, Off Road, Grade 2-D: Ultra Low Sulfur Diesel Fuel (ULSDF), is intended for use in off road, high-speed/medium speed engine applications. The ULSDF must meet and include the latest revisions to the ASTM specification ASTM D975, Standard Specification for Diesel Fuel Oils.

Sulfur levels in the referenced ULSDF shall not exceed 15 ppm as per the latest Environmental Protection Agency (EPA) standards and must meet the latest ASTM D975-04ce1 lubricity performance standard, possess an API Gravity of 30 to 42 and a minimum Cetane index of 40.

During emergency conditions when ULSDF is not available, Ultra Low Sulfur Diesel Fuel, Off Road, Grade 2-D, not to exceed 550 ppm may be substituted with agency approval.

- c. Additional Requirements: Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process.

All bidders must provide an initial Certificates of Analysis certifying that all fuel purchased by the participants in this Contract meets the above referenced specifications with their Bid Response. Periodic analysis may be requested during the contract period.

### 2. PRICING

The per gallon fuel prices will be calculated based on the Average Base Price the day of order placement and the Fixed Fee Per Gallon price submitted in the Bid Response (Part D). The HCSO is exempt from all state and federal sales, use, transportation, and excise taxes.

- a. Average Base Price: All pricing will be based on the Port of Tampa, Florida, average terminal rack prices published daily in Oil Price Information Services (OPIS), United Publications the day of order placement. The base cost will be validated by daily OPIS price sheets provided by the Vendor via email or fax to the designated HCSO representative.
- b. Fixed Fee Per Gallon: This is the fixed amount to be added to or subtracted from the average base price, as defined above in Average Base Price, of each gallon of fuel delivered. The fixed fee will include any delivery cost from the Vendor's terminal to the delivery location specified plus any administrative or handling fees, etc.
- c. Drop Charges/Split Fee Delivery: This is the fixed amount to be charged for the delivery of product to multiple fuel site locations. This fee shall only be charged when the HCSO requests fuel delivery for more than one (1) location and must be itemized on the invoice for each location.
- d. Pump Fee: This is the fixed amount to be charged for product delivered for elevated above ground storage tanks. This fee must be itemized on the invoice for each location.

- e. Miscellaneous Fixed Delivery Fee: This is the fixed amount to be charged for the delivery of other fuels not listed in this Bid.

### 3. DELIVERY

- a. Requirements: Deliveries shall be made within 24 hours of the time that the order is placed. The preference of the HCSO is for deliveries to be made the same day the order is placed. It is agreed that if the Vendor is delayed in making deliveries, in excess of 24 hours, the Vendor will notify the designated HCSO representative via e-mail or telephone, providing specific reasons for non-delivery, and the date deliveries will resume. Unless otherwise requested, fuel deliveries to HCSO locations shall be made between 6:00 AM and 12:00 AM, seven (7) days a week.

Bidders shall indicate if they have their own carrier or are using a contract carrier. The carrier shall be familiar with all delivery locations. Daily switching of carriers by the Vendor will not be allowed. Each bidder shall submit with the Bid Response a Letter of Commitment from the carrier for the various products.

Delivery drivers shall follow explicit order instructions regarding the quantities to be transferred into specific tanks. The driver shall independently verify the tank has sufficient capacity to receive the delivery quantity without overflow.

Delivery drivers shall take appropriate precautions against leaks, spills, overfills and other fuel discharges. All fuel spills must be cleaned up and remediated in compliance with EPA requirements by the Vendor at no cost to the HCSO.

Delivery drivers shall remove fuel spilled into overspill containments during nozzle connection and disconnection. This spilled fuel shall be appropriately recycled and not discharged onto the ground at the facility. Spills exceeding five (5) gallons shall be immediately reported to the HCSO representative on site. A fuel spill of 25 gallons or more onto pervious surfaces or 100 gallons or more onto impervious surfaces shall be reported to state and local regulatory agencies.

The Vendor and the delivering entity shall be accountable to recover, assess and remediate fuel spills to a "no further action" determination by the EPA and HCSO.

Tank wagon (less than 4,000 gallons) deliveries shall be made through either a nozzle or a 2" cam and groove fitting; some tank systems may be equipped with a 2" male grooved fitting.

Deliveries must be metered, with the capacity to issue a printed delivery ticket and equipped with sealed state approved compartment markers.

The Vendor shall be required to provide "proof of delivery". A delivery ticket must accompany each load of fuel delivered. The delivery ticket shall provide the name of the individual responsible for the delivery of the fuel and must be signed by a designated HCSO representative. Unsigned delivery tickets may not be left at the delivery location. In the event there is not an HCSO representative present to sign the delivery ticket, the Vendor shall e-mail proof of delivery to the designated Fleet Maintenance Warehouse personnel within 24 hours of delivery. It shall be the Vendor's sole responsibility to ensure that the delivery ticket is signed or e-mailed. Invoices without an e-mailed or signed delivery ticket may not be authorized for payment.

- b. Schedule: Upon receiving an order from the HCSO and prior to any product being delivered, the Vendor shall submit an e-mail confirming receipt of order and delivery location(s) to the designated HCSO representative.

On rare occasions orders may be placed for 100 gallons of diesel fuel to be delivered to one site. In an attempt to limit multiple deliveries, every effort will be made to combine requirements. Combining other customers' orders to obtain maximum gallons is acceptable as long as delivery can be made within 24 hours of receiving HCSO orders.

- c. Locations: Delivery points and storage capacities may be changed at the option of the HCSO during the contract. Deliveries shall be delivered into tanks on an as needed basis.

Delivery locations, fuel type, quantity of tanks and tank sizes are listed on Exhibit A.

- d. Emergency Situations: Each bidder shall provide a policy statement, Exhibit B, with the Bid Response regarding fuel deliveries preceding, during, and after an emergency such as, but not limited to:

- Civil unrest
- Hurricane
- Natural disasters
- Storms/weather events, named or unnamed

Pricing will be per OPIS pricing during emergency deliveries, the same as for regular contract deliveries.

Prior to the emergency situation all HCSO tank locations shall be topped off. The Vendor will receive notification from the HCSO, 72 to 96 hours before, to top off all HCSO tanks with gasoline and/or diesel fuel. Every effort should be made to make deliveries to ensure the HCSO's fuel tanks remain full during any emergency situation.

It is critical that the HCSO receive priority delivery and maintain a continuous supply of fuel to effectively meet the requirements as first responders. The awarded Vendor, at a minimum, is required to have, and maintain, written agreements with the Port of Tampa and at least 2 other fuel port(s) located in the State of Florida. A copy of these agreements will need to be included with the Bid Response.

Tampa Port Access: All personnel assigned to provide this service or required to deliver goods to the Port of Tampa, if applicable in this award, shall obtain a Port Pass. It is the responsibility of the Vendor to obtain Port Passes before work begins or prior to delivery. The time and cost associated with acquiring the Port Pass shall be the Vendor's responsibility.

Documentation, pricing, and other information related to the access requirements for the Port of Tampa can be found at: <https://www.tampaport.com/About-Port-Tampa-Bay/Operations/Security>

#### 4. REPORTING

On a quarterly basis from the contract award date, the Vendor shall submit to the HCSO a composite report of all purchases made against this contract. The report shall include at a minimum the ordering entity, the location, the date ordered, item description, quantities of each item purchased/delivered, unit of measure and the unit price and extension. The report shall provide a total amount spent within the contract period.





2. PRICING

The undersigned has carefully examined the Bid Package and all conditions affecting the cost of the service or items required by the HCSO.

The undersigned certifies that any exceptions to the Bid specifications are noted on the attached exceptions form. 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: (Please type or print)

<b>Line Item</b>	<b>Item Specification</b>	<b><u>Transport</u> Fixed Fee Markup Per Gallon</b>	<b><u>Tank Wagon</u> Fixed Fee Markup Per Gallon</b>
A.	Gasoline, Regular Unleaded Minimum 87 Octane	\$	\$
B.	Ultra Low Sulfur Off Road Diesel, Grade 2-D	\$	\$

NOTE: Fixed Fee Markup per gallon all inclusive charge (plus or minus) to be added or deducted to/from the average base price.  
Fixed fee markup is an all inclusive price for all costs associated with supplying and delivering fuel.

<b>Line Item</b>	<b>Item Specification</b>	<b>Pricing</b>
C.	<b>Drop Charges / Split Fee Delivery:</b>	
	Delivery of fuel to multiple locations	\$ Price per event
	Comments:	
D.	<b>Pump Fee:</b>	
	Delivery of fuel for elevated above ground storage tanks	\$ Price per event
	Comments:	
E.	<b>Miscellaneous Fixed Delivery Fee:</b>	
	Fixed delivery fee for other fuels not listed	\$ Fixed fee price
	Comments:	

3. VENDOR ORDER INSTRUCTIONS

Describe the preferred method of contact to place an order. (Please type or print)

\_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

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

Office #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

4. BID CONTACT INFORMATION

Provide the contact information for the individual submitting this bid response. (Please type or print)

Company Name: \_\_\_\_\_

Contact Name & Title: \_\_\_\_\_

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

Office #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Describe the preferred method of contact for questions regarding this bid submission.

\_\_\_\_\_

5. AFFIRMATION AND DECLARATION

At this present time we understand all requirements and warrant that as a serious Bidder 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 above named Bidder affirms and declares:

- a) That Bidder 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 Bidder 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 Hillsborough County Treasury, is, shall be or become interested, directly or indirectly, surety or otherwise in this Bid Response; in the performance of the 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 45 days following the opening of bids.

Respectfully submitted by,

Company Name: \_\_\_\_\_

\_\_\_\_\_  
Print Signer's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Company Officer

\_\_\_\_\_  
Title

REFERENCE LIST

References should be customers to which you provide similar commodities. Please type or print.

1.	Firm Name:	
	Contact/Title:	
	Phone Number:	
	Email Address:	
	Commodity Provided:	

2.	Firm Name:	
	Contact/Title:	
	Phone Number:	
	Email Address:	
	Commodity Provided:	

3.	Firm Name:	
	Contact/Title:	
	Phone Number:	
	Email Address:	
	Commodity Provided:	

**Bid Package Checklist**

The following checklist is included to assist the Bidder in submitting all required documents for a complete Bid Package. Additional documentation may be requested by the HCSO to ensure contract compliance. Please mark the box under the “YES” column to indicate that the document has been included in the Bid Package.

<b>Description of Document</b>	<b>YES</b>
Complete Vendor Name above Part A - General Terms and Conditions (page 4)	<input type="checkbox"/>
Sign & complete acknowledgment of Part A - General Terms and Conditions (page 7)	<input type="checkbox"/>
Current Insurance Certificate(s) (page 11-12)	<input type="checkbox"/>
Certificates of Analysis (page 14)	<input type="checkbox"/>
Letter of Commitment from the Carrier(s) (if applicable) (page 15)	<input type="checkbox"/>
Agreement(s) with the Port of Tampa and at least 2 other ports in Florida (page 16)	<input type="checkbox"/>
Complete Part D – Bid Response # 1 (if not applicable indicate N/A) (page 17)	<input type="checkbox"/>
Complete Part D – Bid Response # 2 (page 18)	<input type="checkbox"/>
Complete Part D – Bid Response # 3 & 4 (page 19)	<input type="checkbox"/>
Sign & Complete Part D - Bid Response # 5 (page 20)	<input type="checkbox"/>
Complete Reference List (page 21)	<input type="checkbox"/>
Complete Exhibit B, General Information Questionnaire (Page 27)	<input type="checkbox"/>
Sign & complete Appendix I – Vendor Application	<input type="checkbox"/>
Sign & complete Addenda Acknowledgement Form (if applicable)	<input type="checkbox"/>

STATEMENT OF NO BID

NOTE: If you do not intend to respond to this Invitation to Bid, please return this form immediately to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
FINANCIAL SERVICES DIVISION  
Email to: [purchasing@hcsso.tampa.fl.us](mailto:purchasing@hcsso.tampa.fl.us)  
Or Fax 813-242-1826

We, the undersigned, have declined to respond on Bid No. 12-17 for Bulk Fuel: Gasoline and Diesel for the following reasons:

- \_\_\_\_\_ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- \_\_\_\_\_ Insufficient time to respond.
- \_\_\_\_\_ We do not offer this product or an equivalent.
- \_\_\_\_\_ Our Product schedule would not permit us to perform.
- \_\_\_\_\_ Unable to meet specifications.
- \_\_\_\_\_ Unable to meet Bond Requirements.
- \_\_\_\_\_ Specifications unclear (explain below).
- \_\_\_\_\_ Other (specify below)

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We understand that if the "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified Vendors for the Hillsborough County Sheriff's Office.  
(PLEASE PRINT)

COMPANY NAME \_\_\_\_\_ DATE \_\_\_\_\_

COMPANY OFFICER \_\_\_\_\_ TITLE \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

Below is an example of the information required on the OUTSIDE of your Bid Package.  
You may use this as a label if you wish.

DAVID GEE, SHERIFF  
2008 E. 8<sup>TH</sup> AVE  
TAMPA FL 33605

ATTN: PURCHASING  
813-247-8034

BID PACKAGE SUBMITTAL

From: \_\_\_\_\_

BID # 12-17

BULK FUEL: GASOLINE AND DIESEL

OPENING DATE/TIME:

JUNE 23, 2017



Exhibit A

<b>HILLSBOROUGH COUNTY SHERIFF'S OFFICE FUEL SITE DESCRIPTIONS AND LOCATIONS</b>			
<b>Location</b>	<b>Fuel Type</b>	<b>Quantity</b>	<b>Tank Size (Gallons)</b>
Ybor Fuel Site	Regular Unleaded	1	10,000 above ground
2102 E. 8 <sup>th</sup> Avenue			
Tampa, FL 33601			
SOC – Sheriff's Operation Center	Diesel – Off Road	1	2,000 above ground
2008 E. 8 <sup>th</sup> Avenue			
Tampa, FL 33601			
SOC – 911 Com Center	Diesel – Off Road	1	2,000 above ground
2008 E. 8 <sup>th</sup> Avenue			
Tampa, FL 33601			
SOC – Freddie Solomon Annex	Diesel – Off Road	1	500 above ground
2008 E. 8 <sup>th</sup> Avenue			
Tampa, FL 33601			
District I	Regular Unleaded	1	10,000 above ground
14102 N. 20 <sup>th</sup> Street	Diesel – Off Road	1	500 above ground
Tampa, FL 33613			
District II / Fleet Maintenance	Regular Unleaded	4	10,000 above ground (each)
2210 N. Falkenburg Road	Diesel – Off Road	3	1,000 tanks on trailers (each)
Tampa, FL 33619			
District III	Regular Unleaded	1	10,000 above ground
7202 Gunn Highway	Diesel – Off Road	1	500 above ground
Tampa, FL 33625			
District IV	Regular Unleaded	1	10,000 above ground
508 33 <sup>rd</sup> Street SE	Diesel – Off Road	1	500 above ground
Ruskin, FL 33570			
Training	Diesel – Off Road	1	1,500 above ground
1409 N. Falkenburg Road			
Tampa, FL 33619			
Pinebrooke Building #2	Diesel – Off Road	1	1,575 above ground
1220 Tech Blvd			
Tampa, FL 33619			

Exhibit A

<b>HILLSBOROUGH COUNTY SHERIFF'S OFFICE FUEL SITE DESCRIPTIONS AND LOCATIONS</b>			
<b>Location</b>	<b>Fuel Type</b>	<b>Quantity</b>	<b>Tank Size (Gallons)</b>
Pinebrooke Building #3	Diesel – Off Road	1	1,100 above ground
2207 N. Falkenburg Road	Diesel – Off Road	1	1,000 above ground
Tampa, FL 33619			
CPID	Diesel – Off Road	1	300 above ground
1501 N. Falkenburg Road	Diesel – Off Road	1	250 above ground
Tampa, FL 33619			
Practical Training Site (Range)	Regular Unleaded	1	10,000 above ground
14063 S. CR 39	Diesel – Off Road	1	500 above ground
Lithia, FL 33547	Diesel – Off Road	1	200 above ground
	Diesel – Off Road	3	110 above ground (each)
Aviation – Vandenburg Airport	Diesel – Off Road	1	500 above ground
5808 Wilkins Road			
Tampa, FL 33610			
ORJ – Orient Road Jail	Diesel – Off Road	1	30,000 above ground
1201 Orient Road	Diesel – Off Road	1	2,500 above ground
Tampa, FL 33619	Diesel – Off Road	1	1,700 above ground
	Diesel – Off Road	1	560 above ground
FRJ – Falkenburg Road Jail	Diesel – Off Road	1	4,000 above ground
520 N. Falkenburg Road	Diesel – Off Road	1	2,200 above ground
Tampa, FL 33619	Diesel – Off Road	1	2,000 above ground
	Diesel – Off Road	1	1,700 above ground
	Diesel – Off Road	2	1,398 above ground (each)
FRJ – CEP (Central Energy Plant)	Diesel – Off Road	4	10,000 above ground (each)
520 N. Falkenburg Road			
Tampa, FL 33619			
Marine Unit	Diesel – Off Road	1	5,000 above ground
1597 Lehman Ave	Diesel – Off Road	1	750 fuel truck (we can pick up)
Tampa, FL 33605	Rec-90 Ethanol free	1	5,000 above ground
	Rec-90 Ethanol free	1	2,000 fuel truck (we can pick up)

Exhibit B

**GENERAL INFORMATION QUESTIONNAIRE**

(Additional pages may be submitted if necessary)

<b>Transport:</b>			
Capacity & Delivery Limits	Gallons		
Minimum gallons delivered to one location (1 Product)	Gallons		
Minimum gallons to make delivery combining product and orders:	Gallons		
Please indicate if using your own carrier: (Include Letter of Commitment from carrier(s) if contracted)	<b>YES</b>	<b>NO</b>	<b>Carrier to be used:</b>
Comments:			
<b>Tank Wagon:</b>			
Capacity & Delivery Limits	Gallons		
Minimum gallons delivered to one location (1 Product)	Gallons		
Minimum gallons to make delivery combining product and orders:	Gallons		
Comments:			
<b>Elevated above ground tank delivery policy:</b> Each bidder shall provide a delivery policy statement relative to delivering fuel into elevated above ground tanks with the Bid Response. (Additional pages may be submitted)			
Comments:			
<b>Emergency Situation policy:</b> Each bidder shall provide a policy statement with the Bid Response regarding fuel deliveries to the HCSO preceding, during, and after an emergency. Please include an explanation of where the HCSO will fall on the priority list. (Additional pages may be submitted)			
Comments:			