

## AGREEMENT

25-0541-ITB

Fuel: Gasoline and Diesel (Co-op)

This Agreement (the "agreement" or "contract"), is entered into on the date last executed below ("Effective Date"), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 ("COUNTY") and Pro Energy, LLC whose primary address is 9780 NW 115<sup>th</sup> Way, Medley, FL 33718 (hereinafter "CONTRACTOR") Oointly, the "Parties").

**NOW THEREFORE, the Parties agree as follows:**

### A. Documents Comprising Agreement

1. This Agreement, including the documents listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 4/10/2025, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - b. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
  - c. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
  - d. Contractor's response to Solicitation Section 6, titled Scope of Work/ Specifications attached as Exhibit E.
  - e. Contractor's response to Solicitation Section 9, titled Pricing Proposal attached as Exhibit F.
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached documents listed above, which control in the order listed.

### B. Term

1. The initial term of this Agreement is for 36-months from the Effective Date ("Contract Term"). At the end of the initial term of this contract, this Agreement may be extended for One (1), additional twenty-four (24) month term, or such other renewal terms agreed to by the Parties.

### C. Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$728,550.00 for the Contract Term without a written amendment to this Agreement.
2. In no event will annual expenditures exceed \$242,850.00 in any given fiscal year without a written amendment to the Agreement.

**D. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: *Pro Energy, LLC*

Signature: 

Print Name and Title: *CLEMENTE CRUZ*

Date: *11/3/25*

For County:

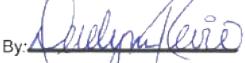
Signature: 

Print Name and Title: Brian Scott, Chair

Date: December 16, 2025.



ATTEST: KEN BURKE, CLERK

By: 

## 4. Special Terms & Conditions

### 4.1. INTENT - COOPERATIVE BID

This cooperative bid is for the purpose of establishing an Agreement for Fuel: Gasoline and Diesel (Co-op) to be ordered, as and when required basis by, but not limited to the following participants:

- City of Dunedin
- City of Gulfport
- City of Oldsmar
- City of Pinellas Park
- City of St. Petersburg
- Palm Harbor Fire Rescue
- Pinellas County Board of County Commissioners
- St. Petersburg College
- Tampa Bay Water

The type of fuel as defined in Scope of Work/ Specifications, Section 5:

1. Regular Unleaded Gasoline - 87 Octane (Regular Unleaded)
2. Ultra Low Sulfur Diesel Fuel, Grade 2-D, SIS, On Road Use (Diesel)
3. Low Sulfur Diesel Fuels, Red Dye, Grade S-D, SS00 Off-Road (Diesel-Red Dyed)

Award shall be consistent among all of the above agency participants, but each Participating Agency shall make their own award. Each participating agency may execute its own contract with the successful bidder in accordance with its respective purchasing policies and procedures. Each participating agency will be responsible for issuing its own purchase order (s), and for order placement.

Agency participants are defined as a governmental or multijurisdictional Participating Agency that is closely affiliated with State and or local governments.

### 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County has deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

#### **4.3. QUANTITIES**

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

#### **4.4. PRICING/PERIOD OF CONTRACT**

Duration of the Agreement will be for a period of 36 months with unit prices adjustable at 12 months after the date of award and thereafter annually for the life of the contract, in an amount not to exceed the average of the Consumer Price Index (CPI) or 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior.

**Price escalation/de-escalation:** will be allowed twelve (12) months after the beginning of the award period and at twelve (12) month intervals, thereafter, provided the Contractor notified the County, in writing, of the pending price escalation/de-escalation a minimum of thirty (30) days prior to the effective date of the price change. The price escalation percentage change shall not exceed the previous twelve-month increase of 3% average of the Consumers Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items Bas Period: 1982-84=100 CUUR0000SAH2 Fuels and Utilities published by the U.S. Department of Labor's Bureau of Labor Statistics.

It is the Contractor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the Contractor's request for adjustment will be submitted between 90-120 days prior to Agreement anniversary date, utilizing the available index at the time of request. The Contractor adjustment request will not be in excess of the relevant pricing index change. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed to continue without a pricing adjustment. Any adjustment request received outside of the 90-120 day period above will not be considered.

**Fixed Fee Per Gallon:** This is the fixed amount to be added to or subtracted from the average base price, as defined below in Average Base Price, of each gallon of fuel delivered to Entities. The fixed fee will include any delivery cost from the Contractor's terminal to the delivery location plus any other administrative or handling charges, profit, etc. All prices are F.O.B. delivered into storage tanks at the locations specified.

**Average Base Price:** All prices will be based on Port of Tampa Florida average terminal rack prices published daily in Oil Price Information Service (OPIS), United Publications OPIS the day of order placement.

The base cost will be validated by daily OPIS price sheets provided by the supplier via e-mail to designated participating agency's personnel. (**NOTE, this may be a violation of Federal copyright law.**)

Invoiced fuel prices shall not include any State of Florida and/or Federal taxes from which the County and/or participating agency is exempt.

Per Gallon Fuel Prices will be calculated using the following information.

- the Average Base Price the day of order placement
- the Fixed Fee per gallon price as listed on the bid submittal
- All applicable fuel taxes and or petroleum associated fees as listed on the bid submittal

#### **4.5. TERM EXTENSION(S) OF CONTRACT**

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for 1 additional 24-month period(s) beyond the primary contract period. Term extensions will allow for price adjustments (Decrease/Increase) in an amount not to exceed the average of the Consumer Price Index (CPI) or 3%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

#### **4.6. ORDERS**

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

#### **4.7. SERVICES**

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

**A. ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the Contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

#### **4.8. GOODS & PRODUCTS**

*The terms below are applicable if the Solicitation includes the purchase of GOODS or PRODUCTS:*

**A. DELIVERY/CLAIMS** - Prices quoted will be FOB Destination, freight included and unloaded to location(s) within Pinellas County. Actual delivery address(s) will be identified at time of order. Successful Contractor(s) will be responsible for making any and all claims against carriers for missing or damaged items.

#### **4.9. PURCHASES AT LOWER PRICING:**

If an item is found during the course of the contract, at a lower price than that awarded by the bid, then the bidder shall extend the lower pricing to the County, or the County may purchase that item from the lower price from another provider. The County will provide proof that the lower price is offered by another provider. If the successful Contractor(s) lowers their pricing during the term of the contract, the successful Contractor(s) shall automatically furnish the lower price to the County without prompting.

## 5. Insurance Requirements

### 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

### 5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.
  1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk

Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.,
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
  1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
    - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
    - c. Provide that County will be an additional indemnified party of the subcontract;
    - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
    - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
    - f. Assign all warranties directly to the County; and
    - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
  1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

### **5.3. WORKERS' COMPENSATION INSURANCE**

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

#### **A. Limits**

1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$ 500,000
  - b. Per Employee Disease\$ 500,000
  - c. Policy Limit Disease\$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

### **5.4. COMMERCIAL GENERAL LIABILITY INSURANCE**

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

#### **A. Limits**

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury\$ 1,000,000

4. General Aggregate \$ 2,000,000

#### **S.S. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE**

To cover owned, hired, and non- owned vehicles. If the Vendor does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Vendor can show that this coverage exists under the Commercial General Liability policy.

##### **A. Limit**

1. Combined Single Limit Per Accident \$1,000,000

#### **5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE**

Excess of the primary coverage required, in paragraphs above. No explosion, collapse, or underground damage exclusions allowed.

##### **A. Limits**

1. Each Occurrence \$ 5,000,000
2. General Aggregate \$ 5,000,000

#### **5.7. POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE**

For pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- A. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- B. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- C. Cost of Cleanup/Remediation.
- D. Limits
  1. Per Claim or Occurrence \$ 5,000,000
  2. General Aggregate \$ 5,000,000

E. For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

#### **5.8. PROPERTY INSURANCE**

Vendor will be responsible for all damage to its own property, equipment and/or materials.

## 6. Scope of Work/ Specifications

### 6.1. OBJECTIVE/JUSTIFICATION

To establish a cooperative agreement to supply bulk petroleum fuels meeting specified standards to local governments at the lowest possible price, in the quantities ordered, to the locations specified, within the established timeframe, along with accurate documentation required to update inventories, and timely and accurate invoicing, all without spills, overfills or misfuelling. The types of fuel included are:

- Regular Unleaded Gasoline
- Ultra Low Sulfur Diesel
- Low Sulfur Diesel Fuel, Red Dyed

### 6.2. PRODUCT REQUIREMENTS

#### Item 1: 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 D4814-22, Standard Specification for Automotive Spark-Ignition Engine Fuel with a *minimum of 87 Octane (R+M)/2* established at the refinery with a maximum blend of 10% Ethanol.

#### Item 2: Ultra-Low Sulfur Diesel, Grade No. 2-D, S15 (15 PPM sulfur) (On Road Use)

Ultra-low sulfur grade diesel fuel is intended for use in on-road, high-speed/medium speed engine applications.

Ultra-low sulfur highway diesel fuel (ULSD) shall meet and include the latest revisions to the American Society of Testing and Materials (ASTM) specification ASTM D975-23, Standard Specification for Diesel Fuel Oils.

Sulfur levels in the referenced ULSD fuel shall not exceed 15 ppm as per the latest Environmental Protection Agency standards for highway diesel.

The fuel must meet the latest ASTM D975-04ce1 lubricity performance standard and possess an API Gravity of 30 to 42 and a minimum Cetane index of 40.

#### Item 3: Low Sulfur Diesel Fuel, Red Dyed, Grade No. 2-D, S500 (500 PPM Sulfur) (Off Road Use)

Low Sulfur Grade Diesel Fuel, red-dyed is intended for use in off-road, high-speed/medium speed engine applications.

Low Sulfur Diesel Fuel (LSD) must meet and include the latest revisions to the American Society of Testing and Materials (ASTM) specification ASTM D975-23.

Sulfur levels in the referenced LSD fuel shall not exceed 500 ppm as per the latest Environmental Protection Agency standards for off-road diesel.

The fuel must meet the latest ASTM D975-04ce1 lubricity performance standard and possess an API Gravity of 30 to 42 and a minimum Cetane index of 40.

During emergency conditions when LSD is not available, low sulfur diesel, red dye, grade 2- D, not to exceed 550 ppm may be substituted with advance entity approval.

**ADDITIONAL PRODUCT REQUIREMENTS:**

1. Methanol fuel or blends is not acceptable under this bid.
2. Octane rating shall not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process.
3. Prior to award, Contractor(s) shall provide Certificates of Analysis certifying that all fuel purchased by the participants in this contract meets the above referenced specifications.

**6.3. DELIVERY REQUIREMENTS**

1. Bidders shall indicate if they have their own delivery trucks or are using a contract carrier.
2. Unless otherwise requested, awarded Contractor(s) shall make fuel deliveries to Pinellas County facilities between 7:00 AM and 3:30 PM, Monday through Friday. All other entities participating in this contract shall establish required delivery times with awarded Contractor(s) on an individual basis.
3. The local carrier shall be familiar with all delivery locations; therefore contractor(s) shall not switch carriers on a daily basis. Each bidder shall submit with its bid a Letter of Commitment from the carrier for the various products.
4. Each participating entity may elect to arrange automatic deliveries.
5. The Contractor shall e-mail a list of all scheduled deliveries to each participating jurisdiction or entity for each day deliveries are scheduled. The list shall include all deliveries scheduled for the calendar month and delivery dates for completed deliveries in that month. Lists for each month shall be issued daily until all deliveries for the month are complete.
6. Delivery drivers shall take appropriate precautions against leaks, spills, overfills, and other fuel discharges. The Contractor shall clean up and remediate as necessary all fuel spills resulting from their deliveries. 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 5 gallons shall be immediately reported to the ordering entity.

Contractors shall report a fuel spill of 25 gallons or more onto pervious surfaces or 100 gallons or more onto impervious surfaces to State and local regulatory agencies.

At no cost to the participating entity, the contractor and the contracted carrier shall recover, assess and remediate fuel spill contamination of soil and groundwater to a "no further action" determination by the Florida Department of Environment Protection.

7. Tank wagon contractors shall have the capability to make deliveries through either a nozzle or a 2 inch cam and groove fitting. Some, but not all tank systems are equipped with a 2" male grooved fitting for tight fill delivery.
8. A printed delivery receipt indicating product and quantity is required for all tank wagon fuel deliveries. Transports making bulk deliveries shall have sealed state approved compartment markers.
9. All bidders shall provide delivery policy relative to delivering fuel into elevated above ground tanks with bid submittal. Fill access is **NOT** ground level at some County and Co-op facilities.
10. Contractor(s) shall be fully licensed by local, state or federal regulations and shall comply at all time with local, state or federal rules, regulations, laws, ordinances and statutes in the performance of this contract. Failure to do so may be deemed a material breach of contract and cause for immediate termination of the contract at the sole option of the County.
11. Pinellas County facilities require Phase 1 vapor recovery at bulk fueling sites, and delivery drivers shall make proper connections prior to fuel transfer.
12. 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 overfill.
13. Pinellas County fuel sites will have tank conversion charts available at each bulk location to assist the driver in verification.
14. Contractor shall remedy misfuelling incidents involving introduction of the incorrect product into a County tank. At a minimum, this will require removal of the blended products and replacement with the product of the type, quality and quantity originally in the tank. If the liquid level in the tank was not gauged before misfuelling, the replacement quantity shall be the quantity of the blended products removed.

#### 6.4. DELIVERY SCHEDULE

1. Pinellas County and participating entities shall make fueling facilities available to the Contractor for fuel deliveries. Advance scheduling of deliveries is required to avoid deliveries that will interrupt service operations.
2. On rare occasions orders will be placed for one hundred (100) gallons of product to be delivered to one site.

3. In an attempt to limit multiple deliveries, every effort will be made to combine requirements.
4. Combining other customers' orders to obtain maximum gallons is acceptable as long as delivery can be made within 24 hours of receiving County or Co-op orders.

#### **6.5. DELIVERY LOCATIONS**

1. Delivery points and storage capacities may be changed at the option of Pinellas County or Co- op agencies during the contract period. Contractors shall make fuel deliveries when, where and as required.
2. Delivery locations, fuel type, quantity of tanks and tank sizes for participating entities are listed on Attachment C

#### **6.6. EMERGENCY PLANNING**

1. Prior to award, each contractor shall include a policy statement regarding fuel deliveries preceding an emergency such as a hurricane, and immediately following, provided that rack facilities remain operational.
2. Transport delivery bidders shall include a policy statement prior to award, regarding the availability, on a limited basis of transport trailers to be filled and left at protected County facilities to serve as emergency fuel supplies. The daily cost, if any, associated with this service must be included with bid.
3. Several of the cooperative entities are classified as First Responders and are an integral part of the County-wide Emergency Management System. As a First Responder, the County is responsible to ensure there is no disruption of essential operations.
4. It is critical that the First Responders have a continuous supply of fuel to effectively meet the requirements to protect life and property during emergencies. Contractor(s) are required to have, and maintain, a written agreement(s) with the Port of Tampa and/or other fuel port(s) located in the State of Florida to be considered for any part of this fuel bid award. Provide copy of agreement(s) prior to award.
5. Failure to comply with any provisions of this section (Section 6 - Specifications) during an emergency declared by Federal, state or County authority shall constitute a material breach of contract and cause for immediate contract termination.

#### **6.7. DELIVERABLES - DOCUMENTATION**

1. The Contractor shall provide "proof of delivery". A delivery ticket must be presented with each fuel delivery indicating the following information without exception:
  - a. Product and quantity
  - b. Delivery date

- c. Fuel level in gallons and inches before delivery
- d. Fuel level in gallons and inches after delivery
2. The delivery ticket shall provide the name of the individual responsible for the delivery of the fuel and must be signed by the person accepting delivery. The delivery driver shall measure (dipstick gauge or Veeder-Root gauge) the liquid level in the tank before and after delivery and record these measurements on the delivery ticket.
3. The contractor shall leave one copy of the delivery ticket at the delivery location at the time of the delivery and forward a second copy with the invoice.
4. Excepting emergency or after-hours deliveries, drivers shall not leave unsigned tickets at the delivery location. The driver shall ensure an employee at the delivery location signs the ticket to acknowledge delivery. Invoices unaccompanied by a signed delivery ticket may not be authorized for payment.
5. The Contractor shall submit a composite report of all purchases made against the contract once a year to Pinellas County. 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.
6. Contractors shall submit invoices prepared in accordance with Section 12 Payment & Fiscal Obligations, subsection B Invoices.

Invoices (if applicable) must be submitted to the billing email address indicated below or through such other means as permitted by COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes§ 218.70 et seq. COUNTY will notify CONTRACTOR in writing of a change in the billing email address.

Invoices must be emailed to:

[FinanceAccountsPay@MyPinellasClerk.gov](mailto:FinanceAccountsPay@MyPinellasClerk.gov)

Clerk of the Circuit Court and Comptroller

Attn: Finance Division, Accounts Payable

## 6.8. NON-CONFORMANCE

All fuel products, delivery services and invoices shall conform to all preceding requirements of this section.

Any more than ten (10) incidents of non-conforming products or services, as well as delivery or invoicing errors during the contract period, or one (1) product spill reportable to a regulatory agency shall constitute unsatisfactory performance and require a cure meeting to establish a corrective action plan.

Failure to establish a corrective action plan or adhere to the requirements of a corrective action plan shall constitute a material breach of contract and cause for immediate contract termination.

#### 6.9. Estimated Fuel Requirements in Gallons

See Attachment A for the Estimated Three (3) Year Fuel Requirements in Gallons

**EXHIBIT F**  
**PRICING PROPOSAL**

PINELLAS COUNTY GOVERNMENT, FLORIDA

Bid No.: 25-0541-ITB

Bid Title: FUEL, Gasoline and Diesel (CO-OP)

		08/26/2025 OPIS Price	Pro Energy LLC		
Item No.	Description	OPIS Price	Estimated Gallons	Unit Price	Amount
<b>PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS</b>					
6	TRANSPORT / Low Sulfur Diesel, Red Dye, Grade 2-D, S-500 Off-Road	2.4510	300,000	\$ (0.0225)	\$ 728,550.00