



## SOLICITATION

25-0541-ITB

## FUEL: GASOLINE AND DIESEL (CO-OP)

Pinellas County

Pinellas County Courthouse Annex Bldg., Sixth Floor

Clearwater, FL 33765

### THE MISSION OF PINELLAS COUNTY

"Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow."

ISSUE/RELEASE DATE: August 1, 2025

QUESTION SUBMISSION DEADLINE: August 8, 2025

PROPOSAL SUBMISSION DEADLINE: August 21, 2025, 3:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY VIA OPENGOV TO:

<https://procurement.opengov.com/portal/pinellasfl>

Pinellas County  
SOLICITATION  
Fuel: Gasoline and Diesel (Co-op)

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Attachments:

A - Attachment A Estimated 3 Year Fuel Requirements

B - Attachment B Contact Information

C - Attachment C Delivery Locations

D - AA Human\_Trafficking\_Affidavit\_02.05.2025

## 1. Notice

### **SOLICITATION**

*SUBMITTALS ARE OPENED PUBLICLY AND ARE ACCEPTED VIA OPENGOV*

ITB - Goods & Services

25-0541-ITB

Fuel: Gasoline and Diesel (Co-op)

**ALL QUESTIONS MUST BE SUBMITTED IN OPENGOV WITHIN THE QUESTION & ANSWER SECTION.**

**SOLICITATION MEETINGS:** Site Visit: None; Pre-Conference: None

**SUBMITTALS MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER OPENING DATE.**

The Purchasing and Risk Management Division for the Pinellas County Board of County Commissioners has transitioned to OpenGov Procurement for Contractor/Vendor registration, and for posting, submitting and receiving bids, quotes and proposals for active solicitations. Contractors/Vendors must register with OpenGov Procurement (<https://procurement.opengov.com/signup>) to participate in active County solicitations.

Should you need technical assistance with OpenGov, the following options are available:

Phone: (855) 680-4747, 8 a.m. to 8 p.m., Monday - Friday

Email: [procurement-support@opengov.com](mailto:procurement-support@opengov.com)

Chat is available in the OpenGov application

Web: <https://help.procurement.opengov.com>

Please Note:

From time to time, addenda may be issued to this solicitation. Any such addenda will be posted to <https://procurement.opengov.com/portal/pinellasfl>. Receipt of addenda confirmation is required in OpenGov.

AUTHORIZED BY:

Merry Celeste, CPPB

Division Director of Purchasing

## 2. Introduction

### 2.1. Summary

This cooperative bid is for the supply and delivery of petroleum fuels to County and participating agency facilities listed on an as needed basis. The required types of fuel and estimated 3-year quantities in U.S. gallons are as follows:

- Regular Unleaded Gasoline, 21.7 million
- Ultra-Low Sulfur Diesel, 14.5 million
- Low Sulfur Diesel Fuel, Red Dyed, 1 million

### 2.2. Background

This contract is essential to obtain the fuel local governments need to deliver services to the public under normal as well as emergency conditions. Reliability, accuracy and adherence to all contract provisions are paramount.

### 2.3. Contact Information

**Sharon Beacht**

Procurement Analyst Coordinator

400 S Ft. Harrison Avenue

Clearwater, FL 33765

Email: [sbeacht@pinellas.gov](mailto:sbeacht@pinellas.gov)

Phone: [\(727\) 464-5255](tel:(727)464-5255)

**Department:**

ADMINISTRATIVE SERVICES

### 2.4. Timeline

<b>Issue Date</b>	August 1, 2025
<b>Question Submission Deadline</b>	August 8, 2025, 3:00pm
<b>Proposal Submission Deadline</b>	August 21, 2025, 3:00pm

### 3. Instructions & General Conditions for Submittals

#### 3.1. DEFINITIONS

- A. Agreement means the final written agreement between the County and the successful Contractor under this solicitation, regardless of the title of that final document, and may be used interchangeably with "Contract".
- B. Contractor means the entity submitting a response to this solicitation, and may be used interchangeably with the terms "bidder", "respondent", "contractor", "vendor", "submitter", or "proposer".
- C. County or means Pinellas County, a subdivision of the State of Florida and may be used interchangeably with "Pinellas County".
- D. Submittal means a Respondent's submissions in response to this solicitation, and may be used interchangeably with the terms "submission", "bid", "quote" or "proposal," as applicable to the specific solicitation. For example, these terms should be interpreted to mean "bid" if this is an ITB, "quote" if this is an ITQ, and "proposal" if this is an RFP.

#### 3.2. INSTRUCTIONS & PROCEDURES

- A. **PREPARATION OF SUBMITTAL** - Submittal will be prepared in accordance with the following:
  - 1. Submittals must be uploaded on forms furnished, utilizing the OpenGov procurement website. Failure to comply could result in the submission being rejected.
  - 2. If price is factor, unit prices must be shown and where there is an error in extension of price, the unit price will govern.
  - 3. Alternate submittals will not be considered unless authorized by the solicitation.
  - 4. Proposed delivery time must be shown and any date calculations must include weekends and holidays.
  - 5. Contractor is advised that exceptions to any terms and conditions contained or referenced in this solicitation must be stated with specificity in its response to the solicitation. Contractor is deemed to have accepted and to be bound by the solicitation and referenced agreement terms and conditions that Contractor does not take exception to in its response. The County reserves the right to modify or add terms and conditions based upon the exceptions stated by the Contractor, or to declare any terms and conditions non-negotiable, as determined by the County in its sole discretion.
  - 6. Contractors will thoroughly examine the drawings, specifications, schedule, instructions and/or all other solicitation documents.

7. Contractors will make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the solicitation. Plea of ignorance by the Contractor of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Contractor to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the solicitation documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the Contractor.
8. Contractors are advised that all County solicitations are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

**B. SUBMITTAL METHOD & FORMAT**

1. Submittals must be uploaded utilizing the OpenGov procurement website (<https://procurement.opengov.com/portal/pinellasfl>). Failure to comply could result in the submittal being rejected.
2. Submittals must be uploaded in the Vendor Questionnaire section of this solicitation. Submittals sent via email will not be considered.
3. The preferred format for submittal is PDF conversion from your source files (to minimize file size and maximize quality and accessibility) rather than scanning. Instructions for Providing Files in PDF Format to Pinellas County Government:
  - a. How do I convert my files to PDF format?
  - b. Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.
  - c. Should I scan everything and save as PDF?
  - d. Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as "clean" or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible\* under Federal ADA guidelines (\*unless the scans are OCR.)

**C. SUBMITTALS FROM RELATED PARTIES OR MULTIPLE SUBMITTALS RECEIVED FROM ONE CONTRACTOR**

1. Where two (2) or more related parties each upload a submittal, or multiple submittals are received from one (1) Contractor, for any solicitation, such submittals will be judged non-responsive. Related parties mean Contractors or the principles thereof, which have a direct or indirect ownership interest in another Contractor for the same solicitation or in which a parent company or the principles thereof of one (1) Contractor have a direct or indirect ownership interest in another Contractor for the same solicitation.

**D. INTEGRITY OF SOLICITATION DOCUMENTS**

1. Contractors will use the original solicitation form(s) provided by the Purchasing & Risk Management Division and enter information only in the spaces where a response is requested. Contractors may use an attachment as an addendum to the solicitation form(s) if sufficient space is not available on the original form for the Contractor to enter a complete response. Any modifications or alterations to the original solicitation documents by the Contractor, whether intentional or otherwise, will constitute grounds for rejection of a solicitation. Any such modifications or alterations a Contractor wishes to propose must be clearly stated in the Contractor's submittal response and presented in the form of an addendum to the original solicitation documents.

**E. LATE SUBMISSION OR MODIFICATIONS**

1. Submittals and modifications received after the time set for the submission will not be considered. This upholds the integrity of the process.
2. Modifications in writing received prior to the time set for the submittal will be accepted.

**F. WITHDRAWAL OF SUBMITTAL**

1. The submittal may be withdrawn prior to the solicitation opening date, however, a submittal may not be withdrawn for a period of time as specified in this solicitation document.

**G. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS**

1. No oral interpretations will be made to any firms as to the meaning of specifications or any other Contractor documents. All questions pertaining to the terms and conditions or scope of work of this solicitation must be sent in writing (electronically) to the Purchasing and Risk Management Division and received by the date specified in solicitation. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the solicitation. All such addenda will become part of the agreement documents. The County will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the agreement. The Purchasing and Risk Management Division will be unable to respond to questions received after the specified time frame.

#### **H. REJECTION OF SUBMISSION**

1. The County may reject a submittal if:
  - a. The Contractor incorrectly states or conceals any material fact in the solicitation.
  - b. The solicitation does not strictly conform to the law or requirements of solicitation including insurance requirements.
  - c. The solicitation is conditional, except that the Contractor may qualify its submittal for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis submittal must include all items upon which the Contractor was invited.
  - d. The respective constitutional officer, County Administrator, on behalf of the Board of County Commissioners or within their delegated financial approval authority, or Director of Purchasing, within their delegated financial approval authority, has the authority when the public interest will be served thereby to reject all submittals or parts of submittals at any stage of the procurement process through the award of an agreement.
  - e. The County reserves the right to waive minor informalities or irregularities in any submittal.

#### **I. PUBLIC REVIEW AT OPENING**

1. Pursuant to Florida Statute, Section 119.071(1)(b)2, all submittals will be subject to review as public records after 30-days from opening, or earlier if an intended decision is reached before the thirty-day period expires. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request. All trade secrets claims must be dispositively determined by a court of law prior to trade secret protection being granted.

#### **J. TABULATION INQUIRIES**

1. Inquiries relating to the results of this solicitation, prior to the official award by the Pinellas County Board of County Commissioners may be made by visiting OpenGov or calling the Purchasing Office after 30 days to comply with Florida Statute, Section 119.071(1)(b)2.

### **3.3. JOINT VENTURES**

Contractors intending to submit as a joint venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting (see Section 489.119 Florida Statutes). Joint ventures must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.



### 3.4. AWARD OF CONTRACT - ITB

- A. The contract will be awarded to the lowest responsive, responsible bidder(s) whose submittal, conforming to the solicitation, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- B. The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the respondent(s) qualifies their bid by specified limitations. See Rejection of Submission.
- C. If two or more bids received are for the same total amount or unit price or in the case of proposals, the qualifications, quality and service are equal then the contract will be awarded by drawing lots in public.
- D. Prices quoted must be Free on Board (FOB) Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- E. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful respondent, will result in a binding contract without further action by either party.

### 3.5. PROTEST PROCEDURE

Protest procedures are governed by Pinellas County Code Section 2-162, which states:

Right to Protest. "A vendor who is aggrieved by the contents of the bid or proposal package, or a vendor who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director, as provided herein. This right to protest is strictly limited to those procurements of goods and/or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to F.S. § 287.055, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations, negotiations, qualifications or letters of interest; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of respondents or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section will not be reviewed."

"Posting. The purchasing department will post the recommended award on or through the departmental website."

Requirements to protest.

"If the protest relates to the content of the bid or proposal package, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after issuance of the bid or proposal package."

"If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m. EST on the fifth full business day after posting of the award recommendation."

"The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds."

"A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the respondent or proposer."

"Sole remedy. These procedures shall be the sole remedy for challenging the content of the bid or proposal package or the recommended award."

"Lobbying. Protestors and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any county official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department's or county attorney's office to address situations such as clarification and/or pose questions related to the procurement process. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided, however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this Code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration."

"Time limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the bid or proposal."

"Authority to resolve. The director shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. EST on the tenth full business day after the filing thereof."

"Review of director's decision."

"The protesting party may request a review of the director's decision to the county administrator by delivering written request for review of the decision to the director by 5:00 p.m. EST on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, and arguments which the respondent or proposer deems relevant to the issues raised in the request to review the decision of the director."

"The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m. EST on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction."

"Stay of procurement during protests. There shall be no stay of procurement during protests."

(Ord. No. 94-51, § 5, 6-7-94; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 14-11, § 2, 2-11-14; Ord. No. 18-34, 10-23-18)

### 3.6. ADA REQUIREMENT FOR PUBLIC NOTICES

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727-464-4062 (voicedd) fax 727-464-4157, not later than seven days prior to the proceeding.

### 3.7. ADDITIONAL REQUIREMENTS

The County reserves the right to request additional goods or services relating to this agreement from the Contractor. When approved by the County as an amendment to this agreement and authorized in writing, the Contractor will provide such additional requirements as may become necessary.

### 3.8. COLLUSION

The Contractor, by affixing a signature to their response, certifies that its submittal is made without previous understanding, agreement, or connection with any person, firm or corporation making a submittal for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

### 3.9. CONFLICT OF INTEREST

- A. The Contractor, by affixing a signature to their response, represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Contractor further represents that, if it is awarded a contract under this solicitation, no person having any such interest will be employed during the contract term and any extensions. In addition, the Contractor will not offer gifts or gratuities to County employees as County employees are not permitted to accept gifts or gratuities. By signing this document, the Contractor acknowledges that no gifts or gratuities have been offered to County employees or anyone else involved in this competitive solicitation process.
- B. The Contractor will promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification will identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion, by certified mail, within thirty days of receipt of notification by the Contractor.
- C. It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:
  1. Pinellas County Clerk of Circuit Court – Division of Inspector General

2. Phone – (727) 45FRAUD (453-7283)
3. Fax – 727-464-8386

### 3.10. CONTRACT STANDARD TERMS & CONDITIONS

The awarded contract resulting from this solicitation will be subject to the County's Standard Terms and Conditions effective as of the date of the contract award, available at <https://pinellas.gov/county-standard-terms-conditions/>, and any Special Conditions outlined in this solicitation.

The successful Contractor must be prepared for the County to accept its response as submitted, subject to the Standard and Special Terms & Conditions. The successful Contractor's response will be incorporated into the final contract as the Scope of Work. The County may reject any exception to the Standard or Special Terms & Conditions proposed by the Contractor, and will not be bound by any additional or modified terms and conditions included in the successful Contractor's response that are in conflict with the Standard or Special Terms and Conditions, or are not acceptable to, or have been declared to be non-negotiable by the County, as determined in its sole discretion.

If the successful Contractor fails to sign all documents necessary to successfully execute the final contract within a reasonable time following the award, or (if applicable) negotiations do not result in an acceptable agreement, the County may reject the response or revoke the award, and may begin negotiations with another Contractor. Final contract terms must be approved or signed by the appropriately authorized County official(s).

### 3.11. CONTRACTOR CAPABILITY / REFERENCES

Prior to agreement award, any Contractor may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Contractors must furnish a reference list of at least four (4) customers for whom they have performed similar services.

### 3.12. CONTRACTOR LICENSE REQUIREMENT

All Contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any submittal and/or award.

### 3.13. CORPORATE REGISTRATION

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information on how to become registered.

### 3.14. DESCRIPTION OF GOODS/SERVICES/SUPPLIES

- A. Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Submittals will be considered for all brands which meet the quality of the specifications listed for any items.
- B. Contractors are required to state exactly what they intend to furnish otherwise they will be required to furnish the items as specified.
- C. Contractor submission must include all data necessary to evaluate and determine the quality of the item(s) they intend to furnish.
- D. **ALTERNATES:** Alternates will not be considered unless authorized by the solicitation. Such alternates may or may not be accepted by the County. If approved, it is at the County's discretion to accept said alternate(s) in any sequence or combination therein. If the Contractor is proposing an alternate that is not provided in the solicitation, alternate(s) must be submitted within the OpenGov Q & A section prior to the question deadline, and receive approval prior to the solicitation opening date in order to be considered for award.
- E. **OR EQUAL DETERMINATION:** Where submitting other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

### 3.15. E-VERIFY

The Contractor and their subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. A Contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they must immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

### **3.16. INDEMNIFICATION**

By submitting a response to this solicitation, Contractor understands and agrees that if awarded the indemnification provisions in the <https://pinellas.gov/county-standard-terms-conditions/> apply, subject to Pinellas County Resolution 2006-70 ("Indemnification").

### **3.17. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Contractor acknowledges that it is functioning as an independent Contractor in performing under the terms of this agreement, and it is not acting as an employee of Pinellas County. The Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the agreement will be considered a material breach and grounds for immediate termination of the agreement.

### **3.18. INSURANCE**

The Contractor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed in the insurance section below. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of award may result in the County to vacate the original determination or recommendation and proceed with recommendation to another Contractor.

### **3.19. LOBBYING**

All Contractors agree to adhere to Pinellas County Code Section 2-189, which states:

Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective respondent/proposer/protestor from contacting the Purchasing Department or the County Attorney's Office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the respondent, any member of the respondent's staff, any agent or representative of the respondent, or any person employed by any legal entity affiliated with or representing a respondent, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the Board, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a

respondent/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, "lobbying" shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director.

(Ord. No. 02-35, 5-7-02; Ord. No. 04-64, § 12, 9-21-04; Ord. No. 04-87, § 1, 12-7-04; Ord. No. 10-09, § 6, 2-16-10; Ord. No. 11-23, § 2, 7-26-11; Ord. No. 14-11, § 5, 2-11-14; Ord. No. 18-34, 10-23-18).

### **3.20. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

The laws of the State of Florida apply to any purchase made under this solicitation. Contractors must comply with all local, state, and federal directives, orders and laws as applicable to this solicitation and subsequent agreement(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and Occupational Safety and Health Administration (OSHA) as applicable to this agreement.

### **3.21. RESPONSIBLE VENDOR DETERMINATION**

Vendor is hereby notified that Section 287.05701, Florida Statutes, requires that the County may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

### **3.22. NON-EXCLUSIVE CONTRACT**

Award of this agreement will impose no obligation on the County to utilize the Contractor for all work of this type, which may develop during the agreement period. This is not an exclusive agreement. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term agreements, this provision will apply separately to each term.

### **3.23. PROCUREMENT POLICY FOR RECYCLED MATERIALS**

- A. Pinellas County wishes to encourage its Contractors to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.
- B. When awarding a purchase or recommending a purchase for products, materials, or services, the Director of Purchasing and Risk Management may allow a preference to a responsive Contractor who certifies that their product or material contains the greatest percentage of postconsumer material. If solicitation includes paper products, Contractor must certify that their

materials and/or products contain at least the content recommended by the Environmental Protection Agency (EPA) guidelines.

- C. On all quotes, or as required by law, the Director of Purchasing and Risk Management require Contractors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.
- D. Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying submittal received.

**Definitions for Recycled Materials:**

**Recovered Materials:** Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

**Recycled Materials:** Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrap purchased from another manufacturer and used in the same or a closely related product.

**Postconsumer Materials:** Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

### **3.24. PROVISION FOR OTHER AGENCIES**

Unless otherwise stipulated, the Contractor(s) agree to make available to all “Eligible Users” the prices submitted in accordance with the terms and conditions of the contract resulting from this solicitation. Eligible Users means all State of Florida government agencies, the legislative and judicial branches, and political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the resulting contract.

### **3.25. PUBLIC EMERGENCIES**

It is hereby made a part of this solicitation that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County will require a first priority for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or governmental entities on a first priority basis. The County expects to pay a fair and reasonable price for all products and services rendered or contracted in the event of a disaster, emergency, hurricane, tornado or other acts of God.



### **3.26. PUBLIC ENTITY CRIMES STATEMENT**

Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Contractor agrees that its submittal and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to submit for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any agreement awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

### **3.27. PUBLIC RECORDS/TRADE SECRETS**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation will belong exclusively to the County.

To the extent that Contractor desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Contractor will provide an additional copy of the Contractor’s submittal that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Contractor signature page, Contractor acknowledges and agrees:

- A. That after notice from the County that a public records request has been made for the materials designated as a trade secret, the Contractor will be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action will be taken immediately, but no later than ten (10) calendar days from the date of notification or Contractor will be deemed to have waived the trade secret designation of the materials;
- B. That to the extent that the Contractor with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating agreement terms, approving any agreement based on the Contractor, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final agreement award;
- C. To indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney’s fees and costs), or claims arising from or related to the designation of trade secrets by the Contractor, including actions or claims arising from the County’s non-disclosure of the trade secret materials.

- D. That information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statutes and Pinellas County public record policies. Contractor agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statutes.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire submission document, line item and/or total Contractor prices, the work, services, project, goods, and/or products to be provided by Contractor, or any information, data, or materials that may be part of or incorporated into an agreement between the County and the Contractor is not acceptable to the County and will result in a determination that the Contractor submittal is nonresponsive; the classification as trade secret of any other portion of a submittal document may result in a determination that the submittal is nonresponsive.

### 3.28. TRUTH IN NEGOTIATIONS

The Contractor certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original agreement amount and any additions thereto will be adjusted to exclude any significant sums where the County determines the agreement price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the agreement.

## 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, S15, On Road Use (Diesel)
3. Low Sulfur Diesel Fues, Red Dye, Grade S-D, S500 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

#### 5.5. 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

## 7. Vendor Questionnaire

### 7.1. VENDOR QUESTIONNAIRE

Respondents are expected to organize their submittals in such a manner as to facilitate the evaluation process. Submittals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific submittal, criterion, section or paragraph number of the solicitation being addressed.

Evaluators will make a reasonable effort to locate information in the responses; however failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate credit.

Additional documentation may be requested by the County to ensure contract compliance.

#### 7.1.1. CONTRACTOR ACCEPTANCE FORM\*

Download the below documents, complete, and upload.

- [11.13.2024.Vendor.acceptanc...](#)

\*Response required

#### 7.1.2. OPENGov ELECTRONIC PRICING PROPOSAL AND DELIVERY DAYS\*

See OpenGov electronic [Pricing Proposal](#). Pricing must be submitted within the OpenGov electronic [Pricing Proposal](#) and all pricing must be completed.

DELIVERY \_\_\_\_\_ DAYS AFTER RECEIPT OF ORDER

An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 [www.flsenate.gov/Laws/Statutes/2011/607.1501](http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit [dos.myflorida.com/sunbiz/](http://dos.myflorida.com/sunbiz/) for this information on how to become registered.

\*Response required

#### 7.1.3. SUBMITTAL DOCUMENTS\*

Upload all other documents relating to this solicitation.

\*Response required

## 8. Pricing Proposal

### FIXED FEE MARK UP

\*FEE MARKUP PER GALLON ALL INCLUSIVE CHARGE (PLUS OR MINUS) TO BE ADDED TO AVERAGE BASE PRICE \*FIXED FEE MARKUP SHALL BE AN ALL-INCLUSIVE PRICE FOR ALL COSTS ASSOCIATED WITH SUPPLYING AND DELIVERING FUEL TO PARTICIPATING ENTITIES.

Line Item	Description	Dollar	Fixed Fee Markup per Gallon
1	TANK WAGON Gasoline, Regular Unleaded Minimum 87 Octane	Dollar	
2	TRANSPORT Gasoline, Regular Unleaded Minimum 87 Octane	Dollar	
3	TANK WAGON Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Dollar	
4	TRANSPORT Ultra Low Sulfur Diesel Grade 2-D, S15, On Road Use	Dollar	
5	TANK WAGON Ultra Low Sulfur Diesel, Red Dye, Grade 2-D, S500, Off Road	Dollar	
6	TRANSPORT Ultra Low Sulfur Diesel, Red Dye, Grade 2-D, S500, Off Road	Dollar	

### CALCULATIONS WILL BE COMPLETED USING OPIS PRICING (USED ONLY TO DETERMINE AWARD) DAILY AVERAGE PRICE ON BID OPENING DATE

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.

Line Item	Description	Unit of Measure	Unit Cost	No Bid
1	Gasoline	Gallon		
2	Diesel - On Road	Gallon		
3	Diesel - Off Road	Gallon		

**PINELLAS COUNTY BCC QUANTITIES**

Line Item	Description	Unit of Measure	Quantity	Fixed Fee	OPIS Price	Total
1	TANK WAGON Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	1,960,000		TBD	
2	TRANSPORT Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	7,840,000		TBD	
3	TANK WAGON Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	200,000		TBD	
4	TRANSPORT Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	3,800,000		TBD	
5	TANK WAGON Low Sulfur Diesel, Red Dye, Grade 2-D, S500, Off-Road Use	Gallon	200,000		TBD	
6	TRANSPORT Low Sulfur Diesel, Red Dye, Grade 2-D, S500, Off-Road Use	Gallon	300,000		TBD	
<b>TOTAL</b>						

**COOPERATIVE AGENCIES QUANTITIES**

Line Item	Description	Unit of Measure	Quantity	Fixed Fee	OPIS Price	Total
1	TANK WAGON Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	208,400		TBD	

Line Item	Description	Unit of Measure	Quantity	Fixed Fee	OPIS Price	Total
2	TRANSPORT Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	833,600		TBD	
3	TANK WAGON Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	48,413		TBD	
4	TRANSPORT Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	919,838		TBD	
5	TANK WAGON Low Sulfur Diesel, Red Dye, Grade 2-D, S500, Off-Road Use	Gallon	235,150		TBD	
6	TRANSPORT Low Sulfur Diesel, Red Dye, Grade 2-D, S500, Off-Road Use	Gallon	352,725		TBD	
<b>TOTAL</b>						

#### GENERAL INFORMATION

Line Item	Description	Unit of Measure	Unit Cost	No Bid
*	CARRIER	N/A		
1	TANK WAGON Carrier Capacity and Delivery Limit	Gallon		
2	TRANSPORT Carrier Capacity and Delivery Limit	Gallon		
3	Minimum gallons delivered to one (1) location (1 Product)	Gallon		
4	Minimum gallons to make deliveries combining products and orders	Gallon		

Line Item	Description	Unit of Measure	Unit Cost	No Bid
5	Use own carriers? (No, if you use a contractor)	Yes / No		
6	Weather Emergencies / Provide drop of loaded transport trailer to one or several locations	Yes / No		
7	Weather Emergencies / Demurrage cost per day per Tanker:	Per Day		
8	Emergency Planning Policy Statement (deliveries preceding emergency) *reference Scope of Work, section 6.6	Yes / No		
9	Policy Statement (availability of transport trailers to be filled and left at facilities) *reference Scope of Work, section 6.6	Yes No		
10	Delivery Policy (elevated above ground tanks) *reference Scope of work, section 6.3	Yes No		
11	Drop Charges / Split Fee Delivery (two products / two locations)	Per Event		
12	Pump Fee (elevated storage tanks)	Per Event		
13	Fixed Delivery Fee for other fuels not listed	Gallons		

## 9. Sample Agreement

### 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 [Contractor Legal Name] whose primary address is [Contractor Legal Address] (hereinafter “CONTRACTOR”) (jointly, the “Parties”).

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

##### **A. Documents Comprising Agreement**

1. This Agreement, including the Exhibits 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. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation Section 4, titled Special Conditions attached as Exhibit C.
  - d. Solicitation Section 5, titled Insurance Requirements attached as Exhibit D.
  - e. Contractor's response to Solicitation Section 6, titled Scope of Work / Specifications attached as Exhibit E.
  - f. 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 Exhibits, which control in the order listed above.

##### **B. Term**

1. The initial term of this Agreement shall be for a term of thirty-six (36) months.

##### **C. Expenditures Cap**

1. Payment and pricing terms for the initial term is subject to the Pricing Proposals in Exhibit F. County expenditures under the Agreement will not exceed \$TBD for 36-months without a written amendment to this Agreement.

2. In no event will annual expenditures exceed \$TBD within 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:

Signature:

Print Name and Title:

Date:

For County:

Signature:

Print Name and Title:

Date: