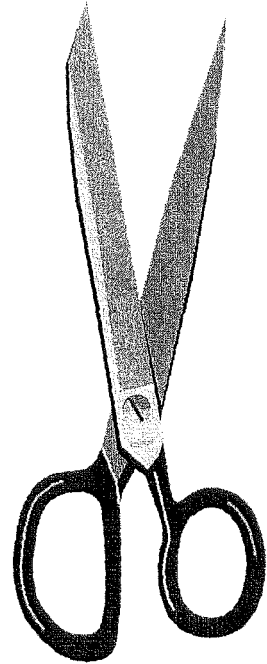


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a "Sealed Bid".

Be sure to include the name of the company submitting the bid where requested.


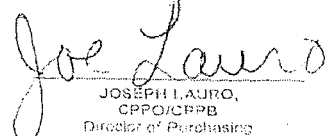
SEALED BID • DO NOT OPEN	
SEALED BID NO.:	145-0387-B(PF)
BID TITLE:	Fuel: Gasoline & Diesel (Co-op)
DUE DATE/TIME:	September 15, 2015 @ 3:00 P.M.
SUBMIT BY:	<u>Petroleum Traders Corporation</u> (Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT Board of County Commissioners Annex Building –6 th Floor 400 South Fort Harrison Avenue Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this bid.

Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed bid package if applicable.

SUBMIT TO: PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS 400 S. FT. HARRISON AVENUE ANNEX BUILDING – 6 TH FLOOR CLEARWATER, FL 33756	 <h1 style="text-align: center;">INVITATION TO BID</h1>
ISSUE DATE: August 20, 2015	BID SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED
TITLE: FUEL: GASOLINE & DIESEL (CO-OP)	BID NUMBER: 145-0387-B(PF)
SUBMITTAL DUE: September 15, 2015 @ 3:00 P.M. AND MAY NOT BE WITHDRAWN FOR 60 DAYS FROM DATE LISTED ABOVE.	PRE-BID DATE & LOCATION: NOT APPLICABLE
DEADLINE FOR WRITTEN QUESTIONS: September 1, 2015 BY 3:00 P.M. SUBMIT QUESTIONS TO: PATTI FONTAINE AT pfontaine@pinellascounty.org Phone: 727-464-3147 Fax: 727/464-3925	
<p style="text-align: center;">THE MISSION OF PINELLAS COUNTY</p> 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.	 JOSEPH LAURO, CPO/CPB Director of Purchasing

NOTE: BIDS ARE TO BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE THE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER BID TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PAYMENT TERMS: 0 % 45 DAYS, NET 45 (PER F.S. 218.73) *BID DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ N/A

BIDDER (COMPANY NAME): Petroleum Traders Corporation D/B/A N/A

MAILING ADDRESS: 7120 Pointe Inverness Way CITY / STATE / ZIP Fort Wayne IN 46804

COMPANY EMAIL ADDRESS: gnewton@petroleumtraders.com PHN: (260) 348-3705 FAX: (260) 203-3820

***REMIT TO NAME:** Petroleum Traders Corporation CONTACT NAME: _____
 (As Shown On Company Invoice)

FEIN# 35-1462227

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

PRINT NAME: Gayle Newton, Contract Sales Manager

EMAIL ADDRESS: gnewton@petroleumtraders.com

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS BID, INCLUDING INSURANCE REQUIREMENTS & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

FORMS CHECKLIST	
COPY OF COMPANY INVOICE	x
W-9 (TAXPAYER ID)	x

AUTHORIZED SIGNATURE: _____

PRINT NAME/TITLE: Gayle Newton, Contract Sales Manager

SEE PAGE 29-31 SECTION F FOR BID PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

SECTION A - GENERAL CONDITIONS

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder should print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the bidder and deemed to have been included in the bid. The Laws of the State of Florida provide that sales and use taxes are payable by the bidder upon the tangible personal property incorporated in the work and such taxes shall be paid by the bidder and be deemed to have been included in the bid.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF 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. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. ALTERNATES:

Unless otherwise provided in an Invitation to Bid or Request for Proposals, ALTERNATIVES may be included in the plans, specifications, and/or proposals. When included, the Bidder or Offerer shall indicate on the proposal the cost of said alternate and sum to be deducted or added to the Base Bid. 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.

4. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice.

5. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid, including insurance requirements.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.

SECTION A - GENERAL CONDITIONS

- (b) The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all bids or parts of bids at any stage of the procurement process through the award of a contract.
- (c) The County reserves the right to waive minor informalities or irregularities in any bid.
6. **WITHDRAWAL OF BID:**
- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.
7. **LATE BID OR MODIFICATIONS:**
- (a) Bid and modifications received after the time set for the bid submittal will not be considered. **In addition, late bids will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the bidding process.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.
8. **PUBLIC REVIEW AT BID OPENING:**
Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all bids submitted shall 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 shall be dispositively determined by a court of law prior to trade secret protection being granted.
9. **BID TABULATION INQUIRIES:**
 Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Tabulations will be posted on the Purchasing Website (www.pinellascounty.org/purchase/Current_Bids1.htm) after 30 days to comply with Florida Statute 119.071(1)(b)2.
10. **AWARD OF CONTRACT:**
- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, 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 bidder qualifies his bid by specified limitations. See Rejection of Bids.
- (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, the contract shall be awarded to the local bidder/proposer. A local firm is defined as a firm with headquarters in geographical Pinellas County. Headquarters shall mean the office location that serves as the administrative center and principal place of business. 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 and no firms are deemed local, then the contract shall be awarded by drawing lots in public.
- (d) Prices quoted must be 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 bidder, shall result in a binding contract without further action by either party.
11. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**
 Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

SECTION A - GENERAL CONDITIONS

12. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

The laws of the State of Florida apply to any purchase made under this Invitation to bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(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 OSHA as applicable to this contract.

13. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, 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 contract.

14. **COLLUSION:**

The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

15. **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 bid and/or contract award.

16. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:**

If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.

17. **RIGHT TO AUDIT:**

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-176(j). Records should be maintained for three (3) years from the date of final payment.

18. **PUBLIC ENTITY CRIME AND SCRUTINIZED COMPANIES:**

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 bid 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 bid for and perform the services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

19. **MULTIPLE COPIES:**

Unless otherwise specified, responses to an Invitation to Bid (ITB) or Request for Proposal (RFP) should be submitted in duplicate.

20. **COUNTY INDEMNIFICATION:**

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

SECTION A - GENERAL CONDITIONS

- b) Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
- c) The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.
21. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
22. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
23. **"OR EQUAL" DETERMINATION:**
Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized person.
24. **INSURANCE:**
Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.
25. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its bidders 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.
- When awarding a purchase of \$5,000 or less, or recommending a purchase in excess of \$5,000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.
- On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors 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.
- 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 bid received.
- DEFINITIONS:**
- 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.

SECTION A - GENERAL CONDITIONS

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.

26. **ASBESTOS MATERIALS:**

The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

27. **PAYMENT/INVOICES:**

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown in below. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

INVOICE INFORMATION:

Supplier Information	Company name, mailing address, phone number, contact name and email address as provided on the PO
Remit To	Billing address to which you are requesting payment be sent
Invoice Date	Creation date of the invoice
Invoice Number	Company tracking number
Shipping Address	Address where goods and/or services were delivered
Ordering Department	Name of ordering department, including name and phone number of contact person
PO Number	Standard purchase order number
Ship Date	Date the goods/services were sent/provided
Quantity	Quantity of goods or services billed
Description	Description of services or goods delivered
Unit Price	Unit price for the quantity of goods/services delivered
Line Total	Amount due by line item
Invoice Total	Sum of all of the line totals for the invoice

SECTION A - GENERAL CONDITIONS

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

28. **TAXES:**
Payments to Pinellas County are subject to Florida taxes.
29. **TERMINATION:**
- (a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
30. **BIDDER CAPABILITY/REFERENCES:**
Prior to contract award, any bidder 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. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)
31. **DELIVERY/CLAIMS:**
Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items
32. **MATERIAL QUALITY:**
All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
33. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**
No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in the ITB. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
34. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:**
The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

SECTION A - GENERAL CONDITIONS

35. **EXCEPTIONS:**

Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

36. **NON-EXCLUSIVE CONTRACT:**

Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. 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 contracts, this provision shall apply separately to each term.

37. **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 shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter 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 Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

- (i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall 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 shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer/Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;
- (ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, 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 contract award;
- (iii) 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 Proposer/Bidder/Quoter, including actions or claims arising from the County's non-disclosure of the trade secret materials.
- (iv) 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. Proposer/Bidder/Quoter 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 proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

SECTION A - GENERAL CONDITIONS

38. LOBBYING:

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 bidder/proposer/protector 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 bidder/proposer, any member of the bidder's/proposer's staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protector, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, 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 bidder/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 of purchasing.

39. 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 shall provide such additional requirements as may become necessary.

40. 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 contract in accordance with the terms, conditions, and specifications.

41. INTEGRITY OF BID DOCUMENTS

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

SECTION A - GENERAL CONDITIONS**42. PUBLIC EMERGENCIES:**

It is hereby made a part of this bid that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God that Pinellas County shall 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. Vendor/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.

43. JOINT VENTURES:

All Bidders intending to submit a bid 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 the bid (see Section 489.119 Florida Statutes).

Joint Venture Firms 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.

44. CONFLICT OF INTEREST:

- a) The Bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Bidder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Bidder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this bid document, the Bidder acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive invitation to bid process.
- b) The Bidder shall 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 shall identify the prospective business association, interest or circumstance, the nature of work that the Bidder 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 Bidder. The County agrees to notify the Bidder of its opinion, by certified mail, within thirty days of receipt of notification by the Bidder.
- 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:

Pinellas County Clerk of Circuit Court – Division of Inspector General

Phone – (727) 45FRAUD (453-7283)

Fax – 727-464-8386

SECTION A - GENERAL CONDITIONS**45. PROTEST PROCEDURE:**

As per Section 2-162 of County Code

- (a) *Bid/Proposal protests.* Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the "Consultants' Competitive Negotiation Act." No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders 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 2-162 shall not be reviewed.
- (b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.
- (c) *Requirements to Protest.*
- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
- (2) 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., on the fifth full business day after posting of the award recommendation.
- (3) 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.
- (4) 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 bidder/proposer.
- (d) *Rights of interested parties.* Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.
- (e) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
- (f) *Lobbying.* Protestors, and interested parties as defined subsection (d), 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 Pinellas 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 employees. 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.

SECTION A - GENERAL CONDITIONS

(g) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(h) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a 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. on the tenth full business day after the filing thereof.

(i) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.

(2) 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., 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.

(j) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

46. **DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

- A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.
- 1 Requesting department for this purpose is defined as the County department for whom the work is performed.
 - 2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.
- B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

SECTION A - GENERAL CONDITIONS

- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.
- E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION B – SPECIAL CONDITIONS

BID TITLE: FUEL: GASOLINE AND DIESEL (CO-OP)**BID NUMBER: 145-0387-B(PF)**

IMPORTANT NOTICE: Changes have been made to the Insurance process. INSURANCE IS NOW DUE WITH BID SUBMITTAL. See SECTION C – Insurance Requirements.

1. INTENT - COOPERATIVE BID:

This is a cooperative bid for the purpose of establishing a contract for Petroleum Fuel Products to order on an as needed basis by, but not limited to, the following participants:

- A. City of City of Dunedin
- B. City of Gulfport
- C. City of Indian Rocks Beach
- D. City of Largo
- E. City of Madeira Beach
- F. City of Oldsmar
- G. City of Pinellas Park
- H. City of St. Petersburg
- I. City of Tampa
- J. Hillsborough County Sheriff's Office
- K. Palm Harbor Fire Rescue
- L. St. Petersburg College
- M. Pinellas County Board of County Commissioners

2. Award for transport deliveries portion of this contract will be on a Primary/Secondary basis. The Primary is the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. The Secondary is defined as the second lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered.

Should the Primary Contractor fail to deliver within 24 hours after fuel has been ordered, the requesting participating jurisdiction or entity reserves the right to procure the order from the Secondary Contractor. In which event, the extra cost of procuring such fuel above the contract price may be charged back to the Primary Contractor or may be deducted from any moneys due or which may become due.

Award shall be consistent among all of the above agency participants, but each entity 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.

3. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
4. **PRICING/PERIOD OF CONTRACT:** Duration of the contract shall be for a period of five (5) years. Fixed Fee per Gallon unit prices bid of listed items shall be held firm for the initial twelve (12) months of the contract. A 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 notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date for the price change. The price escalation percentage change shall not exceed the previous twelve month percentage average of the Consumers Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items Base Period: 1982-84=100 CUUR0000SAH2 Fuels and Utilities published by the U.S. Department of Labor's Bureau of Labor Statistics.

SECTION B – SPECIAL CONDITIONS

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence annually, the vendor's request for adjustment should be submitted four (4) months prior to contract anniversary date. 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 to continue without a pricing adjustment. Any adjustment request received after the annual contract anniversary date may 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, 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 Entity personnel.

Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the County and/or participating entity 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

5. **PRE-COMMENCEMENT MEETING:**

Upon award of bid, the County will coordinate a pre-commencement meeting with the successful Contractor(s). The meeting will require Contractor, County and Co-operative representatives to review specific contract details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

6. **TIMELINESS OF DELIVERY:**

Deliveries shall be made within twenty-four hours of the time that the order is placed. It is agreed that if the Contractor(s) is to be delayed in making deliveries, in excess of twenty-four (24) hours, the Contractor will immediately notify by telephone (entities below), providing specific reasons for non-delivery and date deliveries will be resumed. **Pricing of set product for such delays shall remain at the initial order price for product and transportation.**

SECTION B – SPECIAL CONDITIONS

Contact information of participating Co-operative Entities:

City of Dunedin, Fleet Service 1090 Virginia Street Dunedin, FL 34698 727-738-1844	City of Gulfport Purchasing Department 2401 53 rd Street South Gulfport, FL 33737-5187 727-321-1158
City of Indian Rocks Beach 1507 Bay Palm Blvd Indian Rock Beach, FL 33785-2899 727-595-6889	City of Largo Purchasing Department P.O. Box 296 Largo, FL 33779 727-587-6727
City of Madeira Beach 300 Municipal Dr. Madeira Beach, FL 33708 727-399-1131	City of Oldsmar Municipal Services Building 300 Commerce Blvd Oldsmar, FL 34677
City of Pinellas Park Purchasing Department 5141 78 th . Ave. Pinellas Park, FL 34665-2498 727-541-0750	City of St. Petersburg Procurement and Supply Department P.O. Box 2482 St. Petersburg, FL 33731-2842 727-893-7026
City of Tampa Procurement Department 306 E. Jackson Street, 2 nd Floor East Tampa, Florida 33602 813-274-8351	Hillsborough County Sheriff's Office Maintenance Support Services 2214 N. Falkenburg Road, Tampa, Fl 33619 813-247-0043
Palm Harbor Fire and Rescue 250 West Lake Road Palm Harbor, FL 34684 727-784-0454	St. Petersburg College Purchasing Department P.O. Box 13489 St. Petersburg, FL 33733-3489 727-341-3248
Pinellas County Board of County Commissioners Fleet Department 9685 Ulmerton Rd. Largo, FL 33771 727- 582-3050	

7. **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 for 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.

SECTION B – SPECIAL CONDITIONS**8. SUBMISSION OF BIDS:**

Paper documents may be provided, but should be accompanied by an equivalent electronic PDF file. Provide one original and one copy on paper, plus two (2) compact discs (CD). The preferred method 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. Why does Pinellas County Government want all the documents as PDF files?**

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

B. How do I convert my files to PDF format?

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?

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.)

SECTION C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (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 A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Bidder shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that bidder include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. 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) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least thirty (30) days prior to the expiration date.
 - (1) Bidder 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 Bidder from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this Bid, the Prime Bidder 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 Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder 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; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) 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; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder 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.
- h) 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. If Bidder is a Joint Venture per Section A. titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (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 Contractor.
- (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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).
- i) 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:

SECTION C – INSURANCE REQUIREMENTS

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

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

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder 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 Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

(5) 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:

- 1) 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, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

SECTION C – INSURANCE REQUIREMENTS

- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 5,000,000
General Aggregate	\$ 5,000,000

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.

- (6) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

SECTION D – VENDOR REFERENCES

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: Petroleum Traders Corporation

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 36 years

BUSINESS ADDRESS: 7120 Pointe Inverness Way, Fort Wayne, IN 46804

HOW LONG IN PRESENT LOCATION: 21 years

TELEPHONE NUMBER: 800-348-3705 x 4 FAX NUMBER: 260-203-3820

TOTAL NUMBER OF CURRENT EMPLOYEES: 133 FULL TIME 8 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 13

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.
COMPANY: Orange County Board of Commissioners
ADDRESS: 400 East South St. Orlando, FL 32801
TELEPHONE/FAX: 407-836-5410
CONTACT: James Schell
CONTACT EMAIL: Jim.schell@ocfl.net
COMPANY EMAIL ADDRESS: N/A

2.
COMPANY: Tampa Electric
ADDRESS: 702 N. Franklin St-Plaza 2 Tampa, FL 33602
TELEPHONE/FAX: 813-228-4402 / 813-228-1560
CONTACT: Dan Fernandez
CONTACT EMAIL: dfernandez@tecoenergy.com
COMPANY EMAIL ADDRESS: Only website email.

3.
COMPANY: City of Apopka
ADDRESS: 748 E. Cleveland St, Apopka FL 32703
TELEPHONE/FAX: 407-703-1734 / 407-889-1748
CONTACT: Joseph Routt
CONTACT EMAIL: jroutt@apopka.net
COMPANY EMAIL ADDRESS: N/A

4.
COMPANY: Oinellas County Schools
ADDRESS: 301 4th St. Largo, FL 33770
TELEPHONE/FAX: 727-588-6232 / 727-588-6454
CONTACT: Nick Sparta
CONTACT EMAIL: spartan@pcsb.org
COMPANY EMAIL ADDRESS: N/A

SECTION E – SPECIFICATIONS**BID TITLE: FUEL: GASOLINE AND DIESEL (CO-OP)****BID NUMBER: 145-0387-B(PF)****1. OBJECTIVE:**

This Cooperative seeks to secure a contract for gasoline and diesel fuels with contractor(s) to supply and deliver fuel to the facilities listed within on an as needed basis. The types of fuel included are:

- Regular Unleaded Gasoline,
- Ultra Low Sulfur Diesel and
- Ultra Low Sulfur Diesel Fuel, Red Dye

2. SCOPE:**A. Gasoline and Diesel Specifications:****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 D4814-09b, Standard Specification for Automotive Spark-Ignition Engine Fuel with a minimum of 87 Octane and a maximum of 10 % Ethanol.

Item 2: Ultra Low Sulfur Diesel, Grade No.2-D, S15 PPM (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 (USLD) must meet and include the latest revisions to the American Society of Testing and Materials (ASTM) specification ASTM D975, Standard Specification for Diesel Fuel Oils.

Sulfur levels in the referenced USLD 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: Ultra Low Sulfur Diesel Fuel, Red Dye, Grade No. 2-D (Off Road Use)

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

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

Sulfur levels in the referenced USLD fuel shall not exceed 15 ppm as per the latest Environmental Protection Agency standards for on-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 ULSD is not available, ultra low sulfur diesel, red dye, grade 2-D, not to exceed 550 ppm may be substituted with entity approval.

SECTION E – SPECIFICATIONS**ADDITIONAL REQUIREMENTS:**

1. Methanol fuel is not acceptable under this bid.
2. Ethanol blended fuel, up to 10%, may be accepted.
3. Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process.
4. Contractor(s) before award shall provide Certificates of Analysis certifying that all fuel purchased by the participants in this contract meets the above referenced specifications with bid submittal.

B. Delivery Requirements:

1. Unless otherwise requested, fuel deliveries to Pinellas County facilities shall be made 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.
2. The local carrier shall be familiar with all delivery locations. Daily switching of carriers by the contractor(s) will not be accepted. Each bidder shall submit with its bid a Letter of Commitment from the carrier for the various products.

Bidders shall indicate if they have their own carrier or are using a contract carrier.

3. Automatic deliveries may also be arranged per the sole discretion of each participating entity.
4. The Contractor shall e-mail a list of all scheduled deliveries to each participating jurisdiction or entity for each day that 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.
5. Delivery drivers shall take appropriate precautions against leaks, spills, overfills, and other fuel discharges. All fuel spills must be cleaned up and remediated by Contractor that created same.

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.

A fuel spill of 25 gallons or more onto pervious surfaces or 100 gallons or more onto impervious surfaces shall be reported to State and local regulatory agencies.

The bidder and the delivering entity shall be accountable to recover, assess and remediate fuel spills to a "no further action" determination by the Florida Department of Environment Protection.

6. Tank wagon deliveries shall be made through either a nozzle or a 2" cam and groove fitting; some tank systems may be equipped with a 2" male grooved fitting.
7. 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.
8. All tank wagons making deliveries must be metered with the capacity to issue a printed delivery ticket, and equipped with sealed state approved compartment markers.

SECTION E – SPECIFICATIONS

9. 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.
10. Pinellas County facilities are established for Phase 1 vapor recovery at bulk fueling sites, and proper connections shall be made prior to transferring fuel.
11. 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.
12. Pinellas County fuel sites will have tank conversion charts available at each bulk location to assist the driver in verification.

C. Schedule of Delivery:

1. Deliveries will not be accepted during any period (time) that will cause interruption of service operations.
2. Pinellas County and Co-op fueling facilities shall be available to the Contractor for fuel drops.
3. The Contractor shall be required to provide "proof of delivery". A delivery ticket must be presented with each load of fuel delivered.
4. The delivery ticket shall provide the name of the individual responsible for the delivery of the fuel and must be signed by the person in charge at the point of delivery.
5. One copy of the delivery ticket shall be forwarded by the Contractor with a copy of the invoice and a second copy of the delivery ticket shall be left at the point of delivery, at the time of delivery.
6. Unsigned tickets may not be left at the delivery location. It shall be the driver's responsibility alone to insure that a ticket has been signed. Invoices, for which there is not a signed delivery ticket may not be authorized for payment. Emergency deliveries or deliveries after hours may be excluded.
7. On rare occasions orders will be placed for one hundred (100) gallons of product to be delivered to one site.
8. In an attempt to limit multiple deliveries, every effort will be made to combine requirements.
9. 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.

D. Emergency Planning:

1. Each bidder shall include a policy statement prior to award 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.

SECTION E – SPECIFICATIONS

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 has the responsibility 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.

E. 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. Deliveries shall be delivered into tanks on an as and when required basis.
2. Delivery locations, fuel type, quantity of tanks and tank sizes for participating entities are listed on Attachment A.

The type of fuel as defined in the Specifications, Section E:

- Item 1. Regular Unleaded Gasoline – 87 Octane (Regular Unleaded)
- Item 2. Ultra Low Sulfur Diesel Fuel, Grade 2-D, S15, On Road Use (Diesel)
- Item 3. Ultra Low Sulfur Diesel Fuel, Red Dye, Grade 2-D, Off-Road (Diesel-Red Dyed)

F. Reporting:

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.

G. Submission of Pinellas County Invoices:

Invoices submitted shall be completed in accordance with Section A, 27 Payment/Invoices (page 6). Invoices for Pinellas County shall be submitted to:

Pinellas County Fleet Management Administration
9685 Ulmerton Road
Largo, FL 33771
Phone: 727-582-3000
Fax: 727-585-3061

SECTION E – SPECIFICATIONS

Estimated Five (5) Year Fuel Requirements in Gallons

AGENCY	ITEM 1 REGULAR UNLEADED 87 OCTANE	ITEM 2 ULTRA LOW SULFUR DIESEL GRADE 2 –D, S15 (ON- ROAD)	ITEM 3 ULTRA LOW SULFUR DIESEL RED DYE GRADE 2-D (OFF-ROAD)
CITY OF DUNEDIN	275,000	2,050,000	25,000
CITY OF GULFPORT	190,000	210,000	0
CITY OF INDIAN ROCKS BEACH	31,250	0	100,000
CITY OF LARGO	1,102,500	1,352,500	0
CITY OF MADERIA BEACH	675,000	100,000	0
CITY OF OLDSMAR	106,000	100,000	11,500
CITY OF PINELLAS PARK	825,000	325,000	0
CITY OF ST. PETERSBURG	33,500	34,250	173,875
CITY OF TAMPA	2,340,000	5,500,000	3,500
HILLSBOROUGH COUNTY SHERIFF'S OFFICE	7,500,000	0	220,000
PALM HARBOR FIRE AND RESCUE	19,000	86,000	0
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS	8,500,000	4,750,000	500,000
ST. PETERSBURG COLLEGE	110,000	4,500	0
TOTALS:	21,707,250	14,512,250	1,033,875
Estimated Breakdown:			
TANKWAGON	1,628,045	870,735	612,825
TRANSPORT	20,079,205	13,641,515	420,050

SECTION F - BID SUMMARY

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.

#	ITEM	TRANSPORT FIXED FEE MARKUP PER GALLON	TANK WAGON FIXED FEE MARKUP PER GALLON
1.	Gasoline, Regular Unleaded Minimum 87 Octane	\$ -0.0201	\$ NO BID
2.	Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	\$ -0.0045	\$ NO BID
3.	Ultra Low Sulfur Diesel, Red Dye, Grade 2-D, Off-Road	\$ -0.0045	\$ NO BID

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 (<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 www.sunbiz.org for this information on how to become registered

SECTION F – BID SUMMARY

GENERAL INFORMATION QUESTIONNAIRE

This information will not be used to determine award.
(Additional pages may be submitted)

TRANSPORT:		8500 gas	
Capacity & Delivery Limits	7500 diesel	gallons	
Minimum gallons delivered to one location (1 Product)	8500 gas	7500 diesel gallons	
Minimum gallons to make delivery combining product and orders:	7500 gas and diesel 8500 gas only gallons		
Please indicate whether using your own carriers or if using contract carrier:	YES	<input checked="" type="radio"/> NO	CARRIER TO BE USED See comments below
Comments: CWC Transportation, J S Weipz Enterprises			

TANK WAGON:			
Capacity & Delivery Limits	N/A	gallons	
Minimum gallons delivered to one location (1 Product)	N/A	gallons	
Minimum gallons to make delivery combining product and orders:	N/A gallons		
Comments:			

In case of weather emergencies, Entities may be required to have a loaded transport trailer dropped at one or several locations. Please indicate if this is a service you can provide and the demurrage cost per day per tanker.			
Can you provide this service	<input checked="" type="radio"/> YES	NO	
Daily demurrage charges	\$ 5000.00	Price per trailer per day	
Comments:			

SECTION F – BID SUMMARY

GENERAL INFORMATION QUESTIONNAIRE - CONTINUED
(Additional pages may be submitted)

EMERGENCY PLANNING: Each bidder shall include a policy statement prior to award regarding fuel deliveries preceding an emergency such as a hurricane, and immediately following, provided that rack facilities remain operational. (Additional pages may be submitted)	
Comments:	Please see attached Emergency Procedures Information

DROP CHARGES / SPLIT FEE DELIVERY:	
(Delivery of product to two (2) different locations)	\$ 40.00 price per event
Comments:	

PUMP FEE:	
(Delivery of product for elevated above ground storage tanks)	\$ 40.00 price per event
All bidders must state delivery policy relative to delivering fuel into elevated above ground tanks. (Additional pages may be submitted)	
Comments:	
Carrier trucks will be equipped with pumps and tank unloading will be monitored by the carrier's driver.	

FIXED DELIVERY FEE FOR OTHER FUELS NOT LISTED:	\$See below fixed fee price
Comments:	
Will be negotiated if other fuels are requested	

SECTION F – BID SUMMARY

**SCHEDULE
GASOLINE & DIESEL FEES & TAXES**

If amount shown is incorrect, indicate the correct amount to the left of the incorrect amount.

GASOLINE DIESEL FEES & TAXES	GASOLINE	DIESEL
State Inspection Fee	.00125	N/A
State Pollutant Taxes	.02071	.02071
Federal Environmental Fee	.00171	.00190
Federal Road Tax	.097	.06
State Road Tax	.17300	.17300
Federal LUST Tax	0.00100	0.0010
Federal Excise Tax*	.0.173*	0.173*
County Tax	.143	.143

*Supplier will pay the Federal Excise Tax and supply fuels free of the Federal Excise Tax to all participants and users of this contract. Supplier is eligible to claim a tax credit or refund for fuels sold under this contract.

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 (<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 www.sunbiz.org for this information on how to become registered.

Notes****

Customer is exempt from federal excise tax

SECTION F – BID SUMMARY

CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award.

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

√	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
	Sign the Bidder Acceptance Form	1	√	
	Current Certificate(s) of Insurance	18	√	
	Complete the Vendor References Form	23	√	
	Letter of Commitment from the carrier for various products	25	√	
	Delivery policy relative to delivering fuel into elevated above ground	25	√	
	Certificates of Analysis	25		√
	Policy statement regarding the availability of transport trailers to be filled and left at protected County facilities	26		√
	Emergency Plan policy statement	26		√
	Agreement(s) with the Port of Tampa and/or other fuel port(s) located in the State of Florida	27		√
	Indicate if using your own carrier or contract carrier	30	√	
	General Information Questionnaire	30 - 31	√	
	Schedule Gasoline & Diesel Fees & Taxes (if applicable)	32	√	
	Sign the Addenda Acknowledgement Form (if applicable)	36	√	

SECTION F – BID SUMMARY

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system. See Section A, number 27.

Would your company accept to participate in the ePayables credit card program?

Yes No

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Petroleum Traders Corporation

Company Name

Signature

Gayle Newton, Contract Sales Manager

Printed Signature

800-348-3705 x 4

Phone Number

W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Substitute Form W-9	Request for Taxpayer Identification Number and Certification	Give form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requestor's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	Social security number
	or
	Employer identification number
	35 : 1462227

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 9-9-2015
------------------	----------------------------	-----------------

Gayle Newton, Contract Sales Manager
 *Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:
 Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:
 Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G - ADDENDA ACKNOWLEDGMENT FORM

BID TITLE: FUEL: GASOLINE AND DIESEL (CO-OP)

BID NUMBER: 145-0387-B(PF)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
1	Gayle Newton	8/27/2015
2	Gayle Newton	9/4/2015

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signing and date in section above. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's Bid.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category, 'Current Bids.'

SECTION H – STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. *Thank you.*

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for No. 145-0387-B(PF) for **FUEL: GASOLINE AND DIESEL (CO-OP)**.

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

ATTACHMENT A
DELIVERY LOCATIONS
(INCLUDING FUEL TYPE, QUANTITY OF TANKS AND TANK SIZE)

<u>CITY OF DUNEDIN</u>			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Fleet Service 1090 Virginia Street Dunedin, FL	Diesel Regular Unleaded	1 1	12,000 12,000
Wastewater Division 1140 MLK Jr. Blvd. Dunedin, FL 34698	Diesel-Red Dyed	1	10,000
Water Division 1401 CR # 1 Dunedin, FL 34695	Diesel-Red Dyed	1	6,000
Martin Luther King Jr. Recreation Center 550 Laura Lane Dunedin, FL 34698	Diesel-Red Dyed	1	2,000
Public Safety Building 737 Loudon Ave. Dunedin, FL 34698	Diesel-Red Dyed	1	2,000
Fire Station #1 1046 Virginia St. Dunedin, FL 34698	Diesel-Red Dyed	1	1,000
Fire Station #2 1941 Ed Echert Dr. Dunedin, FL 34698	Diesel-Red Dyed	1	1,000
Fire Station #3 2833 Belcher Rd. Dunedin, FL 34698	Diesel-Red Dyed	1	1,000
Dunedin Community Center 1920 Pinehurst Rd. Dunedin, FL 34698	Diesel-Red Dyed	1	3,000

CITY OF DUNEDIN			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Public Services 1405 County Road # 1 Dunedin, FL 34698	Diesel-Red Dyed	1	1,000
Belcher Road Water Plant 2878 Belcher Road Dunedin, FL 34698	Diesel-Red Dyed	1	1,000

CITY OF GULFPORT			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
City of Gulfport City Yard 2401 53 rd Street S. Gulfport, FL	Regular Unleaded Diesel	1 1	8,000 3,000

CITY OF INDIAN ROCKS BEACH			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
City of Indian Rocks Beach 201 Miami Avenue Indian Rocks Beach, FL	Regular Unleaded Diesel	1 1	1,000 1,000

CITY OF LARGO			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
City of Largo Transport Only 100 Second Street S.E. Public Works Facility Largo, FL	Regular Unleaded Regular Unleaded Diesel	1 1 1	4,000 12,000 12,000

CITY OF MADEIRA BEACH			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
City of Madeira Beach	Regular Unleaded	1	10,000
Marina 503 150 th Ave. Madeira Beach, FL 33708	Diesel-Red Dyed	1	10,000
City of Madeira Beach	Regular Unleaded	1	10,000
Public Works 505 150 th Ave. Madeira Beach, FL 33708	Diesel	1	10,000

CITY OF OLDSMAR			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Fueling System Tankwagon			
Municipal Services Building 300 Commerce Blvd. Oldsmar, FL 34677	Diesel – Red Dyed	1	2,000
	Regular Unleaded	1	1,000
	Diesel	1	3,000
Water Pump Station Facility 400 Commerce Blvd. Oldsmar, FL 34677	Diesel	1	1,000
ROWTP 350 Commerce Blvd. Oldsmar, FL 34677	Diesel	1	10,000
Water Reclamation Facility #2 351 Lafayette Blvd. Oldsmar, FL 34677	Diesel	1	4,000
Water Reclamation Facility #2 351 Lafayette Blvd. Oldsmar, FL 34677	Diesel	1	8,000
Cypress Forest Recreation Center 650 Pine Ave. North Oldsmar, FL 34677	Diesel	1	200

CITY OF PINELLAS PARK			
Location	Fuel Type	Quantity	Tank Size
City of Pinellas Park			
Transport Loads Only	Regular Unleaded	2	13,000
Public Works	Diesel	1	13,000
8000 60 th St. N.			
Pinellas Park, FL 33781			

CITY OF ST. PETERSBURG			
Location	Fuel Type	Quantity	Tank Size
Cosme	Diesel – Red Dyed	1	10,000
16015 Race Track Road	Diesel	1	1,500
Odessa, FL			
Water Resources			
1650 3rd Avenue N			
St. Petersburg, FL			
Building A Administration	Diesel – Red Dyed	1	4,000
Building B Field Service	Diesel – Red Dyed	1	700
Building C Shops	Diesel – Red Dyed	2	540
Building E Lab Field	Diesel – Red Dyed	1	540
Police	Diesel – Red Dyed	2	2,000
1300 1st. Ave N.			
St. Petersburg, FL			
Fire Administration	Diesel – Red Dyed	1	500
400 Dr. ML King Street S			
St. Petersburg, FL			
Fire Station 6	Diesel – Red Dyed	1	500
4825 9th Ave N			
St. Petersburg, FL			
Fire Station # 20	Diesel	1	1,000
911 Oleander Way S.			
South Pasadena, FL			

<u>CITY OF ST. PETERSBURG</u>			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Consolidated Warehouse 327 17th Street N St. Petersburg, FL	Diesel – Red Dyed	1	550
Mangrove Bay Golf Course 875 62nd Ave NE St. Petersburg, FL	Diesel – Red Dyed Regular Unleaded	1 1	400 600
Twin Brooks Golf Course 3800 22nd Avenue S. St. Petersburg, FL	Diesel – Red Dyed Regular Unleaded	1 1	250 250
NE Water Reclamation 1160 62nd Avenue NE St. Petersburg, FL 33703	Diesel – Red Dyed Diesel – Red Dyed Diesel – Red Dyed	1 1 2	1,500 8,000 5,000
	Diesel – Red Dyed	1	3,000
NW Water Reclamation 7500 26 th Ave. N. St. Petersburg, FL	Diesel – Red Dyed	1	15,000
SW Water Reclamation 3800 54th Avenue S St. Petersburg, FL 33711	Diesel – Red Dyed Diesel – Red Dyed Diesel – Red Dyed	2 1 1	3,000 2,000 5,000
Lift Station # 1 4200 Sunrise Drive S St. Petersburg, FL	Diesel – Red Dyed	1	350
Lift Station # 2 101 Elkcam Blvd. SE St. Petersburg, FL	Diesel – Red Dyed	1	540
Lift Station # 4 2899 20Th Street S St. Petersburg, FL	Diesel – Red Dyed	1	180
Lift Station # 11 500 Snell Isle Blvd. NE St. Petersburg, FL	Diesel – Red Dyed	1	500

CITY OF ST. PETERSBURG			
Location	Fuel Type	Quantity	Tank Size
Lift Station # 12 3501 Poplar Street NE St. Petersburg, FL	Diesel – Red Dyed	1	200
Lift Station # 14 5002 Shore Acres Blvd St. Petersburg, FL	Diesel – Red Dyed	1	450
Lift Station # 15 1532 70Th. Ave. N. St. Petersburg, FL	Diesel – Red Dyed	1	450
Lift Station # 17 9110 3Rd. Street N St. Petersburg, FL	Diesel – Red Dyed	1	540
Lift Station # 19 3801 30Th. Ave N St. Petersburg, FL	Diesel – Red Dyed	1	180
Lift Station # 20 8320A Elbow Lane N St. Petersburg, FL	Diesel – Red Dyed	1	450
Lift Station # 25 601 Grevilla Ave. S St. Petersburg, FL	Diesel – Red Dyed	1	400
Lift Station # 28 4001 9Th. Street S St. Petersburg, FL	Diesel – Red Dyed	1	2,500
Lift Station # 29 5499 4Th. Street S/Hillside Drive St. Petersburg, FL	Diesel – Red Dyed	1	540
Lift Station # 30 1942 Serpentine Drive S St. Petersburg, FL	Diesel – Red Dyed	1	200

CITY OF ST. PETERSBURG			
Location	Fuel Type	Quantity	Tank Size
Lift Station # 31 6185 34 Ave North St. Petersburg, FL pup	Diesel – Red Dyed	1	180
Lift Station #35 6100 Pinellas Bayway S St. Petersburg, FL	Diesel – Red Dyed	1	540
Lift Station #39 Bayway Isle 1 4950 54th Avenue S St. Petersburg, FL	Diesel – Red Dyed	1	200
Lift Station #42 Jim Walters 8th Street & 102nd Avenue N St. Petersburg, FL	Diesel – Red Dyed	1	480
Lift Station #58 Interstate East of 22nd St. & 12th Ave. N St. Petersburg, FL	Diesel – Red Dyed	1	180
Lift Station #61 Pasadena Master Pasadena Ave. & 2nd Avenue S St. Petersburg, FL	Diesel – Red Dyed	1	2,000
Lift Station #63 N.E. Master San Martin Blvd. & C.R. 823 St. Petersburg, FL	Diesel – Red Dyed	1	3,000
Lift Station #65 Tierra Verde 13th Street W (Pinellas Bayway) Tierra Verde, FL	Diesel – Red Dyed	1	540
Lift Station #82 9399 28 Street North St. Petersburg, FL	Diesel – Red Dyed	1	500
Lift Station #85 601 8th Avenue SE St. Petersburg, FL	Diesel – Red Dyed	1	5,000

CITY OF TAMPA			
Location	Fuel Type	Quantity	Tank Size
Water/Main			
2609 N. Rome Ave	Diesel	1	8,000
Tampa, FL 33607	Regular Unleaded	1	8,000
Fire Supply			
3806 E. 26 th Avenue	Diesel	1	10,000
Tampa, FL	Regular Unleaded	1	10,000
Generator tank for Museum			
120 W. Gasparilla Plaza	Diesel	1	6,000
Tampa, FL 33602			
*Wastewater AWT Plant			
2700 Maritime Boulevard	Diesel	1	4,000
Tampa, FL 33605	Regular Unleaded	1	1,000

*** TAMPA PORT ACCESS:**

All personnel assigned shall obtain a Port Pass from the Port of Tampa. To obtain this port pass, each employee has to have a valid photo ID.

It is the responsibility of the Contractor(s) to obtain port passes before work begins or prior to delivery. Each employee shall display the identification card on outer apparel at all times when on the **AWT Plant site**. Any person found on the site without the required identification card will be directed to leave the site immediately. **The time and cost associated with acquiring this ID shall be the Contractor(s) responsibility.**

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

HILLSBOROUGH COUNTY SHERIFF'S OFFICE			
Location	Fuel Type	Quantity	Tank Size
Hillsborough County Sheriff's Office			
2102 E. 8 th Ave.	Regular Unleaded	1	10,000 above ground
Tampa, FL 33601			
Hillsborough County Sheriff's Office			
District I Office	Regular Unleaded	1	10,000 above ground
14102 N. 20 th St.	Diesel – Red Dyed	1	400 above ground
Tampa, FL 33605			

HILLSBOROUGH COUNTY SHERIFF'S OFFICE			
Location	Fuel Type	Quantity	Tank Size
Hillsborough County Sheriff's Office			
District II Office	Regular Unleaded	4*	10,000 above ground (ea)
2210 N. Falkenburg Rd.			*2 Tanks / 2 Trucks
Tampa, FL 33619			
Hillsborough County Sheriff's Office			
District III Office	Regular Unleaded	1	10,000 above ground
7202 Gunn Hwy	Diesel – Red Dyed	1	400 above ground
Tampa, FL 33625			
Hillsborough County Sheriff's Office			
District IV Office	Regular Unleaded	1	10,000 above ground
508 33 rd St. SE	Diesel – Red Dyed	1	400 above ground
Ruskin, FL 33570			
Hillsborough County Sheriff's Office			
Practical Training Site	Regular Unleaded	1	10,000 above ground
14063 South US 39	Diesel – Red Dyed	1	400 above ground
Lithia, FL 33547			
Hillsborough County Sheriff's Office			
Sheriffs Operation Center	Diesel – Red Dyed	2	2,000 above ground (ea)
2008 E 8 th Ave.			
Tampa, FL 33605			
Hillsborough County Sheriff's Office			
Sheriffs Operation Center Annex	Diesel – Red Dyed	1	500 above ground
1900 19 th St			
Tampa, FL 33605			
Hillsborough County Sheriff's Office			
CPID	Diesel – Red Dyed	1	300 above ground
1501 N Falkenburg Rd	Diesel – Red Dyed	1	336 above ground
Tampa, FL 33619			
Hillsborough County Sheriff's Office			
Training	Diesel – Red Dyed	1	1,000 above ground
1409 N Falkenburg Rd	Diesel – Red Dyed	1	500 above ground
Tampa, FL 33619			

HILLSBOROUGH COUNTY SHERIFF'S OFFICE			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Hillsborough County Sheriff's Office			
Orient Road Jail	Diesel – Red Dyed	1	30,000 above ground
1201 Orient Road	Diesel – Red Dyed	1	2,500 above ground
Tampa, FL	Diesel – Red Dyed	1	560 above ground
	Diesel – Red Dyed	1	1,700 above ground
Hillsborough County Sheriff's Office			
Falkenburg Road Jail	Diesel – Red Dyed	1	2,000 above ground
520 N Falkenburg Rd	Diesel – Red Dyed	1	4,000 above ground
Tampa, FL 33619	Diesel – Red Dyed	1	1,700 above ground
	Diesel – Red Dyed	1	2,200 above ground
	Diesel – Red Dyed	2	1,398 above ground (ea)
Hillsborough County Sheriff's Office			
FRJ Central Energy Plant	Diesel – Red Dyed	4**	10,000 above ground (ea)
520 N Falkenburg Rd			
Tampa, FL 33619			
**Initial tank till to be ordered when construction is complete –EST January 2016			

PALM HARBOR FIRE RESCUE			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Palm Harbor Fire Rescue			
Station 65	Regular Unleaded	1	500
205 West Lake Road	Diesel	1	1,500
Palm Harbor, FL 34687			
Palm Harbor Fire Rescue			
Station 66	Diesel	1	1,000
1123 Illinois Ave.			
Palm Harbor, FL 34687			
Palm Harbor Fire Rescue			
Station 67	Diesel	1	1,000
2300 Glen Eagles Pkwy			
Palm Harbor, FL 34687			

PALM HARBOR FIRE RESCUE			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Palm Harbor Fire Rescue Station 68 3007 Alt. 19 N. Palm Harbor, FL 34683	Diesel	1	1,000

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Central Garage 9685 Ulmerton Rd. Largo, FL	Regular Unleaded	1	25,000
	Regular Unleaded	1	15,000
	Diesel	1	25,000
	Diesel	1	15,000
Highway 19 Division 22111 U.S. 19 N. Clearwater, FL	Regular Unleaded	2	15,000
	Diesel	2	15,000
South East Maintenance 3755 46 th Ave. N. St. Petersburg, FL	Regular Unleaded	1	12,000
	Diesel	1	12,000
46th Street Sub Shop 14204 46 th St. N. Clearwater, FL	Regular Unleaded	1	12,000
	Diesel	1	12,000
Mosquito Control 4100 118 th Ave. N. Clearwater, FL	Regular Unleaded	1	12,000
	Diesel	1	12,000
North GMD 3900 Dunn Drive Palm Harbor, FL	Regular Unleaded	1	10,000
	Diesel	1	10,000
Airport 13690 Stoney Brook Dr. Clearwater, FL	Diesel	1	500

CITY OF ST. PETERSBURG			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Oberly Pumping Station 6198 66th Street N St. Petersburg, FL	Diesel – Red Dyed	1	10,000
Washington Terrace Pumping Station 2801 66th Avenue N St. Petersburg, FL	Diesel – Red Dyed	1	10,000
Stormwater Station – 38th Overpass 38th Ave N & 31st St (across from 40th Avenue N) St. Petersburg, FL	Diesel – Red Dyed	1	300

CITY OF TAMPA			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Water Department 8006 N. 30 th Street Tampa, FL 33610	Diesel	2	2000 & 1000
Water Production 7125 N. 30 th Street Tampa, FL 33610	Regular Unleaded	1	2,000
Parks Department 725 North Boulevard Tampa, FL 3604	Regular Unleaded Diesel	1 1	15,000 15,000
Fleet Department 1508 N. Clark Avenue Tampa, FL 33607	Diesel Regular Unleaded	1 1	12,000 12,000
Fire Station #21 18902 Greenpine Lane Tampa, FL 33647	Diesel	1	15,000
Fire Station #13 2713 East Annie Tampa, FL 33612	Diesel	1	2,000

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS			
Location	Fuel Type	Quantity	Tank Size
Sheriff Admin (SAB)	Regular Unleaded	3	15,000
10750 W. Ulmerton Rd.	Diesel	2	15,000
Largo, FL			
Keller Pumping Station	Regular Unleaded	2	470
3655 Keller Circle	Diesel	1	470
Tarpon Springs, FL			
South Cross	Regular Unleaded	1	500
7401 54 th Ave. N.	Diesel	1	500
St. Petersburg, FL			
South GMD Utilities	Regular Unleaded	1	10,000
6730 142 nd Ave. N.	Diesel	1	10,000
Largo, FL			
Eagle Lake Park	Regular Unleaded	1	500
1775 Bellaire Rd.	Diesel	1	500
Clearwater, FL			
Fort DeSoto Park	Regular Unleaded	1	1,500
3500 Pinellas Bay S.	Diesel	1	1,500
Tierra Verde, FL			
Fred Howard Park	Regular Unleaded	1	470
1700 Sunset Dr.	Diesel	1	300
Tarpon Springs, FL			
John Chestnut Park	Regular Unleaded	1	1,000
2200 East Lake Road	Diesel	1	1,000
Palm Harbor, FL			
Lake Seminole Park	Regular Unleaded	1	500
11015 74 th Ave. N	Diesel	1	500
Seminole, FL			
Sand Key Park	Regular Unleaded	1	1,000
1060 Gulf Blvd.	Diesel	1	500
Clearwater, FL			

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Walsingham Park	Regular Unleaded	1	1,000
10601 125 th St. N.	Diesel	1	1,000
Largo, FL			

ST. PETERSBURG COLLEGE			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
SPC Allstate Center			
3200 34 th Street South	Regular Unleaded	1	500
St. Petersburg, FL 33771	Diesel	1	250
SPC Clearwater Campus			
2645 Drew Street	Regular Unleaded	2	220
Clearwater, FL 33765			
SPC EPI Center			
14025 58 th St. N.	Regular Unleaded	1	500
Clearwater, FL			
Tampa, FL 33619			
SPC St. Petersburg /Gibbs Campus			
3700 7 th Ave. N.	Regular Unleaded	1	500
St. Petersburg, FL			
SPC Tarpon Springs Campus			
600 Klosterman Road	Regular Unleaded	2	250
Palm Harbor, FL 34683			
SPC Health Center			
7200 66 th St. N.	Regular Unleaded	1	250
Pinellas Park, FL 33781			



Letter of Commitment

To Whom it may Concern,

CWC Transportation is familiar with all the delivery locations for the Pinellas County School Board and is able to pull various products from the Tampa and Orlando terminals.

Carlos Assayag

Managing Member

CWC Transportation

J.S. Weipz Enterprises, Inc.

315 S. Brooksville Avenue

Brooksville, FL 34601

To Whom It May Concern,

In regard to the request for a Letter of Commitment. J.S. Weipz Enterprises. Inc. is familiar with all of the delivery locations for Pinellas County School Board and is able to pull various products from Tampa and Orlando terminals.

Ann Weipz

President

J.S. Weipz Enterprises, Inc.

09/08/15



PETRTRA-01

STACYC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lupke Rice Insurance & Financial Services 127 W. Berry Street, Ste 500 Fort Wayne, IN 46802	CONTACT NAME: Renee Riles	
	PHONE (A/C, No, Ext): (260) 424-4150 FAX (A/C, No): (260) 424-4187 E-MAIL ADDRESS: rriles@lupkerice.com	
INSURED Petroleum Traders Corporation 7120 Pointe Inverness Way Fort Wayne, IN 46804	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HDI-Gerling America Insurance Co.	
	INSURER B: Certain Underwriters at Lloyd's	
	INSURER C: The North River Insurance Company	21105
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EGGCD000194115	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Pollution \$ Included
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EAGCD000194115	6/1/2015	6/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	EXAGD000194115	6/1/2015	6/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 Retention \$ 0
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWGCD000194115	6/1/2015	6/1/2016	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	EXCESS LIAB OVER ALL			15*RENMA1400015-60745*00	6/1/2015	6/1/2016	INSURER B 5,000,000
C	ABOVE LINES OF COVG				6/1/2015	6/1/2016	INSURER C 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder has been provided with additional insured status under the indicated policies when required by a written contract.

Waivers of subrogation apply to certificate holder under the indicated policies when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

SPECIMEN CERTIFICATE FOR PETROLEUM TRADERS CORPORATION	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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**PETROLEUM TRADERS
CORPORATION**

7110 Pointe Inverness Way
Fort Wayne, IN 46804-7928
(260) 432-6622

September 9, 2015

Pinellas County Board of Commissioners
400 S. Ft Harrison Avenue
Annex Building – 6th Floor
Clearwater, FL 33756

Re: Certificate of Insurance

To Whom It May Concern:

In the Pinellas County fuel bid, it asks for a certificate of insurance with Pinellas County Board of Commissioners named as additional insured. It is Petroleum Traders Corporation's practice to only have a company listed as "additional insured" if we are awarded their bid. Therefore, if we are notified we are awarded the fuel bid, we will be more than happy to provide a certificate naming you as additional insured.

Thank you for your understanding,

Gayle Newton
Contract Sales Manager



Joe Lauro, CPPO/PPB
Director

August 27, 2015

TO: ALL INTERESTED BIDDERS
INVITATION TO BID: Fuel: Gasoline and Diesel (Coop)
BID NUMBER: 145-0387-B(PF)
BID SUBMITTAL IS DUE: September 15, 2015 @ 3:00 P.M.

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Bid (ITB):

REMOVE: Pages 14, 16, 27, Attachment A pages 1-14;

REPLACE: Pages 14, 16, 27, Attachment A pages 1-13; dated 8/27/15

Deletion:

The requirements for **City of Tampa** have been removed.

QUESTION 1:

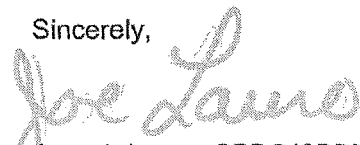
The bid calls for OPIS Daily Rack Average Price on day of order. Unless an order is received by 9am, it is usually delivered the next day as carriers and Jobbers do not have trucks waiting for orders to come in, especially when delivery times are limited. Deliveries should be made within 24 hours of an order but pricing should be day of delivery, whether same day if possible or next. Can this be changed on the bid?

Answer:
No

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 35 under Addendum No.1 and return with completed bid package.

Sincerely,


Joseph Lauro, CPPO/PPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



SECTION B – SPECIAL CONDITIONS

BID TITLE: FUEL: GASOLINE AND DIESEL (CO-OP)

BID NUMBER: 145-0387-B(PF)

IMPORTANT NOTICE: Changes have been made to the Insurance process. **INSURANCE IS NOW DUE WITH BID SUBMITTAL.** See SECTION C – Insurance Requirements.

1. INTENT - COOPERATIVE BID:

This is a cooperative bid for the purpose of establishing a contract for Petroleum Fuel Products to order on an as needed basis by, but not limited to, the following participants:

- A. City of City of Dunedin
- B. City of Gulfport
- C. City of Indian Rocks Beach
- D. City of Largo
- E. City of Madeira Beach
- F. City of Oldsmar
- G. City of Pinellas Park
- H. City of St. Petersburg
- I. Hillsborough County Sheriff's Office
- J. Palm Harbor Fire Rescue
- K. St. Petersburg College
- L. Pinellas County Board of County Commissioners

2. Award for transport deliveries portion of this contract will be on a Primary/Secondary basis. The Primary is the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. The Secondary is defined as the second lowest responsive and responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered.

Should the Primary Contractor fail to deliver within 24 hours after fuel has been ordered, the requesting participating jurisdiction or entity reserves the right to procure the order from the Secondary Contractor. In which event, the extra cost of procuring such fuel above the contract price may be charged back to the Primary Contractor or may be deducted from any moneys due or which may become due.

Award shall be consistent among all of the above agency participants, but each entity 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.

3. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
4. **PRICING/PERIOD OF CONTRACT:** Duration of the contract shall be for a period of five (5) years. Fixed Fee per Gallon unit prices bid of listed items shall be held firm for the initial twelve (12) months of the contract. A 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 notifies the County, in writing, of the pending price escalation/de-escalation a minimum of 30 days prior to the effective date for the price change. The price escalation percentage change shall not exceed the previous twelve month percentage average of the Consumers Price Index (CPI), All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, All Items Base Period: 1982-84=100 CUUR0000SAH2 Fuels and Utilities published by the U.S. Department of Labor's Bureau of Labor Statistics.

SECTION B – SPECIAL CONDITIONS

Contact information of participating Co-operative Entities:

City of Dunedin, Fleet Service 1090 Virginia Street Dunedin, FL 34698 727-738-1844	City of Gulfport Purchasing Department 2401 53 rd Street South Gulfport, FL 33737-5187 727-321-1158
City of Indian Rocks Beach 1507 Bay Palm Blvd Indian Rock Beach, FL 33785-2899 727-595-6889	City of Largo Purchasing Department P.O. Box 296 Largo, FL 33779 727-587-6727
City of Madeira Beach 300 Municipal Dr. Madeira Beach, FL 33708 727-399-1131	City of Oldsmar Municipal Services Building 300 Commerce Blvd Oldsmar, FL 34677
City of Pinellas Park Purchasing Department 5141 78 th . Ave. Pinellas Park, FL 34665-2498 727-541-0750	City of St. Petersburg Procurement and Supply Department P.O. Box 2482 St. Petersburg, FL 33731-2842 727-893-7026
Hillsborough County Sheriff's Office Maintenance Support Services 2214 N. Falkenburg Road, Tampa, Fl 33619 813-247-0043	Palm Harbor Fire and Rescue 250 West Lake Road Palm Harbor, FL 34684 727-784-0454
St. Petersburg College Purchasing Department P.O. Box 13489 St. Petersburg, FL 33733-3489 727-341-3248	Pinellas County Board of County Commissioners Fleet Department 9685 Ulmerton Rd. Largo, FL 33771 727- 582-30508

7. 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 for 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.

SECTION E - SPECIFICATIONS

Estimated Five (5) Year Fuel Requirements in Gallons

AGENCY	ITEM 1 REGULAR UNLEADED 87 OCTANE	ITEM 2 ULTRA LOW SULFUR DIESEL GRADE 2-D, S15 (ON-ROAD)	ITEM 3 ULTRA LOW SULFUR DIESEL RED DYE GRADE 2-D (OFF-ROAD)
CITY OF DUNEDIN	275,000	2,050,000	25,000
CITY OF GULFPORT	190,000	210,000	0
CITY OF INDIAN ROCKS BEACH	31,250	0	100,000
CITY OF LARGO	1,102,500	1,352,500	0
CITY OF MADERIA BEACH	675,000	100,000	0
CITY OF OLDSMAR	106,000	100,000	11,500
CITY OF PINELLAS PARK	825,000	325,000	0
CITY OF ST. PETERSBURG	33,500	34,250	173,875
HILLSBOROUGH COUNTY SHERIFF'S OFFICE	7,500,000	0	220,000
PALM HARBOR FIRE AND RESCUE	19,000	86,000	0
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS	8,500,000	4,750,000	500,000
ST. PETERSBURG COLLEGE	110,000	4,500	0
TOTALS:	19,367,250	9,012,250	1,030,375
Estimated Breakdown:			
TANKWAGON	1,328,045	630,735	610,325
TRANSPORT	18,039,205	8,381,515	420,050

ATTACHMENT A
DELIVERY LOCATIONS
(INCLUDING FUEL TYPE, QUANTITY OF TANKS AND TANK SIZE)

<u>CITY OF DUNEDIN</u>			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Fleet Service	Diesel	1	12,000
1090 Virginia Street	Regular Unleaded	1	12,000
Dunedin, FL			
Wastewater Division	Diesel-Red Dyed	1	10,000
1140 MLK Jr. Blvd.			
Dunedin, FL 34698			
Water Division	Diesel-Red Dyed	1	6,000
1401 CR # 1			
Dunedin, FL 34695			
Martin Luther King Jr.	Diesel-Red Dyed	1	2,000
Recreation Center			
550 Laura Lane			
Dunedin, FL 34698			
Public Safety Building	Diesel-Red Dyed	1	2,000
737 Loudon Ave.			
Dunedin, FL 34698			
Fire Station #1	Diesel-Red Dyed	1	1,000
1046 Virginia St.			
Dunedin, FL 34698			
Fire Station #2	Diesel-Red Dyed	1	1,000
1941 Ed Echert Dr.			
Dunedin, FL 34698			
Fire Station #3	Diesel-Red Dyed	1	1,000
2833 Belcher Rd.			
Dunedin, FL 34698			
Dunedin Community Center	Diesel-Red Dyed	1	3,000
1920 Pinehurst Rd.			
Dunedin, FL 34698			

<u>CITY OF DUNEDIN</u>			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Public Services 1405 County Road # 1 Dunedin, FL 34698	Diesel-Red Dyed	1	1,000
Belcher Road Water Plant 2878 Belcher Road Dunedin, FL 34698	Diesel-Red Dyed	1	1,000

<u>CITY OF GULFPORT</u>			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
City of Gulfport City Yard 2401 53 rd Street S. Gulfport, FL	Regular Unleaded Diesel	1 1	8,000 3,000

<u>CITY OF INDIAN ROCKS BEACH</u>			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
City of Indian Rocks Beach 201 Miami Avenue Indian Rocks Beach, FL	Regular Unleaded Diesel	1 1	1,000 1,000

<u>CITY OF LARGO</u>			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
City of Largo Transport Only 100 Second Street S.E. Public Works Facility Largo, FL	Regular Unleaded Regular Unleaded Diesel	1 1 1	4,000 12,000 12,000

CITY OF MADEIRA BEACH			
Location	Fuel Type	Quantity	Tank Size
City of Madeira Beach	Regular Unleaded	1	10,000
Marina 503 150 th Ave. Madeira Beach, FL 33708	Diesel-Red Dyed	1	10,000
City of Madeira Beach	Regular Unleaded	1	10,000
Public Works 505 150 th Ave. Madeira Beach, FL 33708	Diesel	1	10,000

CITY OF OLDSMAR			
Location	Fuel Type	Quantity	Tank Size
Fueling System Tankwagon			
Municipal Services Building 300 Commerce Blvd. Oldsmar, FL 34677	Diesel - Red Dyed	1	2,000
	Regular Unleaded	1	1,000
	Diesel	1	3,000
Water Pump Station Facility 400 Commerce Blvd. Oldsmar, FL 34677	Diesel	1	1,000
ROWTP 350 Commerce Blvd. Oldsmar, FL 34677	Diesel	1	10,000
Water Reclamation Facility #2 351 Lafayette Blvd. Oldsmar, FL 34677	Diesel	1	4,000
Water Reclamation Facility #2 351 Lafayette Blvd. Oldsmar, FL 34677	Diesel	1	8,000
Cypress Forest Recreation Center 650 Pine Ave. North Oldsmar, FL 34677	Diesel	1	200

CITY OF PINELLAS PARK			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
City of Pinellas Park			
Transport Loads Only	Regular Unleaded	2	13,000
Public Works	Diesel	1	13,000
8000 60 th St. N.			
Pinellas Park, FL 33781			

CITY OF ST. PETERSBURG			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Cosme	Diesel – Red Dyed	1	10,000
16015 Race Track Road	Diesel	1	1,500
Odessa, FL			
Water Resources			
1650 3rd Avenue N			
St. Petersburg, FL			
Building A Administration	Diesel – Red Dyed	1	4,000
Building B Field Service	Diesel – Red Dyed	1	700
Building C Shops	Diesel – Red Dyed	2	540
Building E Lab Field	Diesel – Red Dyed	1	540
Police	Diesel – Red Dyed	2	2,000
1300 1st. Ave N.			
St. Petersburg, FL			
Fire Administration	Diesel – Red Dyed	1	500
400 Dr. ML King Street S			
St. Petersburg, FL			
Fire Station 6	Diesel – Red Dyed	1	500
4825 9th Ave N			
St. Petersburg, FL			
Fire Station # 20	Diesel	1	1,000
911 Oleander Way S.			
South Pasadena, FL			

CITY OF ST. PETERSBURG			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Consolidated Warehouse 327 17th Street N St. Petersburg, FL	Diesel – Red Dyed	1	550
Mangrove Bay Golf Course 875 62nd Ave NE St. Petersburg, FL	Diesel – Red Dyed Regular Unleaded	1 1	400 600
Twin Brooks Golf Course 3800 22nd Avenue S. St. Petersburg, FL	Diesel – Red Dyed Regular Unleaded	1 1	250 250
NE Water Reclamation 1160 62nd Avenue NE St. Petersburg, FL 33703	Diesel – Red Dyed Diesel – Red Dyed Diesel – Red Dyed	1 1 2	1,500 8,000 5,000
	Diesel – Red Dyed	1	3,000
NW Water Reclamation 7500 26 th Ave. N. St. Petersburg, FL	Diesel – Red Dyed	1	15,000
SW Water Reclamation 3800 54th Avenue S St. Petersburg, FL 33711	Diesel – Red Dyed Diesel – Red Dyed Diesel – Red Dyed	2 1 1	3,000 2,000 5,00
Lift Station # 1 4200 Sunrise Drive S St. Petersburg, FL	Diesel – Red Dyed	1	350
Lift Station # 2 101 Elkcam Blvd. SE St. Petersburg, FL	Diesel – Red Dyed	1	540
Lift Station # 4 2899 20Th Street S St. Petersburg, FL	Diesel – Red Dyed	1	180
Lift Station # 11 500 Snell Isle Blvd. NE St. Petersburg, FL	Diesel – Red Dyed	1	500

CITY OF ST. PETERSBURG			
Location	Fuel Type	Quantity	Tank Size
Lift Station # 12	Diesel – Red Dyed	1	200
3501 Poplar Street NE			
St. Petersburg, FL			
Lift Station # 14	Diesel – Red Dyed	1	450
5002 Shore Acres Blvd			
St. Petersburg, FL			
Lift Station # 15	Diesel – Red Dyed	1	450
1532 70Th. Ave. N.			
St. Petersburg, FL			
Lift Station # 17	Diesel – Red Dyed	1	540
9110 3Rd. Street N			
St. Petersburg, FL			
Lift Station # 19	Diesel – Red Dyed	1	180
3801 30Th. Ave N			
St. Petersburg, FL			
Lift Station # 20	Diesel – Red Dyed	1	450
8320A Elbow Lane N			
St. Petersburg, FL			
Lift Station # 25	Diesel – Red Dyed	1	400
601 Grevilla Ave. S			
St. Petersburg, FL			
Lift Station # 28	Diesel – Red Dyed	1	2,500
4001 9Th. Street S			
St. Petersburg, FL			
Lift Station # 29	Diesel – Red Dyed	1	540
5499 4Th. Street S/Hillside Drive			
St. Petersburg, FL			
Lift Station # 30	Diesel – Red Dyed	1	200
1942 Serpentine Drive S			
St. Petersburg, FL			

CITY OF ST. PETERSBURG			
Location	Fuel Type	Quantity	Tank Size
Lift Station # 31 6185 34 Ave North St. Petersburg, FL pup	Diesel – Red Dyed	1	180
Lift Station #35 6100 Pinellas Bayway S St. Petersburg, FL	Diesel – Red Dyed	1	540
Lift Station #39 Bayway Isle 1 4950 54th Avenue S St. Petersburg, FL	Diesel – Red Dyed	1	200
Lift Station #42 Jim Walters 8th Street & 102nd Avenue N St. Petersburg, FL	Diesel – Red Dyed	1	480
Lift Station #58 Interstate East of 22nd St. & 12th Ave. N St. Petersburg, FL	Diesel – Red Dyed	1	180
Lift Station #61 Pasadena Master Pasadena Ave. & 2nd Avenue S St. Petersburg, FL	Diesel – Red Dyed	1	2,000
Lift Station #63 N.E. Master San Martin Blvd. & C.R. 823 St. Petersburg, FL	Diesel – Red Dyed	1	3,000
Lift Station #65 Tierra Verde 13th Street W (Pinellas Bayway) Tierra Verde, FL	Diesel – Red Dyed	1	540
Lift Station #82 9399 28 Street North St. Petersburg, FL	Diesel – Red Dyed	1	500
Lift Station #85 601 8th Avenue SE St. Petersburg, FL	Diesel – Red Dyed	1	5,000

CITY OF ST. PETERSBURG			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Oberly Pumping Station 6198 66th Street N St. Petersburg, FL	Diesel – Red Dyed	1	10,000
Washington Terrace Pumping Station 2801 66th Avenue N St. Petersburg, FL	Diesel – Red Dyed	1	10,000
Stormwater Station – 38th Overpass 38th Ave N & 31st St (across from 40th Avenue N) St. Petersburg, FL	Diesel – Red Dyed	1	300
*Wastewater AWT Plant 2700 Maritime Boulevard Tampa, FL 33605	Diesel Regular Unleaded	1 1	4,000 1,000

HILLSBOROUGH COUNTY SHERIFF'S OFFICE			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Hillsborough County Sheriff's Office 2102 E. 8 th Ave. Tampa, FL 33601	Regular Unleaded	1	10,000 above ground
Hillsborough County Sheriff's Office District I Office 14102 N. 20 th St. Tampa, FL 33605	Regular Unleaded Diesel – Red Dyed	1 1	10,000 above ground 400 above ground

HILLSBOROUGH COUNTY SHERIFF'S OFFICE			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Hillsborough County Sheriff's Office			
District II Office	Regular Unleaded	4*	10,000 above ground (ea)
2210 N. Falkenburg Rd.			*2 Tanks / 2 Trucks
Tampa, FL 33619			
Hillsborough County Sheriff's Office			
District III Office	Regular Unleaded	1	10,000 above ground
7202 Gunn Hwy	Diesel – Red Dyed	1	400 above ground
Tampa, FL 33625			
Hillsborough County Sheriff's Office			
District IV Office	Regular Unleaded	1	10,000 above ground
508 33 rd St. SE	Diesel – Red Dyed	1	400 above ground
Ruskin, FL 33570			
Hillsborough County Sheriff's Office			
Practical Training Site	Regular Unleaded	1	10,000 above ground
14063 South US 39	Diesel – Red Dyed	1	400 above ground
Lithia, FL 33547			
Hillsborough County Sheriff's Office			
Sheriffs Operation Center	Diesel – Red Dyed	2	2,000 above ground (ea)
2008 E 8 th Ave.			
Tampa, FL 33605			
Hillsborough County Sheriff's Office			
Sheriffs Operation Center Annex	Diesel – Red Dyed	1	500 above ground
1900 19 th St			
Tampa, FL 33605			
Hillsborough County Sheriff's Office			
CPID	Diesel – Red Dyed	1	300 above ground
1501 N Falkenburg Rd	Diesel – Red Dyed	1	336 above ground
Tampa, FL 33619			
Hillsborough County Sheriff's Office			
Training	Diesel – Red Dyed	1	1,000 above ground
1409 N Falkenburg Rd	Diesel – Red Dyed	1	500 above ground
Tampa, FL 33619			

HILLSBOROUGH COUNTY SHERIFF'S OFFICE			
Location	Fuel Type	Quantity	Tank Size
Hillsborough County Sheriff's Office			
Orient Road Jail	Diesel – Red Dyed	1	30,000 above ground
1201 Orient Road	Diesel – Red Dyed	1	2,500 above ground
Tampa, FL	Diesel – Red Dyed	1	560 above ground
	Diesel – Red Dyed	1	1,700 above ground
Hillsborough County Sheriff's Office			
Falkenburg Road Jail	Diesel – Red Dyed	1	2,000 above ground
520 N Falkenburg Rd	Diesel – Red Dyed	1	4,000 above ground
Tampa, FL 33619	Diesel – Red Dyed	1	1,700 above ground
	Diesel – Red Dyed	1	2,200 above ground
	Diesel – Red Dyed	2	1,398 above ground (ea)
Hillsborough County Sheriff's Office			
FRJ Central Energy Plant	Diesel – Red Dyed	4**	10,000 above ground (ea)
520 N Falkenburg Rd			
Tampa, FL 33619			

**Initial tank till to be ordered when construction is complete –EST January 2016

PALM HARBOR FIRE RESCUE			
Location	Fuel Type	Quantity	Tank Size
Palm Harbor Fire Rescue			
Station 65	Regular Unleaded	1	500
205 West Lake Road	Diesel	1	1,500
Palm Harbor, FL 34687			
Palm Harbor Fire Rescue			
Station 66	Diesel	1	1,000
1123 Illinois Ave.			
Palm Harbor, FL 34687			
Palm Harbor Fire Rescue			
Station 67	Diesel	1	1,000
2300 Glen Eagles Pkwy			
Palm Harbor, FL 34687			

PALM HARBOR FIRE RESCUE			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Palm Harbor Fire Rescue			
Station 68	Diesel	1	1,000
3007 Alt. 19 N.			
Palm Harbor, FL 34683			

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Central Garage	Regular Unleaded	1	25,000
9685 Ulmerton Rd.	Regular Unleaded	1	15,000
Largo, FL	Diesel	1	25,000
	Diesel	1	15,000
Highway 19 Division	Regular Unleaded	2	15,000
22111 U.S. 19 N.	Diesel	2	15,000
Clearwater, FL			
South East Maintenance	Regular Unleaded	1	12,000
3755 46 th Ave. N.	Diesel	1	12,000
St. Petersburg, FL			
46th Street Sub Shop	Regular Unleaded	1	12,000
14204 46 th St. N.	Diesel	1	12,000
Clearwater, FL			
Mosquito Control	Regular Unleaded	1	12,000
4100 118 th Ave. N.	Diesel	1	12,000
Clearwater, FL			
North GMD	Regular Unleaded	1	10,000
3900 Dunn Drive	Diesel	1	10,000
Palm Harbor, FL			
Airport	Diesel	1	500
13690 Stoney Brook Dr.			
Clearwater, FL			

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Sheriff Admin (SAB)	Regular Unleaded	3	15,000
10750 W. Ulmerton Rd.	Diesel	2	15,000
Largo, FL			
Keller Pumping Station	Regular Unleaded	2	470
3655 Keller Circle	Diesel	1	470
Tarpon Springs, FL			
South Cross	Regular Unleaded	1	500
7401 54 th Ave. N.	Diesel	1	500
St. Petersburg, FL			
South GMD Utilities	Regular Unleaded	1	10,000
6730 142 nd Ave. N.	Diesel	1	10,000
Largo, FL			
Eagle Lake Park	Regular Unleaded	1	500
1775 Bellaire Rd.	Diesel	1	500
Clearwater, FL			
Fort DeSoto Park	Regular Unleaded	1	1,500
3500 Pinellas Bay S.	Diesel	1	1,500
Tierra Verde, FL			
Fred Howard Park	Regular Unleaded	1	470
1700 Sunset Dr.	Diesel	1	300
Tarpon Springs, FL			
John Chestnut Park	Regular Unleaded	1	1,000
2200 East Lake Road	Diesel	1	1,000
Palm Harbor, FL			
Lake Seminole Park	Regular Unleaded	1	500
11015 74 th Ave. N	Diesel	1	500
Seminole, FL			
Sand Key Park	Regular Unleaded	1	1,000
1060 Gulf Blvd.	Diesel	1	500
Clearwater, FL			

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
Walsingham Park	Regular Unleaded	1	1,000
10601 125 th St. N.	Diesel	1	1,000
Largo, FL			

ST. PETERSBURG COLLEGE			
<u>Location</u>	<u>Fuel Type</u>	<u>Quantity</u>	<u>Tank Size</u>
SPC Allstate Center			
3200 34 th Street South	Regular Unleaded	1	500
St. Petersburg, FL 33771	Diesel	1	250
SPC Clearwater Campus			
2645 Drew Street	Regular Unleaded	2	220
Clearwater, FL 33765			
SPC EPI Center			
14025 58 th St. N.	Regular Unleaded	1	500
Clearwater, FL			
Tampa, FL 33619			
SPC St. Petersburg /Gibbs Campus			
3700 7 th Ave. N.	Regular Unleaded	1	500
St. Petersburg, FL			
SPC Tarpon Springs Campus			
600 Klosterman Road	Regular Unleaded	2	250
Palm Harbor, FL 34683			
SPC Health Center			
7200 66 th St. N.	Regular Unleaded	1	250
Pinellas Park, FL 33781			



Joe Lauro, CPPO/CPPB
Director

September 4, 2015

TO: ALL INTERESTED BIDDERS
INVITATION TO BID: Fuel: Gasoline and Diesel (Coop)
BID NUMBER: 145-0387-B(PF)
BID SUBMITTAL IS DUE: September 15, 2015 @ 3:00 P.M.

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Bid (ITB):

Question 1:

Instead of making payments using a credit card through the ePayables system, do you offer ACH payments instead? If so, would you consider the ACH type of payment for this solicitation?

Answer:

Yes, Pinellas County Clerk of the Court can process automatic deposits for invoice payments.

Question 2:

Would you please send me a copy of the last invoice's and BOL's for gasoline and both diesels products you received from your current vendor?

Answer:

Attachment A to Addendum #2

Question 3

Who is your current vendor?

Answer:

Indigo Energy Partners LLC is current vendor for Transport Delivery
J.H. Williams Oil Company is current vendor for Tankwagon Delivery

Question 4

How long have they been your vendor?

Answer:

Contract 123-0359-B began December 16, 2013 and will end December 15, 2015

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



Question 5

Can you provide us with the bid tabulation sheet from the last time the contract was bid?

Answer:

Attachment B to Addendum #2

Question 6

Can you provide us with a recent invoice from the current contract?

Answer:

Refer to Question 2

Question 7

Will any of the entities anticipate receiving deliveries after 6:00 pm?

Answer:

No

Question 8

Is the use of common carriers to delivery fuel considered subcontracting, as we would not have a contract with a common carrier?

Answer:

Per Section E, Item 2.B.2 Daily switching of carriers by the contractor(s) will not be accepted. Each bidder shall submit with its bid a Letter of Commitment from the carrier for the various products.

Question 9

In the bid, it states "The contractor shall e-mail a list of all scheduled deliveries to each participating jurisdiction or entity for each day that 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."

Does this mean we need to submit a list every day or just submit one list per month?

Answer:

We request that the vendor send a confirmatory e-mail each time an order is submitted, indicating they have received the fuel order and are intending to fulfill the delivery based on our request.

Question 10

When the anticipated contract is start and end dates?

Answer:

Anticipated start date is December 16, 2015 through December 15, 2020

Question 11

Are there any contract extensions available? If so, are they mutually agreed upon?

Answer:

No

Question 12

When is the award date?

Answer:

Award is anticipated for October/November 2015

Question 13

When is the first board meeting after the opening?

Answer:

September 24, 2015

Question 14

Will decision be made before or at the board meeting?

Answer:

The recommendation for award will be presented at upcoming Board of County Commissioners meeting.

Question 15

Will the bid award be split by product or awarded all to one bidder?

Answer:

Per Section A, Item 10(b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations.

Question 16

Have any addendums been released for this bid?

Answer:

Addendum #1 was issued August 27, 2015

Please Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) have been issued, acknowledge receipt by signing Section G, Addenda Acknowledgement Form. Failure to do so may result in response being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm, listed under category, 'Current Bids.'

Question 17

Can you do better than 30 days for payment terms, i.e. Net 10 or Net 15?

Answer:

No, per Florida Statute 218.73

Question 18

What taxes and fees are to be included in our bid price?

Answer:

See Bid document, Page 31, Section F for tax information

Question 19

Will you accept up to 5% bio diesel in your diesel fuel?

Answer:

No

Question 20

Can or will deliveries be split between locations?

Answer:

Exception basis only, approved in advance by Fleet Management or the cooperative entity.

Question 21

Will a metered bill of lading be acceptable in place of the metered truck requirement?

Answer:

Either will suffice

Question 22

What is the date, time and location of the publically held bid opening?

Answer:

See Bid document, Page 1 and Section A Item 8

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 35 under Addendum No.2 and return with completed bid package.

Sincerely,


Joseph Lauro, CPPO/CPPB *for JL*
Director of Purchasing

Attachment A

INDIGO ENERGY PARTNERS, LLC
P.O. BOX 2535
GAINESVILLE, GA 30503

Page: 1

Phone: (678) 513-9114
Fax: (678) 928-4925

Invoice No: 129712
Invoice Date: 08/27/15
Ship Date: 08/27/15

Profit Center: 1

Sold FINELLAS COUNTY BOCC, FL
To: Karen Freytag
FINANCE DIVISION A/P
P.O. BOX 2438
CLEARWATER, FL 33757

Ship PCBOCC-N FIELD DUNN, FL
To: 3900 DUNN DR.
PALM HARBOR, FL 34683

Account No: 57120016 PO No: 413863 Terms: NET 45 DAYS
Ship Via: JET AGE FUEL INC Sales ID: BS BOL/Ship Order:

Product Code/ Description	Quantity Shipped	Price Each	Extension

B/L Number-- 556300			
DSL			
ULTRA L/S CLEAR DIESEL	3,941.0	1.445100	5,695.14
Pump Charge On ULTRA L/S CLEAR DIESEL			35.00
FL EXCISE DIESEL	3,941.0	.173000	681.79
FL LOCAL OPT DIESEL	3,941.0	.143000	563.56
FL POLLUTION TAX	3,941.0	.020710	81.62
FED OIL SPILL	3,941.0	.001900	7.49
FEDERAL LUST TAX	3,941.0	.001000	3.94

INVOICE DUE ON 10/11/2015

Total Amount: 7,068.54

INDIGO ENERGY PARTNERS, LLC
P.O. BOX 2535
GAINESVILLE, GA 30503

Page: 1

Invoice No: 129713
Invoice Date: 08/27/15
Ship Date: 08/27/15

Phone: (678) 513-9114
Fax: (678) 928-4925

Profit Center: 1

Sold PINELLAS COUNTY BOCC, FL
To: Karen Freytag
FINANCE DIVISION A/P
P.O. BOX 243B
CLEARWATER, FL 33757
RELEASE #: 0

Ship PCBOCC-N FIELD DUNN, FL
To: 3900 DUNN DR.
PALM HARBOR, FL 34683

Account No: 57120016 PO No: 413863 Terms: NET 45 DAYS
Ship Via: JET AGE FUEL INC Sales ID: BS BOL/Ship Order:

Product Code/ Description	Quantity Shipped	Price Each	Extension

B/L Number-- 556300			
REG10			
10% E 87 RVP	3,920.0	1.350500	5,293.96
FL EXCISE GAS	3,920.0	.174250	683.06
FL LOCAL OPT GAS	3,920.0	.111000	435.12
FL POLLUTION TAX	3,920.0	.020710	81.18
FL-PINELLAS LCL OPT	3,920.0	.032000	125.44
FEDERAL OIL SPILL ETHANOL	3,920.0	.001710	6.70
FEDERAL LUST TAX	3,920.0	.001000	3.92

INVOICE DUE ON 10/11/2015

Total Amount: 6,629.38

NE

COMPANY: MARATHON PETROLEUM COMPANY LP
 ORIGIN: 425 S 20TH ST., TAMPA, FL 33605
 BOL NUMBER 556300 REV: 0 (510055)
 START LOAD: 08/27/2015 17:46:37 END LOAD: 08/27/2015 17:54:38

LOADING TICKET / BILL OF LADING
 EPA FACILITY REGISTRATION NUMBER: 81158
 COMPANY REGISTRATION NUMBER: 4288
 FOLIO #: 20160820

SOLD TO / CUSTOMER / CONSIGNEE: 306014 : INDIGO ENERGY PARTNERS LLC		SHIP TO / DESTINATION: 306014 : INDIGO ENERGY PARTNERS LLC VARIOUS	
CUSTOMER ACCOUNT #: 230601400801000		FL	
SUPPLIER: MPC WHOLESALE (UNBRANDED-NON CONTRACT)		P.O. NUMBER: REQUISITION: DEST: 801	
RECEIVED BY / CARRIER: 7918:JET AGE FUEL		SCAC CODE: JETJ TRAILER: 1	
WHERE THIS DOCUMENT CONSTITUTES A BILL OF LADING, AND AN EXCEPTION STATED IN 48 C.F.R. §172.204(B) IS NOT MET, THIS IS TO CERTIFY THAT THE BELOW-NAMED MATERIALS ARE PROPERLY CLASSIFIED, DESCRIBED, PACKAGED, MARKED, LABELED AND ARE IN PROPER CONDITION FOR TRANSPORTATION ACCORDING TO THE APPLICABLE REGULATIONS OF THE DEPARTMENT OF TRANSPORTATION. CARRIER CERTIFIES THAT THE CARGO TANK SUPPLIED FOR THIS SHIPMENT IS A LAWFUL CONTAINER FOR TRANSPORTATION OF THE LISTED COMMODITIES. CARRIER CERTIFIES THAT THE CARGO TANK WAS REASONABLY FREE OF EXCESSIVE RESIDUE OR OTHER CONTAMINATING MATERIALS WHEN PRESENTED FOR LOADING.			
SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS			
10063728 HARTUNG, LOUIS A (LAH)		:CARRIER'S AGENT (DRIVER)	

HAZARD INFORMATION AND LABEL ON REVERSE SIDE

DOT SHIPPING NAME	HAZARD LABEL #	GALLONS
NA1993, FUEL OIL, 3, PG II	2	3999
UN1203, GASOLINE, 3, PG II	1	3999
TOTAL QUANTITY 1 CARGO TANK		7998

24 HOUR EMERGENCY PHONE NUMBER 1-877-627-5463

FINISHED PRODUCTS

COMP#	PROD # - CODE	DESCRIPTION	GROSS	NET	TEMP	GRAV	SEE NOTES BELOW
1	826 - 826	#2 MV16 DIESEL	2000	1972	89.7	37.0	G
2	826 - 826	#2 MV16 DIESEL	999	985	89.5	37.0	G
3	826 - 826	#2 MV16 DIESEL	1000	984	89.7	37.5	G
4	7841 - 5A2	87 OCTANE WITH 10% ETHANOL	1499	1470	89.2	59.9	1,6,10,48,Z
6	7841 - 5A2	87 OCTANE WITH 10% ETHANOL	2500	2450	89.3	59.9	1,6,10,48,Z
TOTALS:			3999	3941			
	7841 - 5A2	87 OCTANE WITH 10% ETHANOL	3999	3920			

NOTES

- G 16 PPM SULFUR (MAXIMUM) UNDYED ULTRA-LOW SULFUR DIESEL FUEL FOR USE IN ALL DIESEL VEHICLES AND ENGINES.
- Z NOT INTENDED FOR USE IN E10
- 1 CONVENTIONAL GASOLINE - THIS PRODUCT DOES NOT MEET THE REQUIREMENTS FOR REFORMULATED GASOLINE (RFG) AND MAY NOT BE USED IN ANY REFORMULATED GASOLINE COVERED AREA.
- B DETERGENT-ADDITIZED GASOLINE.
- 10 E10: CONTAINS BETWEEN 8 AND 10 VOL % ETHANOL. THE RVP DOES NOT EXCEED 10 PSI. THE 1 PSI RVP WAIVER APPLIES TO THIS GASOLINE. DO NOT MIX WITH GASOLINE CONTAINING ANYTHING OTHER THAN BETWEEN 8 AND 10 VOL % ETHANOL.
- 4B THIS VOLUME OF NEAT OR BLENDED ETHANOL IS DESIGNATED AND INTENDED FOR USE AS TRANSPORTATION FUEL OR JET FUEL IN THE 48 U.S. CONTIGUOUS STATES AND HAWAII. ANY PERSON EXPORTING THIS FUEL IS SUBJECT TO THE REQUIREMENTS OF 40 CFR 80.1430.

Asset #: NFS
 W/O #: _____
 Job Code: _____
 Date: 8/27/15
 Signature: [Signature]

RECEIPT IS ACKNOWLEDGED OF THE ABOVE MERCHANDISE IN GOOD CONDITIONS AND IN THE QUANTITIES INDICATED.

X _____ :CUSTOMER / CONSIGNEE



519 PENNSYLVANIA AVE.
 CLEARWATER, FL 33755
 OFFICE: (727) 441-1706 • FAX: (727) 441-1707
 WWW.JETAGEFUEL.COM

TRUCK # 0026-011

CUSTOMER: <u>North Field</u>		ADDRESS: <u>3901</u>		DELIVERY DATE: <u>8-27-15</u>	PO#: <u>12301</u>
DEMURRAGE:		PORT ARRIVAL TIME: <u>5:30 PM</u>	TERMINAL/SUPPLIER: <u>General Petroleum</u>	CUSTOMER:	BOL#: <u>556300</u>
STOP OFFS:		PORT DEPARTURE TIME:	TERMINAL/SUPPLIER: <u>WPC</u>	CUSTOMER: <u>TANIGO</u>	BOL#:

COMP#	1	2	3	4	5
GALLONS	<u>2000</u>	<u>1000</u>	<u>1000</u>	<u>1500</u>	<u>2500</u>
PRODUCT	<u>ULSD</u>	<u>ULSD</u>	<u>ULSD</u>	<u>R-87</u>	<u>R-87</u>

PRODUCT	GROSS/NET GALLONS	GRAVITY DROP	PUMP OFF	STICK READING OR VETER ROOT	RETAIN GALLONS	COMPARTMENT
UNLEADED GASOLINE RUL 87 E10	<u>3999</u> <u>3920</u>		X	-		
MID-GRADE GASOLINE MUL 89 E10				-		
PREMIUM GASOLINE PUL 93 E10				-		
DIESEL FUEL OIL ULSD	<u>3999</u> <u>3941</u>		X	-		
DIESEL FUEL OIL ULSD DYED				-		
MIDGRADE R90				-		
OTHER				-		

UNLOADING INFO:	ARRIVAL TIME: <u>7:30 PM</u>	DEPARTURE TIME: <u>8:25</u>
DELAY INFO: REASON FOR DELAY	DELAY START TIME:	DELAY FINISH TIME:

If required by 49 CFR 172.204, this is to certify that the above-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation. Carrier hereby certifies that the cargo tank used for this shipment is a proper container for the commodity loaded therein and complies with Department of Transportation specification and certifies that cargo tank is properly placarded and marked to comply with regulations pertaining to hazardous materials.

Customer acknowledges that upon completion of delivery Customer shall thereafter have all and full responsibility for all fuel, fuel receptacles, vehicles and tank storage facilities and the Premises upon which they are located, including without limitation, risk of loss; compliance with requirements; clean-up and remediation. Customer shall indemnify, protect, save, and hold harmless Jet Age Fuel, Inc. and its employees, agents, and representatives from any and all losses, damages, injuries, demands, expenses, claims, suits, fines, costs, fees, and any other liabilities and obligations of any kind, including without limitation, environmental and legal, of whatever nature, however they may arise, resulting from or associated with in any way, directly or indirectly, the existence or use of the fuel, fueling facilities, vehicles, tanks or other items located and/or used on the Premises, except to the extent caused by Company's gross negligence.

COMMENTS

CK # _____

CK AMT. Asset #: NFS

WID #: _____

Job Code: _____

Date: 8/27/15

Signature: [Signature]

Customer further acknowledges that the information indicated on the POD is accurate and correct.

I do hereby agree to assume any cost incurred for the collection of this invoice, including court costs and attorney's fees.

Payment due upon delivery or within 10 days, 1.5% interest over 10 days.

Customer Signature _____

Driver Signature [Signature]

THIS IS YOUR INVOICE
PRICES AND EXTENSIONS SUBJECT TO CORRECTIONS

Invoice sent by EMAIL

Tank	Before	After	Water
1			
2			
3			
4			
		Truck #	
		Driver	

J.H. Williams Oil Company, Inc.

1237 East Twiggs Street • Tampa, FL 33602
 (813) 228-7776 • FAX (813) 224-9413
 59-0572743

PAGE NO.	INVOICE DATE
1	08/21/15
WAREHOUSE	INVOICE NO.
2	1227224

Ship Date: 08/21/15

SOLD TO: PINELLAS CO FLEET MANAGEMENT
 #034-81-B; MELISSA BOYNTON
 9685 ULMERTON RD
 BID #034-8
 LARGO, FL 33771
 RELEASE #: +

SHIP TO: PINELLAS CO FLEET MANAGEMENT
 7415 54TH AV N
 SCROSS WSTEWTR PLNT
 ST PETERSBURG, FL 3370

P.O. NUMBER	ACCOUNT NO.	SHIP VIA	SALES I.D.	B.O.L. / SHIPPING ORDER	TERMS
416997	57320104		JLM		NET30
Product Code/ Description	Shipped/ Billed UOM	Price Each	Extension		
XX UN1203, GASOLINE, 3, PGII 03E10	125 GAL				
87 OCTANE WITH 10% ETHANOL	125 GAL	1.56930	196.16		
STATE GASOLINE INSPECTION FEE		0.00125	0.16		
PINELLAS CO GAS ROAD TAX		0.03200	4.00		
MINIMUM LOCAL OPTION GAS TAX		0.11100	13.88		
FEDERAL GASOLINE LUST TAX		0.00100	0.13		
EGAS FED ENVIRO FEE RECOVERY		0.00171	0.21		
STATE GASOLINE ROAD TAX		0.17300	21.63		
STATE POLLUTANT TAXES		0.02071	2.59		
PRCADJULTW	125 EACH				
PRICE ADJ UL GAS TNKW INCL FGT	125 EACH	0.07000	8.75		
FL D.E.P. FACILITY ID NUMBER		Permit Number	528943837		
FEDERAL GAS ROAD TAX		Permit Number	596000800		
[Finance charge of 1 1/2% per month (18% per annum)]					
					TOTAL AMOUNT

MAIL PAYMENT TO:
 P.O. BOX 439
 TAMPA, FL 33601-0439

This is to certify that the herein-named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

Received subject to tariffs and/or contracts in effect on the date of issuance thereof.

Not a bill of lading when moved in a vehicle operated by the shipper or owner of product but merely a receipt for product on behalf of loader.

X _____ :DRIVER

MAILED
 JUL 26 2015
 FLEET MANAGEMENT

TRUCK COMPARTMENTS AND METERS CHECKED AND MERCHANDISE RECEIVED	FINANCE CHARGE OF 1 1/2 % PER MONTH (18% PER ANNUM) WILL BE CHARGED ON PAST DUE AMOUNTS	DRUMS RETURNED:
BY _____ DATE _____		
IN CASE OF TRANSPORTATION EMERGENCY, CALL CHEMTREC @ 1 (800) 424-9300		
GASOLINE - FLAMMABLE LIQUID UN 1203 DIESEL FUEL - COMBUSTIBLE LIQUID NA 1993 KEROSENE - COMBUSTIBLE LIQUID UN 1223		

THIS IS YOUR INVOICE
PRICES AND EXTENSIONS SUBJECT TO CORRECTIONS

Invoice sent by EMAIL

Tank	Before	After	Water
1			
2			
3			
4			
Truck #			
Driver			

J.H. Williams Oil Company, Inc.

1237 East Twiggs Street • Tampa, FL 33602
 (813) 228-7776 • FAX (813) 224-9413
 59-0572743

PAGE NO.	INVOICE DATE
2	08/21/15
WAREHOUSE	INVOICE NO.
2	1227224

Ship Date: 08/21/15

SOLD TO: PINELLAS CO FLEET MANAGEMENT
 #034-81-B; MELISSA BOYNTON
 9685 ULMERTON RD
 BID #034-8
 LARGO, FL 33771
 RELEASE #: +

SHIP TO: PINELLAS CO FLEET MANAGEMNT
 7415 54TH AV N
 SCROSS WSTEWTR PLNT
 ST PETERSBURG, FL 3370

P.O. NUMBER	ACCOUNT NO.	SHIP VIA	SALES LD.	B.O.L. / SHIPPING ORDER	TERMS
416997	57320104		JLM		NET30
Product Code/ Description	Shipped/ Billed UOM		Price Each	Extension	
[Will be charged on past due amounts]					
INVOICE DUE ON 09/20/2015					
				TOTAL AMOUNT	247.51

MAIL PAYMENT TO:
 P.O. BOX 439
 TAMPA, FL 33601-0439

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X _____ :DRIVER

TRUCK COMPARTMENTS AND METERS CHECKED AND MERCHANDISE RECEIVED	FINANCE CHARGE OF 1 1/2 % PER MONTH (18% PER ANNUM) WILL BE CHARGED ON PAST DUE AMOUNTS	DRUMS RETURNED:
BY _____ DATE _____		
IN CASE OF TRANSPORTATION EMERGENCY, CALL CHEMTREC @ 1 (800) 424-9300		
GASOLINE - FLAMMABLE LIQUID UN 1203 DIESEL FUEL - COMBUSTIBLE LIQUID NA 1993 KEROSENE - COMBUSTIBLE LIQUID UN 1223		

125 GAL UNL 112294

Sold to _____ Date 8/21 2015
Name SCROSS WASTE WATER
Address _____

PHONE NO.		TRUCK NO. <u>10</u>	
TIME _____ A.M. _____ P.M.		PAID	CHARGE <input checked="" type="checkbox"/>

DRIVER SIGNATURE [Signature] RECEIVED PAYMENT \$ 0

DELIVERY RECEIVED CUSTOMER'S SIGNATURE _____

YOUR SALE NO.	END DELIVERY	10THS
AA 0 0 0	0 0 1 2 5 4	
AA 0 0 5	0 0 0 0 0 0	

PREVIOUS SALE NO. _____ START DELIVERY _____

GALLONS DELIVERED → STOCK

AUTOMATICALLY PRINTED
TO INSURE YOU OF ACCURACY

INSERT FACE DOWN.

THIS END FIRST

THIS IS YOUR INVOICE

PRICES AND EXTENSIONS SUBJECT TO CORRECTIONS

Invoice sent by EMAIL

Tank	Before	After	Water
1	JNL 145/84	227/84	φ
2			
3			
4			
		Truck #	10
		Driver	DS

J.H. Williams Oil Company, Inc.

1237 East Twiggs Street • Tampa, FL 33602
(813) 228-7776 • FAX (813) 224-9413
59-0572743

PAGE NO.	INVOICE DATE
1	08/21/15
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7415 54TH AV N
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ST PETERSBURG, FL 3370

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Product Code/ Description	Shipped/ Billed UOM	Price Each	Extension		
XX UN1203, GASOLINE, 3, PGII 03E10	125 GAL				
87 OCTANE WITH 10% ETHANOL	125 GAL	1.56930	196.16		
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EGAS FED ENVIRO FEE RECOVERY		0.00171	0.21		
STATE GASOLINE ROAD TAX		0.17300	21.63		
STATE POLLUTANT TAXES		0.02071	2.59		
PRCADJULTW	125 EACH				
PRICE ADJ UL GAS TNKW INCL FGT	125 EACH	0.07000	8.75		

FL D.E.P. FACILITY ID NUMBER
FEDERAL GAS ROAD TAX

Permit Number 528943837
Permit Number 596000800

[Finance charge of 1 1/2% per month (18% per annum)]

TOTAL AMOUNT

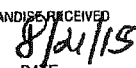
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TAMPA, FL 33601-0439

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X  :DRIVER

TRUCK COMPARTMENTS AND METERS CHECKED AND MERCHANDISE RECEIVED	FINANCE CHARGE OF 1 1/2 % PER MONTH (18% PER ANNUM) WILL BE CHARGED ON PAST DUE AMOUNTS	DRUMS RETURNED:
BY 	DATE 8/21/15	
IN CASE OF TRANSPORTATION EMERGENCY, CALL CHEMTREC @ 1 (800) 424-9300		
GASOLINE - FLAMMABLE LIQUID UN 1203 DIESEL FUEL - COMBUSTIBLE LIQUID NA 1993 KEROSENE - COMBUSTIBLE LIQUID UN 1223		

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Invoice sent by EMAIL

Tank	Before	After	Water
1			
2			
3			
4			
		Truck #	
		Driver	

J.H. Williams Oil Company, Inc.

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PAGE NO.	INVOICE DATE
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2	1227224

Ship Date: 08/21/15

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 #034-81-B; MELISSA BOYNTON
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 RELEASE #: +

SHIP TO: PINELLAS CO FLEET MANAGEMNT
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P.O. NUMBER	ACCOUNT NO.	SHIP VIA	SALES I.D.	B.O.L. / SHIPPING ORDER	TERMS
416997	57320104		JLM		NET30
Product Code/Description		Shipped/Billed UOM		Price Each	Extension

[Will be charged on past due amounts]

INVOICE DUE ON 09/20/2015

09/20/15

TOTAL AMOUNT

247.51

MAIL PAYMENT TO:
 P.O. BOX 439
 TAMPA, FL 33601-0439

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IN CASE OF TRANSPORTATION EMERGENCY, CALL CHEMTREC @ 1 (800) 424-9300		
GASOLINE - FLAMMABLE LIQUID UN 1203 DIESEL FUEL - COMBUSTIBLE LIQUID NA 1995 KEROSENE - COMBUSTIBLE LIQUID UN 1223		

PINELLAS COUNTY GOVERNMENT, FLORIDA				CALCULATIONS COMPLETED USING OPIS PRICING					
Tabulation				Daily Average price on October 17, 2013					
Bid No.: 123-0369-B (KF)				Gasoline: \$ 2.6900					
Bid Title: FUEL - GASOLINE AND DIESEL (COOP)				Diesel - On Road: \$ 3.1500					
Date Due: October 17, 2013				Diesel - Off Road: \$ 3.1600					
Time Due: 3:00 PM									
PINELLAS COUNTY GOV QUANTITIES				INDIGO ENERGY PARTNERS, LLC			J.D. WILLIAMS CO., INC.		
Item No.	Description	UOM	Quantity	Fixed Fee	OPIS Price	Amount	Fixed Fee	OPIS Price	Amount
1	TANKWAGON / Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	75,000	\$ 0.2648	\$ 2.6900	\$ 221,617.50	\$ 0.0700	\$ 2.6900	\$ 201,900.00
1	TRANSPORT / Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	1,425,000	\$ (0.0119)	\$ 2.6900	\$ 3,816,292.50	\$ 0.0150	\$ 2.6900	\$ 3,854,825.00
2	TANKWAGON / Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	40,000	\$ 0.2648	\$ 3.1500	\$ 136,596.00	\$ 0.0700	\$ 3.1600	\$ 128,800.00
2	TRANSPORT / Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	760,000	\$ (0.0079)	\$ 3.1500	\$ 2,387,896.00	\$ 0.0150	\$ 3.1600	\$ 2,405,400.00
3	TANKWAGON / Ultra Low Sulfur Diesel, Red Dye, Grade 2-D, Off-Road	Gallon	0	\$ 0.2699	\$ 3.1600	\$ -	\$ 0.0700	\$ 3.1600	\$ -
3	TRANSPORT / Ultra Low Sulfur Diesel, Red Dye, Grade 2-D, Off-Road	Gallon	0	\$ (0.0079)	\$ 3.1600	\$ -	\$ 0.0150	\$ 3.1600	\$ -
				COUNTY Total Bid			COUNTY Total Bid		
				\$ 6,962,902.00			\$ 6,595,825.00		
COOPERATIVE AGENCIES QUANTITIES				INDIGO ENERGY PARTNERS, LLC			J.D. WILLIAMS CO., INC.		
Item No.	Description	UOM	Quantity	Fixed Fee	OPIS Price	Amount	Fixed Fee	OPIS Price	Amount
1	TANKWAGON / Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	230,950	\$ 0.2648	\$ 2.6900	\$ 682,494.16	\$ 0.0700	\$ 2.6900	\$ 637,422.00
1	TRANSPORT / Gasoline, Regular Unleaded Minimum 87 Octane	Gallon	2,454,500	\$ (0.0119)	\$ 2.6900	\$ 6,573,396.45	\$ 0.0150	\$ 2.6900	\$ 6,639,422.50
2	TANKWAGON / Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	87,600	\$ 0.2648	\$ 3.1500	\$ 299,145.24	\$ 0.0700	\$ 3.1500	\$ 282,072.00
2	TRANSPORT / Ultra Low Sulfur Diesel, Grade 2-D, S15, On Road Use	Gallon	1,600,500	\$ (0.0079)	\$ 3.1500	\$ 5,028,631.05	\$ 0.0150	\$ 3.1500	\$ 5,085,682.80
3	TANKWAGON / Ultra Low Sulfur Diesel, Red Dye, Grade 2-D, Off-Road	Gallon	30,000	\$ 0.2699	\$ 3.1600	\$ 102,897.00	\$ 0.0700	\$ 3.1600	\$ 96,800.00
3	TRANSPORT / Ultra Low Sulfur Diesel, Red Dye, Grade 2-D, Off-Road	Gallon	60,000	\$ (0.0079)	\$ 3.1600	\$ 189,283.61	\$ 0.0150	\$ 3.1600	\$ 190,658.75
				COOP Total Bid			COOP Total Bid		
				\$ 12,876,887.80			\$ 12,912,057.75		

Attachment B

PETROLEUM TRADERS CORPORATION			MANFIELD OIL COMPANY OF GAINESVILLE, INC.			JAMES RIVER SOLUTIONS		
Fixed Fee	OPIS Price	Amount	Fixed Fee	OPIS Price	Amount	Fixed Fee	OPIS Price	Amount
No bid	\$ 2.6900		\$ 0.2246	\$ 2.6900	\$ 218,595.00	\$ 0.1000	\$ 2.6900	\$ 208,250.00
\$ (0.0019)	\$ 2.6900	\$ 3,630,542.50	\$ (0.0074)	\$ 2.6900	\$ 3,822,705.00	\$ 0.0190	\$ 2.6900	\$ 3,680,325.00
No bid	\$ 3.1500		\$ 0.2246	\$ 3.1500	\$ 134,984.00	\$ 0.1000	\$ 3.1500	\$ 130,000.00
\$ 0.0036	\$ 3.1500	\$ 2,296,736.00	\$ (0.0072)	\$ 3.1500	\$ 2,368,528.00	\$ 0.0230	\$ 3.1500	\$ 2,411,480.00
No bid	\$ 3.1600		\$ 0.2246	\$ 3.1600	\$ -	\$ 0.1000	\$ 3.1600	\$ -
\$ 0.0044	\$ 3.1600	\$ -	\$ (0.0072)	\$ 3.1600	\$ -	\$ 0.0230	\$ 3.1600	\$ -
COUNTY Total Bid		TRANSPORT ONLY	COUNTY Total Bid		\$ 6,584,512.00	COUNTY Total Bid		\$ 6,611,055.00
PETROLEUM TRADERS CORPORATION			MANFIELD OIL COMPANY OF GAINESVILLE, INC.			JAMES RIVER SOLUTIONS		
Fixed Fee	OPIS Price	Amount	Fixed Fee	OPIS Price	Amount	Fixed Fee	OPIS Price	Amount
No bid	\$ 2.6900		\$ 0.2246	\$ 2.6900	\$ 673,126.87	\$ 0.1000	\$ 2.6900	\$ 644,350.50
\$ (0.0019)	\$ 2.6900	\$ 6,597,941.45	\$ (0.0074)	\$ 2.6900	\$ 6,594,441.70	\$ 0.0190	\$ 2.6900	\$ 6,648,240.50
No bid	\$ 3.1500		\$ 0.2246	\$ 3.1500	\$ 295,514.96	\$ 0.1000	\$ 3.1474	\$ 284,472.24
\$ 0.0036	\$ 3.1500	\$ 5,047,336.80	\$ (0.0072)	\$ 3.1500	\$ 5,030,051.40	\$ 0.0230	\$ 3.1471	\$ 5,073,745.05
No bid	\$ 3.1600		\$ 0.2246	\$ 3.1600	\$ 101,538.00	\$ 0.1000	\$ 3.1600	\$ 97,600.00
\$ 0.0044	\$ 3.1600	\$ 190,022.22	\$ (0.0072)	\$ 3.1600	\$ 189,325.64	\$ 0.0230	\$ 3.1600	\$ 181,138.10
COOP Total Bid		TRANSPORT ONLY	COOP Total Bid		\$ 12,674,088.57	COOP Total Bid		\$ 12,940,747.44



Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 02/05
10/29/14

PETROLEUM TRADERS CORPORATION
7110 POINTE INVERNESS WAY
FORT WAYNE IN 46804-7928

Dear Taxpayer:

Attached below is your Fuel/Pollutants tax license issued pursuant to Chapter 206 of the Florida Statutes. This authorizes the license holder to engage in the fuel/pollutants activity classifications listed on the license. The license must be displayed conspicuously at the principal place of business. The license is only valid for the person/business named and cannot be transferred or assigned to another entity or person. Whenever the license is held by a corporation or business entity, there can be no change of stock, ownership, or equity without prior approval by the Department. The license is only valid through the expiration date listed. If no expiration date is listed, the license is valid until notified by the Department.



Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 02/05
10/29/14

License Number: 13242238
FEIN Number: 35-1462227

Expiration Date: 12/31/2015

License Activity: Pollutants-Importer
Wholesaler
Importer
Exporter

PETROLEUM TRADERS CORPORATION
7110 POINTE INVERNESS WAY
FORT WAYNE IN 46804-7928

Location:

License is Not Transferable – It Must be Posted in a Conspicuous Place
This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.



2015 Florida Annual Resale Certificate for Sales Tax

DR-13
R. 10/14

THIS CERTIFICATE EXPIRES ON DECEMBER 31, 2015

Business Name and Location Address

Certificate Number

PETROLEUM TRADERS CORPORATION
7110 POINTE INVERNESS WAY
FORT WAYNE, IN 46804-7928

78-8012400604-0

By extending this certificate or the certificate number to a selling dealer to make eligible purchases of taxable property or services exempt from sales tax and discretionary sales surtax, the person or business named above certifies that the taxable property or services purchased or rented will be resold or re-rented for one or more of the following purposes:

- Resale as tangible personal property.
- Re-rental as tangible personal property.
- Resale of services.
- Re-rental as commercial real property.
- Incorporation into and sale as part of the repair of tangible personal property by a repair dealer.
- Re-rental as transient rental property.
- Incorporation as a material, ingredient, or component part of tangible personal property that is being produced for sale by manufacturing, compounding, or processing.

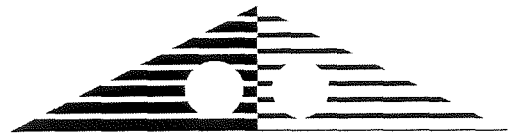
Florida law provides for criminal and civil penalties for fraudulent use of a *Florida Annual Resale Certificate*.

The *Florida Annual Resale Certificate* is issued to active, registered sales and use tax dealers. **As a buyer**, use your certificate to purchase or rent property or services tax exempt that you intend to resell or re-rent to your customers. You cannot use this certificate to purchase or rent property or services that you will use in your business. **As a seller**, you must collect sales tax and discretionary sales surtax imposed on retail sales or rentals of taxable property or services, unless the transaction is exempt.

Seller Certificate Verification - Verify resale or exemption certificates using a customer's sales tax certificate number:

- Phone: **877-FL-RESALE** (877-357-3725)
- Online: Go to **www.myflorida.com/dor** and select "**More e-Services**" and then "**Verify resale and exemption certificate**"
- Mobile App: **Florida Tax (FL Tax)** mobile app for iPhone, iPad, Android phones and tablets, Windows Phone

If you obtain an authorization number for each tax-exempt sale, or for all sales to a specific customer, you do **not** need to keep a copy of the customer's *Florida Annual Resale Certificate*.



**PETROLEUM TRADERS
CORPORATION**

7120 Point Inverness Way
Fort Wayne, IN 46804-7928

Emergency Response Plan

Emergency Response Plan

Petroleum Traders Corporation makes every effort to provide consistent quality of service to its customers in times of national or local emergency and weather related natural disasters. Our resources include a stable of large and small local and nationally recognized carriers to complete fuel deliveries. Our carriers strive to fulfill all delivery requests as promptly as possible provided that their drivers are not put in danger or required by local authorities to stay off the roads. In that event, they will complete emergency orders.

Giving the unpredictable nature of natural disasters and storms, there are certain situations that will need to be taken into consideration that may impact the ability or limit the supply of fuel to an impacted area:

- Natural disasters may interrupt the normal supply of fuel into the immediate area and surrounding regions. This may impact the availability of fuel to any supplier and at times may require carriers and suppliers to pull fuel from non-standard distances.
- Damages during and immediately after may prevent access to supply points or disrupt terminal operations.
- Federal, state, and local authorities may regulate or restrict travel for non-emergency vehicles.
- Federal, state, and local agencies may take control or impose restrictions on fuel supply depending on the nature and severity of the situation.

The above is not an exhaustive list, but is a representation based on our experience in some of the most severe situations which are often times beyond anyone's control. With Petroleum Traders Corporation having accounts with 90% of all major and large independent fuel producers in the United States under normal conditions Petroleum Traders Corporation has regular access to supply. When adverse conditions affect one area, supply is generally available elsewhere and so steps are taken to procure fuel from there to be delivered into the affected area.

Petroleum Traders Corporation has a number of customers in high risk storm zones, and as such we constantly monitoring news, weather, and other resources for events that may cause impact to our customers. This monitoring happens on several levels to ensure notification is sent out to the correct areas and departments that will need to begin preparing for plans of action.

- If a storm is projected to impact any delivery area locations, Petroleum Traders' personnel will contact the site personnel or leadership to identify key priorities or needs and respond accordingly several days ahead of time.
 - General recommendations:
 - Sites should ensure all vehicles are topped off.
 - After tanks have been depleted topping off vehicles, get readings and call in orders to ensure tanks are filled to maximum capacity. Any short load costs may prove beneficial as conditions of fuel supply capabilities may potentially be unstable for some time after a storm.
 - Vehicles may want to fuel up at retail locations for one to two days prior to any forecasted impact. This will help maintain you bulk fuel tank reserves during and after a storm as fuel supply availability is unpredictable immediately before and after impact.
 - Clear tank areas of any potentially damaging materials/equipment
 - Ensure tanks are fitted with water tight caps to prevent possible water leakage into the tank.
- We will contact our local carriers to arrange continued deliveries up to several hours prior to the predicted onset of dangerous weather or as permitted by either safety conditions or authorities.
 - If it is likely that a tropical storm will cause an impact any of your fuel sites and any of our local carriers, Petroleum Traders will contact our carriers outside the possible impact area to prepare for possible fuel needs after any storm passes.
 - We work with our customers to fairly mitigate additional expenses in the event that there is a severe impact to fuel supply in the area and Petroleum Traders needs to pull from non-standard distances.
- Petroleum Traders will monitor the weather or situation and be available to arrange with our carriers to resume needed deliveries as soon as conditions are safe to begin or local authorities allow.
 - We will continue to work with out-of-area carriers and the fuel delivery sites until local carriers can resume making deliveries or local supply becomes available.

Historically, in times of disaster, this process has involved locating product and transporting it across the state as well as procuring fuel out of state as necessary. When this extreme happenstance occurs, we would request customers to understand the increased costs necessary to be passed along to the end user.

We also make every attempt to formulate arrangements with carriers in an area for guaranteed availability of loads delivered provided product is available.

In the event there is any disruption in supply because of an emergency, Petroleum Traders Corporation has the following procedures in place in order to meet your fuel supply needs:

- We will have contacted carriers in other cities and surrounding states where supply is available to prepare them for the possibility of longer runs into your fuel sites where supply may not be available.
 - A list of some local carriers include:
 - CWC Transportation
 - B-Line Carriers
 - Eagle Transport
 - Florida Rock & Tank Lines
 - Petroleum Traders access to supply in the immediate area includes:
 - Valero
 - Flint Hills
 - Global
 - Huguenot Fuels
 - Gulf Oil
 - NGL Crude Logistics
 - Buckeye
 - Outside of the immediate area, we have access to supply in
 - Orlando
 - Valero
 - Marathon
 - Huguenot Fuels
 - Motiva
 - Global
 - Miami
 - Valero
 - Marathon
 - Huguenot Fuels
 - Motiva
 - Global
 - Citgo
 - Jacksonville, FL
 - Marathon
 - Flint Hills

- Apex Oil
 - US Oil
 - Pensacola, FL
 - Shell
 - Flint Hills
 - Additionally, we are able to pull fuel from more inland sources:
 - Tallahassee, FL
 - Albany, GA
 - Montgomery, AL
- Petroleum Traders is a pipeline shipper. We have an average inventory of our own fuels exceeding 30 million gallons. Our supply department is notified during times of fuel emergencies as to where our supply needs to be redirected.
- Petroleum Traders Corporation can be contacted 24 hours per day, 7 days per week, and 365 days per year.
 - During normal business hours of 7:00 AM to 9:00 PM please call 1-800-348-3705 and select option #4.
 - After hours, weekends, or holidays call 1-800-348-3705 and select option #1 for an on-call member of dispatch.
- Petroleum Traders emergency personnel are available 24/7 during times of emergency, disaster, supply disruption, etc.
 - Emergency phone numbers include:
 - Rick Hauschild, Distribution Manager: 800-348-3705 x 6373
 - Gayle Newton, Contract Sales Manager: 800-348-3705 x 6347
 - Mayleen Brinker, Supply Manager: 800-348-3705 x 6343
 - Additional alternate numbers can be provided if needed.

While Petroleum Traders Corporation does not have a guaranteed priority list, we consider all of our customers servicing first responder units to be top priority in emergency situations.



7120 Pointe Inverness Way
 FORT WAYNE, IN 46804
 260-432-6622
 http://www.petroleumtraders.com

A Finance Charge of 1 1/2 % per month (18% annum) will be charged on all invoices not paid within terms of the sale.

Invoice Date 09/01/2015	P. O. Number:	Account #: 160135/3	Invoice #: 931779	Salesperson: ACCOUNT, BID	Carrier: CARRIER N/A
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Billing Address:

PINELLAS COUNTY, FL
 FINANCE DIVISION ACCOUNTS PAYABLE
 P.O. BOX 2438
 CLEARWATER, FL 33757

Shipped To:

PINELLAS COUNTY, FL
 CENTRAL GARAGE
 9685 ULMERTON ROAD
 LARGO, FL 33771
 County: PINELLAS, FL

Terms: PMT DUE AT PTC WITHIN 30 DAYS

Invoice

	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
87 CONVENTIONAL UNLEADED GASOLINE WITH 10% ETHANOL 9.0 RVP OR MORE	8500.00	\$3.0000	\$25,500.00
BOL: 123456 Gross: 8500.0/Net: 8500.0/N DEP#: 168507693 CONTAINS ETHANOL.			

Taxes

FEDERAL EXCISE 10% ALCOHOL BLEND TAX \$0.183 on each of 8500 sold gallons EXEMPT: STATE, LOCAL GOV'T AND SCHOOLS - License:	\$0.00
FEDERAL GAS LUST TAX \$0.001 on each of 8500 sold gallons	\$8.50
FL EPA TAX \$0.02071 on each of 8500 net gallons	\$176.04
FL GAS & CLEAR PINELLAS COUNTY LOCAL SALES TAX 1% 1% of \$25500.00 EXEMPT: GOVERNMENT (INCLUDING SCHOOLS) - License: 62*02*1380015*53c	\$0.00
FL GAS & CLEAR SALES TAX 6% 6% of \$25500.00 EXEMPT: GOVERNMENT (INCLUDING SCHOOLS) - License: 62*02*1380015*53c	\$0.00
FL GAS MOTOR FUEL TAX \$0.173 on each of 8500 net gallons	\$1,470.50
FL GAS PINELLAS COUNTY TAX \$0.143 on each of 8500 net gallons	\$1,215.50
FL INSPECTION FEE \$0.00125 on each of 8500 net gallons	\$10.63
OIL SPILL TAX. \$0.0019 on each of 7650 sold non-renewable gallons	\$14.54

Notes

- No Assigned RINs Transferred
- This volume of neat or blended ethanol is designated and intended for use as transportation fuel or jet fuel in the 48 U.S. contiguous states and Hawaii. Any person exporting this fuel is subject to the requirements of 40 CFR 80.1430.

\$28395.71 PAYMENT DUE IN PETROLEUM TRADERS' OFFICES BY 10/01/2015 INVOICE TOTAL: \$28,395.71

We reserve all other rights and remedies.



7120 Pointe Inverness Way
 FORT WAYNE, IN 46804
 260-432-6622
 http://www.petroleumtraders.com

A Finance Charge of 1 1/2 % per month (18% annum) will be charged on all invoices not paid within terms of the sale.

Invoice Date 09/01/2015	P. O. Number:	Account #: 160135/3	Invoice #: 931783	Salesperson: ACCOUNT, BID	Carrier: CARRIER N/A
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Billing Address:

PINELLAS COUNTY,FL
 FINANCE DIVISION ACCOUNTS PAYABLE
 P.O. BOX 2438
 CLEARWATER, FL 33757

Shipped To:

PINELLAS COUNTY,FL
 CENTRAL GARAGE
 9685 ULMERTON ROAD
 LARGO, FL 33771
 County: PINELLAS, FL

Terms: PMT DUE AT PTC WITHIN 30 DAYS

Invoice

	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
ULTRA LOW SULFUR #2 DIESEL	7500.00	\$3.0000	\$22,500.00
BOL: 123456 Gross: 7500.0/Net: 7500.0/N DEP#: 068837976 MEETS EPA REQUIRED ON HIGHWAY USE, 15 PPM. CONTAINS NO VISIBLE EVIDENCE OF DYE.			

Taxes

FEDERAL DSL LUST TAX \$0.001 on each of 7500 sold gallons	\$7.50
FEDERAL EXCISE DSL TAX \$0.243 on each of 7500 sold gallons EXEMPT: STATE, LOCAL GOV'T AND SCHOOLS - License:	\$0.00
FL CLEAR DSL COUNTY TAX \$0.143 on each of 7500 net gallons	\$1,072.50
FL CLEAR DSL MOTOR FUEL TAX \$0.173 on each of 7500 net gallons	\$1,297.50
FL EPA TAX \$0.02071 on each of 7500 net gallons	\$155.33
FL GAS & CLEAR PINELLAS COUNTY LOCAL SALES TAX 1% 1% of \$22500.00 EXEMPT: GOVERNMENT (INCLUDING SCHOOLS) - License: 62*02*1380015*53c	\$0.00
FL GAS & CLEAR SALES TAX 6% 6% of \$22500.00 EXEMPT: GOVERNMENT (INCLUDING SCHOOLS) - License: 62*02*1380015*53c	\$0.00
OIL SPILL TAX. \$0.0019 on each of 7500 sold non-renewable gallons	\$14.25

\$25047.08 PAYMENT DUE IN PETROLEUM TRADERS' OFFICES BY 10/01/2015 INVOICE TOTAL: \$25,047.08

We reserve all other rights and remedies.



7120 Pointe Inverness Way
 FORT WAYNE, IN 46804
 260-432-6622
 http://www.petroleumtraders.com

A Finance Charge of 1 1/2 % per month (18% annum) will be charged on all invoices not paid within terms of the sale.

Invoice Date 09/01/2015	P. O. Number:	Account #: 160135/3	Invoice #: 931784	Salesperson: ACCOUNT, BID	Carrier: CARRIER N/A
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Billing Address:

PINELLAS COUNTY,FL
 FINANCE DIVISION ACCOUNTS PAYABLE
 P.O. BOX 2438
 CLEARWATER, FL 33757

Shipped To:

PINELLAS COUNTY,FL
 CENTRAL GARAGE
 9685 ULMERTON ROAD
 LARGO, FL 33771
 County: PINELLAS, FL

Terms: PMT DUE AT PTC WITHIN 30 DAYS

Invoice

	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
87 CONVENTIONAL UNLEADED GASOLINE 9.0 RVP OR MORE BOL: 123456 Gross: 8500.0/Net: 8500.0/N DEP#: 358509940 MEETS EPA DETERGENT ADDITIVE REQUIREMENTS (NON-REFORMULATED).	8500.00	\$3.0000	\$25,500.00

Taxes

FEDERAL EXCISE GAS TAX \$0.183 on each of 8500 sold gallons EXEMPT: STATE, LOCAL GOV'T AND SCHOOLS - License:			\$0.00
FEDERAL GAS LUST TAX \$0.001 on each of 8500 sold gallons			\$8.50
FL EPA TAX \$0.02071 on each of 8500 net gallons			\$176.04
FL GAS & CLEAR PINELLAS COUNTY LOCAL SALES TAX 1% 1% of \$25500.00 EXEMPT: GOVERNMENT (INCLUDING SCHOOLS) - License: 62*02*1380015*53c			\$0.00
FL GAS & CLEAR SALES TAX 6% 6% of \$25500.00 EXEMPT: GOVERNMENT (INCLUDING SCHOOLS) - License: 62*02*1380015*53c			\$0.00
FL GAS MOTOR FUEL TAX \$0.173 on each of 8500 net gallons			\$1,470.50
FL GAS PINELLAS COUNTY TAX \$0.143 on each of 8500 net gallons			\$1,215.50
FL INSPECTION FEE \$0.00125 on each of 8500 net gallons			\$10.63
OIL SPILL TAX. \$0.0019 on each of 8500 sold non-renewable gallons			\$16.15

\$28397.32 PAYMENT DUE IN PETROLEUM TRADERS' OFFICES BY 10/01/2015 **INVOICE TOTAL:** \$28,397.32

We reserve all other rights and remedies.

SAFETY DATA SHEET

Section 1: Identification of the substance/mixture and of the company/undertaking

Product identifier
Trade name of the substance Diesel Fuels and Gas Oils - All Grades (Refer to Synonyms for Product Name)
Identification No. 68334-30-5
Registration number 01-2119484664-27-XXXX
Synonyms Ultra Low Sulfur Diesel, FAME Free-EN590-Ultra Low Sulfur Diesel, up to 7% FAME-Ultra Low Sulphur Gas Oil , Marked or Unmarked - FAME Free * High Sulfur Diesel * GTL Diesel * Unfinished Diesel

SDS number 2004a
Date of first issue 29-July-2011
Version number 03
Revision date 18-November-2011
Supersedes date 11-August-2011

Relevant identified uses of the substance or mixture and uses advised against
Identified uses Distribution of a substance. Formulation & (re) packaging of substances and mixtures.
Use as a Fuel. Use as an intermediate.
Uses advised against None known.

Details of the supplier of the safety data sheet

Supplier
Company name Valero Marketing & Supply Company and Affiliates
Address P.O. Box 696000
San Antonio
Texas
78269-6000

General information:
United States: 01/210 345 4593
Contact person Not available.

Emergency telephone number
Europe: 0044/(0)18 65 407333

Only Representative
Registrant Company name The Acta Group EU, Ltd
Address 23 New Mount Street
Manchester
M1 2NN
United Kingdom
Telephone number +44 (0) 161 212 7407

Section 2: Hazards identification

Classification of the substance or mixture

The substance has been assessed and/or tested for its physical, health and environmental hazards and the following classification applies.

Classification according to Regulation (EC) No 1272/2008 as amended

Danger

P301 + P310: IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
 P301 + P312: IF SWALLOWED: Call a POISON CENTER or doctor/physician if you feel unwell
 P302 + P352: IF ON SKIN: Wash with plenty of soap and water
 P303 + P361 + P353: IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
 P304 + P340: IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing
 P308: IF exposed or concerned:
 P308 + P313: IF exposed or concerned: Get medical advice/attention
 P312: Call a POISON CENTER or doctor/physician if you feel unwell
 P313: Get medical advice/attention
 P314: Get medical advice/attention if you feel unwell
 P321: Specific treatment (see ... on this label)
 P330: Rinse mouth
 P331: Do NOT induce vomiting
 P332 + P313: If skin irritation occurs: Get medical advice/attention
 P362: Take off contaminated clothing and wash before reuse
 P370+P378: In case of fire: Use foam, carbon dioxide, dry powder or water fog for extinction
 P391: Collect spillage

Storage

P403 + P235: Store in a well-ventilated place. Keep cool
 P403 + P233: Store in a well-ventilated place. Keep container tightly closed
 P405: Store locked up

Disposal

P501: Dispose of contents/container to

Supplemental label information

Repeated exposure may cause skin dryness or cracking.

Other hazards

Not assigned.

Section 3: Composition/information on ingredients

Substance

General information

Chemical name	%	CAS No./EC No.	REACH Pre- Registration No.	INDEX No.	Notes
Fuels, Diesel	100	68334-30-5/269-822-7	17-2119378924-24-0000	649-224-00-6	#
Classification:		DSD: Carc. Cat. 3;R40, Xn;R20-65, Xn;R38, N;R51/53 CLP: Flam. Liq. 3;H226, Asp. Tox. 1;H304, Skin Irrit. 2; H315, Acute Tox. 4;H332, Carc. 2;H351, STOT RE 2;H373, Aquatic Chronic 2;H411			

Section 4: First aid measures

General information

If exposed or concerned: get medical attention/advice. Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves. Show this safety datasheet to the doctor in attendance. Wash contaminated clothing before re-use.

Description of first aid measures

Inhalation

Move to fresh air. If breathing is difficult, give oxygen. If not breathing, give artificial respiration. Get medical attention.

Skin contact

Remove contaminated clothing and shoes. Wash off immediately with soap and plenty of water. Get medical attention if irritation develops or persists. Wash clothing separately before reuse. Destroy or thoroughly clean contaminated shoes. If high pressure injection under the skin occurs, Always seek medical attention.

Eye contact

Remove contact lenses, if present and easy to do. Continue rinsing. Get medical attention.

plan", activate its procedures. Stay upwind and away from spill. Wear appropriate protective equipment including respiratory protection as conditions warrant. Do not enter or stay in area unless monitoring indicates that it is safe to do so. Isolate hazard area and restrict entry to emergency crew. Flammable. Review Fire Fighting Measures, Section 5, before proceeding with clean up. Keep all sources of ignition (flames, smoking, flares, etc.) and hot surfaces away from release. Contain spill in smallest possible area. Recover as much product as possible (e.g. by vacuuming). Stop leak if it can be done without risk. Spilled material may be absorbed by an appropriate absorbent, and then handled in accordance with environmental regulations. Prevent spilled material from entering sewers, storm drains, other unauthorized treatment or drainage systems and natural waterways. Contact fire authorities and appropriate federal, state and local agencies.

Methods and material for containment and cleaning up

- For containment** ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). Use non-sparking tools and explosion-proof equipment. Stop leak if you can do so without risk. This material is a water pollutant and should be prevented from contaminating soil or from entering sewage and drainage systems and bodies of water. Dike the spilled material, where this is possible. Prevent entry into waterways, sewers, basements or confined areas.
- For cleaning up** Small Spills: Absorb spill with vermiculite or other inert material, then place in a container for chemical waste. Clean surface thoroughly to remove residual contamination. This material and its container must be disposed of as hazardous waste.
- Large Spills: Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Prevent product from entering drains. Do not allow material to contaminate ground water system. Should not be released into the environment.

Reference to other sections For personal protection, see section 8. For waste disposal, see section 13.

Section 7: Handling and storage

Precautions for safe handling

Wear personal protective equipment. Do not breathe dust/fume/gas/mist/vapors/spray. Avoid contact with eyes, skin, and clothing. Do not taste or swallow. Avoid prolonged exposure. Use only with adequate ventilation. Wash thoroughly after handling. The product is extremely flammable, and explosive vapour/air mixtures may be formed even at normal room temperatures.

DO NOT handle, store or open near an open flame, sources of heat or sources of ignition. Protect material from direct sunlight. Take precautionary measures against static discharges. All equipment used when handling the product must be grounded. Use non-sparking tools and explosion-proof equipment. When using, do not eat, drink or smoke. Avoid release to the environment.

Conditions for safe storage, including any incompatibilities

Flammable liquid storage. Do not handle or store near an open flame, heat or other sources of ignition. This material can accumulate static charge which may cause spark and become an ignition source. The pressure in sealed containers can increase under the influence of heat. Keep container tightly closed in a cool, well-ventilated place. Keep away from food, drink and animal feeding stuffs. Keep out of the reach of children.

Specific end use(s)

Distribution of a substance. Formulation & (re) packaging of substances and mixtures. Manufacture of substance. Use as a Fuel.

Section 8: Exposure controls/personal protection

Control parameters

Occupational exposure limits

{00722.002 / 111 / 00127835.DOC}

Section 9: Physical and chemical properties

Information on basic physical and chemical properties

Appearance	Amber liquid.
Physical state	Liquid.
Form	Liquid.
Colour	Amber.
Odour	Petroleum.
Odour threshold	Not available.
pH	Not applicable.
Melting point/freezing Point	Not applicable.
Boiling point, initial boiling point, and boiling range	160 - 400 °C (320 - 752 °F)
Flash point	> 55 °C (> 131 °F) Pensky-Martens Closed Cup
Auto-ignition temperature	350 °C (662 °F)
Flammability (solid, gas)	Not available.
Flammability limit - lower (%)	1 % v/v
Flammability limit - upper (%)	6 % v/v
Oxidising properties	Not available.
Explosive properties	Not available.
Explosive limit	Not available.
Vapour pressure	0,04kPa @ 40 °C (104 °F)
Vapour density	> 1
Evaporation rate	Not available.
Relative density	0,81 - 0,89 @ 15°C (59°F)
Solubility (water)	Insoluble.
Partition coefficient (n-octanol/water)	Log Pow: 2 - 7
Decomposition Temperature	Not available.
Viscosity	> 1,5 mm ² /s @ 40 °C (104 °F)
Percent volatile	Not available.
Other information	No relevant additional information available.

Section 10: Stability and reactivity

Reactivity	The product is stable and non reactive under normal conditions of use, storage and transport.
Chemical stability	Stable under normal temperature conditions and recommended use.
Possibility of hazardous reactions	Hazardous polymerisation does not occur.
Conditions to avoid	Heat, flames and sparks. Ignition sources. Contact with incompatible materials. Do not pressurize, cut, weld, braze, solder, drill, grind or expose empty containers to heat, flame, sparks, static electricity, or other sources of ignition; they may explode and cause injury or death.
Incompatible materials	Strong acids. Strong oxidizers such as nitrates, chlorates, peroxides.
Hazardous decomposition Products	Carbon oxides. Hydrocarbons.

Section 11: Toxicological information

Information on toxicological effects

Acute toxicity	Samples of vacuum or hydrocracked gas oils and distillate fuels have been tested in acute oral, dermal and inhalation studies. Results indicate the following: Rat oral LD50 > 9 ml/kg bodyweight (approx 7600 mg/kg bw) (API, 1980a,b)
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Aquatic Hazard: **Chronic aquatic toxicity:** Chronic toxicity in fish is predicted utilising a QSAR and results in a 14 day NOEL of 0.083 mg/l. Long term toxicity to aquatic invertebrates is also predicted using QSAR. The 21 day NOEL is determined to be 0.21 mg/l (Redman et al, 2010)

Persistence and degradability Gas oils are complex combinations of individual hydrocarbon species. Based on the known or expected properties of individual constituents, category members are not predicted to be readily biodegradable (The Petroleum HPV Testing Group, 2003; Mobil, 1999; Lee C, 1993). Some hydrocarbon constituents of gas oils are predicted to meet the criteria for persistence. Some components can be degraded by micro-organisms under aerobic conditions easily and are likely to bioaccumulate (log Kow values in the range of 4.0).

Mobility Not available.
Environmental fate - Partition coefficient Log Pow: 2 - 7
Mobility in soil Not available.
Results of PBT and vPvB assessment Not a PBT or vPvB substance or mixture.
Other adverse effects Toxic to aquatic life with long lasting effects.

Section 13: Disposal considerations

Waste treatment methods
Residual waste Dispose of in accordance with local regulations.
Contaminated packaging Since emptied containers may retain product residue, follow label warnings even after container is emptied.

EU waste code 13 07 01*

Disposal methods/ information Dispose in accordance with all applicable regulations. This material and its container must be disposed of as hazardous waste. Do not discharge into drains, water courses or onto the ground.

Section 14: Transport information

ADR
UN number UN1202
UN proper shipping name Diesel fuel
Transport hazard class(es) 3
Subsidiary class(es) -
Packing group III
Environmental hazards Yes
Labels required 3
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

RID
UN number UN1202
UN proper shipping name Diesel fuel
Transport hazard class(es) 3
Subsidiary class(es) -
Packing group III
Environmental hazards No
Labels required 3
Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

ADN

Other regulations	The product is classified and labelled in accordance with Regulation (EC) 1272/2008 (CLP Regulation) as amended and respective national laws implementing EC directives. This Safety Data Sheet complies with the requirements of Regulation (EC) No 1907/2006. 96/82/EC (Seveso II) Directive; Part 2 (Classified Substances) - Flammable
National regulations	Young people under 18 years old are not allowed to work with this product according to EU Directive 94/33/EC on the protection of young people at work.
Chemical safety assessment	For this substance a chemical safety assessment has been carried out.

Section 16: Other information

List of abbreviations	DSD: Directive 67/548/EEC. CLP: Regulation No. 1272/2008. DNEL: Derived No-Effect Level. PNEC: Predicted No-Effect Concentration. PBT: Persistent, Bioaccumulative and Toxic. vPvB: very Persistent and very Bioaccumulative.
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References	<p>API (1979a) Inhalation/teratology study in rats - fuel oil. Study conducted by Litton Bionetics Inc. API Health Environ. Sci. Dep. Rep. 27-30483. Washington DC: American Petroleum Institute</p> <p>API (1979b) Teratology study in rats - diesel fuel. Study conducted by Litton Bionetics Inc. API Med. Res. Publ. 27-32174. Washington DC: American Petroleum Institute</p> <p>API (1980a) Acute toxicity tests API #78-4 #2 home heating oil (50% cat). Study conducted by Elars Bioresearch Laboratories Inc. API Health Environ. Sci. Dep. Rep. 27-32068. Washington DC: American Petroleum Institute</p> <p>API (1980b) Acute toxicity tests API #79-6 diesel fuel (marketplace sample). Study conducted by Elars Bioresearch Laboratories Inc. API Med. Res. Publ. 27-32817. Washington DC: American Petroleum Institute</p> <p>API (1985) Acute <i>in vivo</i> cytogenetics assay in male and female rats of API 83-11. Study conducted by Microbiological Associates Inc. API Med. Res. Publ. 32-32408. Washington DC: American Petroleum Institute</p> <p>ARCO (1988) Acute inhalation toxicity study in rats administered F-72-01 naval distillate. Study conducted by Bio/dynamics Inc. Study No. 85-7867A. Los Angeles CA: ARCO</p> <p>ARCO (1992) 28-day dermal toxicity study in rats - F-102-01 naval distillate. UBTL Study No. 65365. Los Angeles CA: ARCO</p> <p>Biles, R.W. et al (1988) Dermal carcinogenic activity of petroleum-derived middle distillate fuels. <i>Toxicology</i> 53, 301-314</p> <p>Deininger, G. et al (1991) Middle distillates: analytical investigations and mutagenicity studies. Report No. 412-1. Hamburg: DGMK</p> <p>EBSI (1998a) Alga toxicity test with <i>Skeletonemacostatum</i>.MRD-89-429. Study No. 142967SK. East Millstone NJ: Exxon Biomedical Sciences Inc.</p> <p>EBSI (1998b) Alga toxicity test.MRD-89-429. Study No. 142967. East Millstone NJ: Exxon Biomedical Sciences Inc.</p> <p>EBSI (1998c) Fish acute toxicity test with <i>Menidiaberyllina</i>.MRD-89-429. Study No. 142940MB. East Millstone NJ: Exxon Biomedical Sciences Inc.</p> <p>EBSI (1998d) Sheepshead minnow acute toxicity test.MRD-89-429. Study No.142961. East Millstone NJ: Exxon Biomedical Sciences Inc.</p> <p>Lee, C. (1993) Water insoluble biodegradation test report. Method development using CONCAWE reference gas oil: Phase III. East Millstone NJ: Exxon Biomedical Sciences Inc.</p> <p>McKee, R.H. et al (1994) Evaluation of the genetic toxicity of middle distillate fuels. <i>Environmental and Molecular Mutagenesis</i> 23, 234-238</p> <p>Mobil (1989a) Developmental toxicity study in rats exposed dermally to vacuum tower overheads (VTO) (CAS 64741-49-7). Mobil Environ. and Health Sci. Lab. Study No. 62328. Princeton NJ: Mobil Oil Corporation</p> <p>Mobil (1989b) Thirteen-week dermal administration of vacuum tower overheads to rats (CAS 64741-49-7). Mobil Environ. and Health Sci. Lab. Study No. 62326. Princeton NJ: Mobil Oil Corporation</p> <p>Mobil (1999) Determination of the aerobic ready biodegradability of Nigerian diesel fuel using the OECD 301F manometric respirometry test method. Study conducted by Ecotoxicology Laboratory. Mobil Business Resources Corp. Study No. 68246. Paulsboro NJ: Mobil Business Resources Corp.</p> <p>Redman, A. and Yadav, B. (2010) Aquatic toxicity predictions using the PETROTOX model for petroleum substance categories. Report prepared for CONCAWE. Mahwah NJ: HydroQual Inc.</p>
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1. Distribution of the substance
Sector(s) of use: SU 3: Industrial uses: Uses of substances as such or in mixtures at industrial sites
Control of environmental exposure: ERC 4: Industrial use of processing aids in processes and products, not becoming part of articles ERC 5: Industrial use resulting in inclusion into or onto a matrix ERC 6a: Industrial use resulting in manufacture of another substance (use of intermediates) ERC 6b: Industrial use of reactive processing aids ERC 6c: Industrial use of monomers for manufacture of thermoplastics ERC 6d: Industrial use of process regulators for polymerization processes in production of resins, rubbers, polymers ERC 7: Industrial use of substances in closed systems ESVOC SpERC 1.1b.v1:
Control of worker exposure: PROC 1: Use in closed process, no likelihood of exposure PROC 2: Use in closed, continuous process with occasional controlled exposure PROC 3: Use in closed batch process (synthesis or formulation) PROC 4: Use in batch and other process (synthesis) where opportunity for exposure arises PROC 8a: Transfer of substance or mixture (charging/discharging) from/to vessels/large containers at non-dedicated facilities PROC 8b: Transfer of substance or mixture (charging/discharging) from/to vessels/large containers at dedicated facilities PROC 9: Transfer of substance or mixture into small containers (dedicated filling line, including weighing) PROC 15: Use as laboratory reagent
Processes, tasks and activities covered by this ES: Bulk loading (including marine vessel/barge, rail/road car and IBC loading) and repacking (including drums and small packs) of substance, including its sampling, storage, unloading, maintenance and associated laboratory activities
2. Exposure Scenario
2.1. Contributing scenario controlling environmental exposure for distribution of the substance
Control of environmental exposure This section describes the release of the substance to the environment through distribution and repacking of the substance, and the measures which are expected to be taken to reduce and control the amount released to the environment
Product Characteristics
Substance is complex UVCB. Predominantly hydrophobic.
Amounts used Amount used per site (annual): 561,000 tonnes Amount used per site (daily): 190,000 kilograms
Frequency and duration of use Continuous use 300 emission days/year
Environment factors not influenced by risk management Local freshwater dilution factor: 10 Local marine water dilution factor: 100
Other given operational conditions affecting environmental exposure Release fraction to air from process (initial release prior to RMM): 0.01 Release fraction to wastewater from process (initial release prior to RMM): 0.0001 Release fraction to soil from process (initial release prior to RMM): 0.001
Technical conditions and measures at process level (source) to prevent release Common practices vary across sites thus conservative process release estimates used.
Technical onsite conditions and measures to reduce or limit discharges, air emissions and releases to soil Risk from environmental exposure is driven by human via indirect exposure (primarily ingestion). Prevent discharge of undissolved substance to or recover from onsite wastewater. No wastewater treatment required.

Provide extract ventilation to points where emissions occur. Use drum pumps where possible to reduce exposure from drum transfers. Where drum pumps cannot be used take particular care and use appropriate PPE to avoid exposure.						
Organisational measures to prevent/limit releases, dispersion and exposure						
Drain down systems and transfer lines prior to breaking containment. Drain down and flush equipment where possible prior to maintenance. Ensure relevant staff is informed of exposure potential and aware of basic actions to minimize exposures. Provide regular health surveillance as appropriate. Identify and implement corrective actions.						
Conditions and measures related to personal protection, hygiene and health evaluation						
Gloves (tested to EN374 standard) must be worn where contact with hands is possible.						
Additional good practice advice beyond the REACH CSA						
Note: The measures reported in this section have not been taken into account in the exposure estimates related to the exposure scenario above. They are not subject to obligation laid down in Article 37.						
Additional chemical resistant PPE (such as goggles, aprons, full body protection) should be provided based upon the level of exposure likely. Always consult an experienced occupational risk assessor prior to setting new operational procedures.						
3. Exposure estimation and reference to its source						
Environment:						
Predicted Environmental Concentrations (PEC) were calculated using the emission factors and values listed in section 2.1 of this annex. Calculations were performed using the computer model Petrorisk version 6. Values are taken from the REACH registration dossier and Chemical Safety Report (CSR).						
PEC air (mg/m ³)			2.4E-02			
PEC freshwater (mg/l)			1.8E-03			
PEC marine water (mg/l)			5.7E-05			
PEC freshwater sediment (mg/kg ww)			1.4E+00			
PEC marine sediment (mg/kg ww)			6.4E-02			
PEC agricultural soil (mg/kg ww)			1.7E-01			
PEC effluent (mg/l)			5.7E-03			
PEC sludge (mg/kg dw)			2.0E+01			
Workers:						
The exposure of workers from each PROC code activity (based upon the above scenario "Control of worker exposure"), is characterized quantitatively below. The values presented below have been calculated using the ECETOC Targeted Risk Assessment (TRA) tool.						
Dermal irritation:						
Dermal irritation has been assessed in a qualitative manner. Safe use is assumed where the following good practice instructions are adopted and practiced:						
Avoid direct skin contact with the product;						
Identify potential areas for indirect skin contact;						
Wear gloves (EN374) if direct hand contact with the substance or product is likely;						
Clean up contamination/spills as soon as they occur;						
Wash off skin contamination immediately, and;						
Provide basic employee training to prevent/minimize exposure and to report any skin effects that may develop.						
PROC code	Inhalation exposure from process (mg/m³)	LEV efficiency (%)	Predicted inhalation exposure (mg/m³)	Dermal exposure from process (mg/kg/d)	Dermal protection efficiency (%)	Predicted dermal exposure (mg/kg/d)
1	0.01	0	0.01	0.34	0	0.34
2	1	0	1	1.37	0	1.37
3	3	0	3	0.34	0	0.34
4	5	0	5	6.86	80	1.37
8a	10	80	2	13.71	90	1.37
8b	5	0	5	6.86	80	1.37
9	5	0	5	6.86	80	1.372
15	5	0	5	0.34	0	0.34
4. Guidance to DU to evaluate whether he works inside the boundaries set by the ES						

1. Formulation & (re)packaging of substance and mixtures
Sector(s) of use: SU 3: Industrial uses: Uses of substances as such or in mixtures at industrial sites SU 11: Manufacture of rubber products
Control of environmental exposure: ERC 2: Formulation of mixtures ESVOC SpERC 2.2.v1: Formulation & (re)packing of substances and mixtures (industrial): solvent-borne
Control of worker exposure: PROC 1: Use in closed process, no likelihood of exposure PROC 2: Use in closed, continuous process with occasional controlled exposure PROC 3: Use in closed batch process (synthesis or formulation) PROC 4: Use in batch and other process (synthesis) where opportunity for exposure arises PROC 5: Mixing or blending in batch processes for formulation or mixtures and articles (multistage and/or significant contact) PROC 8a: Transfer of substance or mixture (charging/discharging) from/to vessels/large containers at non-dedicated facilities PROC 8b: Transfer of substance or mixture (charging/discharging) from/to vessels/large containers at dedicated facilities PROC 9: Transfer of substance or mixture into small containers (dedicated filling line, including weighing) PROC 14: Production of mixtures or articles by tableting, compression, extrusion, pelletisation PROC 15: Use as laboratory reagent
Processes, tasks and activities covered by this ES: Formulation, packaging, and re-packaging of the substance and its mixtures in batch or continuous operations, including storage, materials transfers, mixing, tableting, compression, pelletisation, extrusion, large and small scale packing, maintenance, sampling and associated laboratory activities
2 Exposure Scenario
2.1 Contributing scenario controlling environmental exposure for formulation & (re)packaging of substance and mixtures
Control of environmental exposure This section describes the release of the substance to the environment through formulation and repacking of the substance, and the measures which are expected to be taken to reduce and control the amount released to the environment
Product Characteristics
Substance is complex UVCB. Predominantly hydrophobic.
Amounts used Amount used per site (annual): 3,000 tonnes Amount used per site (daily): 10,000 kilograms
Frequency and duration of use Continuous use 300 emission days/year
Environment factors not influenced by risk management Local freshwater dilution factor: 10 Local marine water dilution factor: 100
Other given operational conditions affecting environmental exposure Release factor to air from process (after typical onsite RMMs, consistent with EU Solvent Emissions Directive requirements): 1 Release fraction to wastewater from process (initial release prior to RMM): 0.002 Release fraction to soil from process (initial release prior to RMM): 0.01
Technical conditions and measures at process level (source) to prevent release Common practices vary across sites thus conservative process release estimates used.
Technical onsite conditions and measures to reduce or limit discharges, air emissions and releases to soil Risk from environmental exposure is driven by freshwater sediment. Prevent discharge of undissolved substance to or recover from onsite wastewater. Treat air emission to provide a typical removal efficiency of: 0% Treat onsite wastewater (prior to receiving water discharge) to provide the required removal efficiency \geq 59.9 %

Provide extract ventilation to points where emissions occur. Use drum pumps where possible to reduce exposure from drum transfers. Where drum pumps cannot be used take particular care and use appropriate PPE to avoid exposure.

Organizational measures to prevent/limit releases, dispersion and exposure
 Drain down systems and transfer lines prior to breaking containment. Drain down and flush equipment where possible prior to maintenance. Ensure relevant staff is informed of exposure potential and aware of basic actions to minimize exposures. Provide regular health surveillance as appropriate. Identify and implement corrective actions.

Conditions and measures related to personal protection, hygiene and health evaluation
 Gloves (tested to EN374 standard) must be worn where contact with hands is possible.

Additional good practice advice beyond the REACH CSA
 Note: The measures reported in this section have not been taken into account in the exposure estimates related to the exposure scenario above. They are not subject to obligation laid down in Article 37.
 Additional chemical resistant PPE (such as goggles, aprons, full body protection) should be provided based upon the level of exposure likely. Always consult an experienced occupational risk assessor prior to setting new operational procedures.

3. Exposure estimation and reference to its source

Environment:
 Predicted Environmental Concentrations (PEC) were calculated using the emission factors and values listed in section 2.1 of this annex. Calculations were performed using the computer model Petrorisk version 6. Values are taken from the REACH registration dossier and Chemical Safety Report (CSR).

PEC air (mg/m ³)	2.0E-02
PEC freshwater (mg/l)	1.5E-03
PEC marine water (mg/l)	2.8E-05
PEC freshwater sediment (mg/kg ww)	1.4E+00
PEC marine sediment (mg/kg ww)	6.3E-02
PEC agricultural soil (mg/kg ww)	1.7E-01
PEC effluent (mg/l)	2.8E-03
PEC sludge (mg/kg dw)	9.8E+00

Workers:
 The exposure of workers from each PROC code activity (based upon the above scenario "Control of worker exposure"), is characterized quantitatively below. The values presented below have been calculated using the ECETOC Targeted Risk Assessment (TRA) tool.
Dermal irritation:
 Dermal irritation has been assessed in a qualitative manner. Safe use is assumed where the following good practice instructions are adopted and practiced:
 Avoid direct skin contact with the product;
 Identify potential areas for indirect skin contact;
 Wear gloves (EN374) if direct hand contact with the substance or product is likely;
 Clean up contamination/spills as soon as they occur;
 Wash off skin contamination immediately, and;
 Provide basic employee training to prevent/minimize exposure and to report any skin effects that may develop.

PROC code	Inhalation exposure from process (mg/m ³)	LEV efficiency (%)	Predicted inhalation exposure (mg/m ³)	Dermal exposure from process (mg/kg/d)	Dermal protection efficiency (%)	Predicted dermal exposure (mg/kg/d)
1	0.01	0	0.01	0.03	0	0.03
2	1	0	1	1.37	0	1.37
3	3	0	3	0.34	0	0.34
4	5	0	5	6.86	80	1.37
5	25	90	2.5	13.71	90	1.37
8a	10	80	2	13.71	90	1.37
8b	5	0	5	6.86	80	1.37

	PROC 5, 8a: 90		value=PPE
RCRderm	PROC 1, 2, 4, 5, 8a, 8b, 9: 0.47 PROC 3, 15: 0.12 PROC 14: 0.24		D*PPE*ES RCRderm= actual RCRderm

Maximum allowable site tonnage (M_{safe}) based on release following total wastewater treatment removal: 5,000,000kg/day Assume domestic sewage treatment plant flow: 2000m ³ /d
Conditions and measures related to external treatment of waste for disposal
Combustion emissions limited by required exhaust emission controls. Combustion emissions considered regional exposure assessment.
Conditions and measures related to external recovery of waste
External recovery and recycling of waste should comply with applicable regulations.
Additional good practice advice beyond the REACH CSA Note: The measures reported in this section have not been taken into account in the exposure estimates related to the exposure scenario above. They are not subject to obligation laid down in Article 37 (4) of REACH. Thus, the downstream user is not obliged to i) carry out an own CSA and ii) to notify the use to the Agency, if he does not implement these measures.
Use specifics: additional measures to reduce the predicted exposure beyond the estimated level.
2.2 Contributing scenario controlling worker exposure for use as a fuel – industrial
Control of worker exposure
This section describes the release of the substance to the environment through the industrial use as a fuel, and the measures which are expected to be taken to reduce and control the amount released to the environment
Product Characteristics
Liquid product with potential for aerosol generation. Vapour pressure: <0.5 kPa Concentration of substance in product: 100%
Amounts used
Amount used per site (annual): 1,500,000 tonnes Amount used per site (daily): 500,000 kilograms
Frequency and duration of use
Daily use for all PROC activities. Durations specified for each PROC code: PROC 1, 2, 3, 8a, 8b & 16: >4 hours per day Covers daily exposures up to 8 hours
Human factors: not influenced by risk management
Hands, forearms, face, neck and hair are expected to be exposed during normal operating procedures.
Other given operational conditions affecting worker exposure
Indoor use. Assumes use at not more than 20 °C above ambient temperature. Assumes a good basic standard of occupational hygiene is implemented.
Technical conditions and measures at process level (source) to prevent release
PROC 1, 2 & 3: Closed processes PROC 8a: LEV (80% efficiency) PROC 8b: Enclosed transfers, vented transfer points PROC 16: Closed processes
Technical conditions and measures to control dispersion from source towards the worker
Provide extract ventilation to points where emissions occur. Use drum pumps where possible to reduce exposure from drum transfers. Where drum pumps cannot be used take particular care and use appropriate PPE to avoid exposure. Clean up contamination/spills as soon as they occur. Dispose of waste in accordance with regulatory requirements.
Organizational measures to prevent/limit releases, dispersion and exposure
Drain down systems and transfer lines prior to breaking containment. Drain down and flush equipment where possible prior to maintenance. Ensure relevant staff is informed of exposure potential and aware of basic actions to minimize exposures. Provide regular health surveillance as appropriate. Identify and implement corrective actions.
Conditions and measures related to personal protection, hygiene and health evaluation
Where there is the potential for exposure, ensure relevant staff are informed of exposure potential and aware of basic actions to minimize exposures. Gloves (tested to EN374 standard) must be worn where contact with hands is possible.

Emission days per year (E)	300		ES value/Actual value=E
Dilution factor (D)	Freshwater 10 Marine 100		Actual value/ES value=D
Release factor (R)	Wastewater: 3.6E-04		Actual value/ES value=R
Percentage substance removal from effluent (P)	Wastewater: 97.7		1-Actual value/1-ES value=P
RCR value	Freshwater: 8.0E-01 Marine water: 8.0E-02 Freshwater sediment: 9.1E-01 Marine sediment: 9.1E-02		A*E*D*R*P*RCR ES value=RCR actual

Workers:

Scaling may be necessary to account for differences between the worker exposure scenario in section 2 and the actual (site specific) use of the substance. The following table shows a simple scaling method. Where data is missing or actual (site specific) values are not available, the ES values can be used for calculation purposes. RCR values < 1 are considered to show safe use of the substance.

Parameter	ES value	Actual value	Safety scaling
Duration of exposure (hours) (D)	8		Actual value/8=D
LEV efficiency (%) (LEV)	PROC 1, 2, 3, 8b, 16: 0 PROC 8a: 80		Actual value/ES value=LEV
RPE efficiency (%) (RPE)	All PROC: 0		Actual value/ES value=RPE
RCRinh	PROC 1, 2, 3, 8a, 16: 0.01 PROC 8b: 0.07		D*LEV*RPE*ES RCRinh=actual RCRinh
PPE efficiency (%) (PPE)	PROC 1, 2, 3, 16: 0 PROC 8a: 90 PROC 8b: 80		Actual value/ES value=PPE
RCRderm	PROC 1, 2: 0.47 PROC 3, 16: 0.12 PROC 8a, 8b: 0.47		D*PPE*ES RCRderm=actual RCRderm

Conditions and measures related to external treatment of waste for disposal
Combustion emissions limited by required exhaust emission controls. Combustion emissions considered regional exposure assessment.
Conditions and measures related to external recovery of waste
External recovery and recycling of waste should comply with applicable regulations.
Additional good practice advice beyond the REACH CSA Note: The measures reported in this section have not been taken into account in the exposure estimates related to the exposure scenario above. They are not subject to obligation laid down in Article 37 (4) of REACH. Thus, the downstream user is not obliged to i) carry out an own CSA and ii) to notify the use to the Agency, if he does not implement these measures.
Use specifics: additional measures to reduce the predicted exposure beyond the estimated level.
2.2 Contributing scenario controlling worker exposure for formulation & (re)packaging of substance and mixtures
Control of worker exposure
This section describes the amount of the substance which may be exposed to workers through the professional use of the substance as fuel, and the measures which are expected to be taken to reduce the exposure amount.
Product Characteristics
Liquid product with potential for aerosol generation. Vapour pressure: <0.5 kPa Concentration of substance in product: 100%
Amounts used
Amount used per site (annual): 3340 tonnes Amount used per site (daily): 9.15 kilograms
Frequency and duration of use
Daily use for all PROC activities. Durations specified for each PROC code: PROC 1, 2, 3, 8a, 8b& 16: >4 hours per day Covers daily exposures up to 8 hours
Human factors not influenced by risk management
Hands, forearms, face, neck and hair are expected to be exposed during normal operating procedures.
Other given operational conditions affecting worker exposure
Indoor use. Assumes use at not more than 20 °C above ambient temperature. Assumes a good basic standard of occupational hygiene is implemented.
Technical conditions and measures at process level (source) to prevent release
PROC 1, 2 & 3: Closed processes. PROC 8a: LEV (80% efficiency) PROC 8b: Enclosed transfers, vented transfer points. PROC 16: Closed processes
Technical conditions and measures to control dispersion from source towards the worker
Provide extract ventilation to points where emissions occur. Use drum pumps where possible to reduce exposure from drum transfers. Where drum pumps cannot be used take particular care and use appropriate PPE to avoid exposure. Clean up contamination/spills as soon as they occur. Dispose of waste in accordance with regulatory requirements.
Organizational measures to prevent/limit releases, dispersion and exposure
Drain down systems and transfer lines prior to breaking containment. Drain down and flush equipment where possible prior to maintenance. Ensure relevant staff is informed of exposure potential and aware of basic actions to minimize exposures. Provide regular health surveillance as appropriate. Identify and implement corrective actions.
Conditions and measures related to personal protection, hygiene and health evaluation
Where there is the potential for exposure, ensure relevant staff are informed of exposure potential and aware of basic actions to minimize exposures. Gloves (tested to EN374 standard) must be worn where contact with hands is possible.
Additional good practice advice beyond the REACH CSA Note: The measures reported in this section have not been taken into account in the exposure estimates related to the exposure scenario above. They are not subject to obligation laid down in Article 37

RCR value	Freshwater: 4.3E-02 Marine water: 4.1E-04 Freshwater sediment: 5.0E-02 Marine sediment: 1.4E-03		$A * E * D * R * P * RCR \text{ ES value} = RCR \text{ actual}$
Workers: Scaling may be necessary to account for differences between the worker exposure scenario in section 2 and the actual (site specific) use of the substance. The following table shows a simple scaling method. Where data is missing or actual (site specific) values are not available, the ES values can be used for calculation purposes. RCR values <1 are considered to show safe use of the substance.			
Parameter	ES value	Actual value	Safety scaling
Duration of exposure (hours) (D)	8		Actual value/8=D
LEV efficiency (%) (LEV)	PROC 1, 2, 3, 8a, 8b: 0 PROC 16: 30		Actual value/ES value=LEV
RPE efficiency (%) (RP)	All PROC: 0		Actual value/ES value=RPE
RCRinh	PROC 1, 2, 3: 0.1 PROC 8a, 8b: 0.7 PROC 16: 0.2		$D * LEV * RPE * ES \text{ RCRinh} = \text{actual RCRinh}$
PPE efficiency (%) (PPE)	PROC 1, 2, 3, 16: 0 PROC 8a: 90 PROC 8b: 80		Actual value/ES value=PPE
RCRderm	PROC 1, 2: 0.46 PROC 3, 16: 0.12 PROC 8a, 8b: 0.47		$D * PPE * ES \text{ RCRderm} = \text{actual RCRderm}$

SEALED BID • DO NOT OPEN

SEALED BID NO.: 145-0387-B(PF)
BID TITLE: Fuel: Gasoline & Diesel (Co-op)
DUE DATE/TIME: September 15, 2015 @ 3:00 P.M.
SUBMIT BY: Petroleum Traders Corporation

DELIVER

RECEIVED
15 SEP 10 AM 10:34
PURCHASING
DEPARTMENT

#1