

WAKULLA COUNTY
BOARD OF COUNTY COMMISSIONERS



INVITATION TO BID NO: 2016-08

FUEL FOR COUNTY VEHICLES AND EQUIPMENT

BID ADVERTISE DATE: August 14, 2016
BID RESPONSES ARE DUE BY: September 7, 2:00 P.M., EST
BID OPENING DATE: September 7, 2016, 2:00 P.M., EST

MAIL OR DELIVER BID RESPONSES TO:
Wakulla County Board of County Commissioners
3093 Crawfordville Highway
PO Box 1263
Crawfordville, FL 32327

Contact:
Nannette Watts
nwatts@mywakulla.com
Office: (850) 745-7715

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

CALENDAR OF EVENTS

All times listed in Calendar of Events are Eastern Daylight Time.

EVENT	DATE & LOCATION
ITB Released and Advertised	August 14, 2016
NO PRE-BID MEETING WILL BE HELD FOR THIS PROJECT	
Technical Questions Due from Prospective Respondents	August 29, 2016
Responses to Technical Questions Posted	August 31, 2016
Bids Due and Opened (NO FAX ACCEPTED)	September 7, 2016 @ 2:00 p.m.
Posting of Intended Award	September 8, 2016
Board Consideration	September 19, 2016
Anticipated Start Date	October 15, 2016

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

OVERVIEW

Wakulla County Board of County Commissioners ("County") is seeking bids from qualified firms or individuals ("Bidder") for the provision of providing **Fuel for County Vehicles and Equipment** Services ("Services") for all Wakulla County offices that fall under the Board of County Commissioner Umbrella. All Services shall be performed pursuant to this ITB, addendums, and any attachments (collectively "ITB") and the executed contract with the successful Bidder. Bids shall be clearly and concisely written to outline approach and delivery of such Services, experience, and qualifications of staff for the provision of Services that will best assist County.

While every effort is made to ensure the accuracy and completeness of information in the ITB, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the ITB. It is the responsibility of the Bidder to include in its Bid all pertinent information in accordance with the objectives of the ITB.

Bidders interested in providing Services are instructed to submit three (2) copies and one (1) original of its Bid in accordance with the ITB, prior to 2:00 p.m. EDT, on September 7, 2016, to the Procurement Office at 3093 Crawfordville Highway, Crawfordville, FL 32327. Proposals received after this date and time will not be considered and shall be returned unopened.

The ITB and any addenda issued will be made available on the Wakulla County website at <http://www.mywakulla.com> or by contacting the County at 850-745-7715. All questions pertaining to this ITB should be submitted, in writing in accordance with ITB instructions.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

TABLE OF CONTENTS

INTENT AND GENERAL INFORMATION

SECTION 1.0 STANDARD TERMS AND CONDITIONS (STAC)

- 1.1 Conformity with the ITB
- 1.2 Definitions
- 1.3 Issuance of Addenda
- 1.4 Florida Public Records Law and Confidentiality
- 1.5 Right to Protest
- 1.6 Requests for Clarification and Assistance
- 1.7 ADA - Special Accommodations
- 1.8 Bidder's Responsibility
- 1.9 Indemnification and Hold Harmless
- 1.10 Right of Rejection
- 1.11 Public Entity Crimes
- 1.12 Small, Minority and Women-owned Business Enterprise
- 1.13 Equal Employment Opportunity and Affirmative Action Statement
- 1.14 Local Preference – **NOT APPLICABLE TO THIS ITB**
- 1.15 Drug Free Workplace
- 1.16 Conflicts of Interest
- 1.17 Non-Collusion
- 1.18 Ethical Business Practices
- 1.19 Subcontracting
- 1.20 Withdrawal of Bids
- 1.21 Status of Contractor
- 1.22 Registered to Do Business in the State of Florida
- 1.23 Debarment and Suspension
- 1.24 Employment Eligibility Verification
- 1.25 Venue
- 1.26 Construction
- 1.27 Order of Precedence
- 1.28 Term of the Contract and Termination
- 1.29 Liquidated Damages - **NOT APPLICABLE TO THIS ITB**

SECTION 2.0 CONE OF SILENCE

SECTION 3.0 BOND REQUIREMENTS – NOT APPLICABLE TO THIS ITB

SECTION 4.0 INSURANCE REQUIREMENTS

SECTION 5.0 SCHEDULE OF EVENTS

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

SECTION 6.0 SCOPE OF SERVICES (SOS)

SECTION 7.0 BID RESPONSE REQUIREMENTS

SECTION 8.0 BID OPENING

SECTION 9.0 EVALUTION OF BIDS AND SELECTION PROCESS

SECTION 10.0 INTENT TO AWARD AND CONTRACT EXECUTION

APPENDICES:

- A. Bid Proposal Transmittal Form (to be on Bidders Letterhead)
- B. Checklist of Required Forms, Documents, Certifications
- C. Required Forms and Certifications
- D. Continuing Services Agreement – **DRAFT**

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

INTENT AND GENERAL INFORMATION

Wakulla County, Florida Invitation to Bid (ITB) 2016-08, is soliciting bids for **Fuel for County Vehicles and Equipment** (the “Work”).

It is the intent of this ITB to enter into a Contract with the successful Bidder to begin on October 15, 2016 – with the approval of the Board of County Commissioners.

Firms interested in preparing a bid for this ITB must complete the requirements set forth herein, including attached documents and documents incorporated by reference (collectively referred to as the “ITB”). Under the bid process of Wakulla County, the conditions set forth herein are binding on the Bidder as confirmed by the signature of an officer on the cover letter transmitting their Bid to the County in response to this ITB.

The County reserves the right to reject any Bid found to be non-responsive, vague, or non-conforming. The County also reserves the right at any time to withdraw all or part of this ITB in order to protect its best interests. The County is not liable for any costs incurred by the Bidder in preparing its response, nor is a response an offer to contract with any Bidder. Pursuant to Chapter 119, Florida Statutes (FS), all responses are subject to Florida’s public records laws.

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

SECTION 1.0 STANDARD TERMS AND CONDITIONS (STAC)

1.1 Conformity and adherence to the terms and conditions of this ITB shall be a consideration by the selection committee as part of its process.

1.2 Definitions

General terms used throughout this ITB are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

1.2.1 **Area Business** means a business that has both a fixed office or distribution point located in and having a street address within Franklin County, Jefferson County, Leon County, or Liberty County currently and for the six (6) month period immediately preceding the issuance of the invitation to bid or request for proposals or other procurement document by the County and a current business tax receipt issued by the appropriate county for said business, if required; and at least one (1) full time employee whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County, or two (2) part-time employees whose primary residences are in Franklin County, Jefferson County, Leon County, or Liberty County, or, if the business has no employees, the business shall be at least fifty percent (50%) owned by one or more persons whose primary residence is in Franklin County, Jefferson County, Leon County, or Liberty County.

1.2.2 **Award** means the determination of a successful Bidder(s) in response to this ITB, resulting in an offer of a Contract to perform the services pursuant to the ITB and their bid.

1.2.3 **County** means the Wakulla Board of County Commissioners (BOCC) and its employees.

1.2.4 **Contract** means the legally enforceable document agreed to and signed by the County and successful Bidder(s) (collectively referred to as the "Parties"), also referred to as the "Continuing Services Agreement."

1.2.5 **ITB** means this document, its attachments and any document hereinafter incorporated by reference.

1.2.6 **Bidder** means any firm, individual or organization submitting a Bid in response to this ITB.

1.2.7 **SOS** means Scope of Services

1.2.8 **Successful Bidder** means a Bidder who is awarded a Contract as result of the Bid submitted in response to this ITB.

1.2.9 **Bid Bond-NOT USED**

1.2.10 **Payment Bond-NOT USED**

1.2.11 **Wakulla Local Business**—means a business that has a current business tax receipt issued by Wakulla County, if required, and has its principal office located within Wakulla County currently and for the six (6) month period immediately preceding submission of a response to a competitive procurement.

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

1.2.12 **Wakulla Associated Businesses** A business that meets one of the following: (1) has both a fixed office or distribution point located in and having a street address within Wakulla County currently and for the six-month period immediately preceding the issuance of the competitive procurement and a current business tax receipt issued by the appropriate county for said business, if required; and at least one full-time employee whose primary residence is in Wakulla County, or two part-time employees whose primary residences are in Wakulla County, or, if the business has no employees, the business shall be at least 50 percent owned by one or more persons whose primary residence is in Wakulla County; or (2) commits in its response to the county's competitive procurement to utilize a Wakulla local business as a subcontractor or material supplier for at least 35 percent of the total contract amount.

1.2.13 **Work** means the scope of services outlined in Section 6.0 hereof.

1.3 Issuance of Addenda

1.3.1. If this ITB is amended, the County will issue an appropriate addendum to the ITB. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

1.4 Florida Public Records Law and Confidentiality

1.4.1. By submitting a Bid in response to this ITB, a Bidder acknowledges that the County is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Bidder further acknowledges that any materials or documents provided to the County may be "public records" and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

1.4.2 Should the Bidder provide the County with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Bidder shall indicate that belief by typing or printing, in bold letters, the phrase "PROPRIETARY INFORMATION" on the face of each affected page of such materials. The Bidder shall submit to the County both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Bidder fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

1.4.3 Should any person request to examine or copy any material so designated, and provided the affected Bidder has otherwise fully complied with this provision, the County, in reliance on the representations of the Bidder, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the County shall notify the Bidder of that request, and the Bidder shall reply to such notification, in writing that must be received by the County no later than 4:00 p.m., EST, of the second County business day following Bidder's receipt of such notification, either permitting or refusing to permit such disclosure or copying.

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

1.4.4 Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Bidder refuses to permit disclosure or copying, the Bidder agrees to, and shall, hold harmless and indemnify the County for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the County, or assessed or awarded against the County, in regard to the County's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Bidder is not initially named as a party, the Bidder shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any Bid submitted by a Bidder in response to this ITB and shall constitute the County's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the County.

1.5 Right to Protest

Any Bidder who desires to formally protest shall follow the procedures outlined in Wakulla County, Part II – Code of Ordinances, Chapter 2 –Administration, Article 6 – Purchasing Section 2.255(f)) – Competitive Procurements, which is incorporated by reference.

1.6 Requests for Clarification and Assistance

All inquiries and questions concerning this ITB must be in writing (e-mail is acceptable) and received in accordance with Section 5.0, Schedule of Events and must be directed to:

Questions: Nannette Watts
nwatts@mywakulla.com

Mailing Address: Wakulla County Board of County Commissioners
ATTN: **(ITB No.2016-08)**
P.O. Box 1263
3093 Crawfordville Highway
Crawfordville, FL 32327

Questions and responses will be posted on the County's Website and, if necessary, an Addendum issued.

1.7 ADA - Special Accommodations

Any person requiring special accommodations by the County due to a disability should call the County Purchasing Office at least two (2) working days prior to any pre-response conference, response opening, or meeting. If you are hearing or speech impaired, please contact the Board's Purchasing Office by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD). Purchasing Office telephone number is: 850-926-0919.

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

1.8 Bidders Responsibility

- 1.8.1 It is understood and the Bidder hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this ITB.
- 1.8.2 Failure by the Bidder to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.
- 1.8.3 Bidders are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Bidder's risk.

1.9 Indemnification and Hold Harmless (ref: Appendix C-1)

- 1.9.1 The Bidder agrees to indemnify and hold the County, its officers, agents, and employees, harmless for any and all claims, liability, losses and causes of action that may arise out of its fulfillment of the Contract. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, errors or omissions of the Bidder employees and/or agents.
- 1.9.2 In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Bidder's failure to purchase or maintain the required insurance, the Bidder shall indemnify the County from any and all increased expenses from such delay.
- 1.9.3 The first ten dollars (\$10.00) of remuneration paid to the Bidder is for the indemnification provided above.

1.10 Right of Rejection

The County reserves the right to reject any and all Bids or to waive informalities and negotiate with the apparent lowest, responsive, qualified and responsible Bidder. Furthermore, the County reserves the right to withdraw this ITB at any time prior to final award and execution of a Contract. The County is not liable for any costs incurred by a Bidder prior to full execution of the Contract.

1.11 Public Entity Crimes (ref: Appendix C-2)

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid or contract to provide any goods or services to a public entity, may not submit a Bid or contract with a public entity for the construction or repair of a public building or a public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for CATEGORY TWO

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

(\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the County within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

1.12 Small, Minority and Woman-owned Business Enterprise

Certification as a minority business enterprise for the purpose of this ITB is defined by the Florida Small and Minority Business Assistance Act. Bidders certified by the State of Florida should include a copy of the certification.

1.13 Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)

1.13.1 The County certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.13.2. Any business submitting a Bid in response is required to be an Equal Employment Opportunity/Affirmative Action employer and require the same of any subcontractors hired under pursuant to the ITB. Each Bidder will sign and submit with its Bid an Equal Employment Opportunity/Affirmative Action Statement.

1.14 Local Preference – NOT USED

1.15 Drug Free Workplace (ref: Appendix C-4)

1.15.1 The County certifies that it is a Drug Free Workplace.

1.15.2 Each Bidder shall be required to sign and submit with its Bid an Affidavit certifying that the Bidder complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.15.3 Preference shall be given to Bidders with drug-free workplace programs. In order to have a drug-free workplace program, a Bidder shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under this ITB of a copy of the statement specified in subsection (a) above.
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this ITB, the employee

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.

e. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

1.16 Conflicts of Interest (ref: Appendix C-5)

1.16.1. An award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Bidders must disclose with their Bid whether any officer, director, employee or agent is also an officer or an employee of the BOCC. All Bidders must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliates. All Bidders must also disclose the name of any employee, agent, lobbyist, previous employee of the COUNTY, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the action of the COUNTY in connection with this procurement.

1.17 Non-Collusion (ref: Appendix C-6)

Each Bidder is required to sign and have notarized by a Florida Notary a "Non-collusion Affidavit."

1.18 Ethical Business Practices (ref: Appendix C-7)

1.18.1 The County reserves the right to deny award or immediately suspend any contract resulting from this ITB or Bid, pending final determination of charges of unethical business practices. At its sole discretion, the County may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.18.2 **Gratuities.** It shall be unethical for any person to offer, give or agree to give any County employee, or for any County employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any ITB or Bid thereof.

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

1.18.3 Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.18.4 A Bidder is required to certify an Ethics Clause and submit with its Bid. (**ref: Appendix C-7**)

1.19 Subcontracting (ref: Appendix C-8)

1.19.1 Firms submitting a Bid may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Bid and the Contract.

1.19.2 Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the County.

1.19.3 All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

1.19.4 A Bidder must list any proposed subcontractors with addresses, contact information and services they will provide and submit with its Bid.

1.19.5 The Bidder shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Bidder has reasonable objection.

1.19.6 The Bidder shall not award work to Subcontractor(s) in excess of 50% of the base contract.

1.20 Withdrawal of Bids

A Bid may be withdrawn only by written notification from the Bidder prior to the time fixed for the opening of Bids. Negligence on the part of the Bidder in preparing the Bid confers no right for withdrawal of the Bid after it has been opened.

1.21 Status of Contractor

The Bidder shall, at all times relevant to a contract as a result of this ITB, be an independent contractor and in no event shall the Bidder, nor any employees or subcontractors under it, be considered to be employees of the County.

1.22 Registered to Do Business in the State of Florida

A Bidder seeking to do business with the County shall, at the time of submitting a Bid, be appropriately registered with the Department of State in accordance with the

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

provisions of Chapters 605, 607, 617, or 620 Florida Statutes, as applicable. For further information on required filing and forms, please go to the following sites: <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>.

1.23 Debarment and Suspension (ref: Appendix C-9)

Bidders are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from covered transactions by any governmental agency.

1.24 Employment Eligibility Verification (ref: Appendix C-10)

1.24.1 The successful Bidder shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Bidder during the Contract term, and shall expressly require same of subcontractors.

1.24.2 The successful Bidder agrees to maintain records of its participation, proof of verification of employees hired to provide Services pursuant to this ITB and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the County or other authorized federal or state entity consistent with the terms of this ITB and Contract.

1.25 Venue

Venue for all actions arising under the ITB and subsequent Contract shall lie in Wakulla County, Florida, United States.

1.26 Construction

The validity, construction, and effect of this ITB and subsequent Contract shall be governed by the Laws of the State of Florida.

1.27 Order of Precedence

The provisions of the ITB, successful firm's Bid and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the ITB and Contract. In the event of an inconsistency, the Order of Precedence shall be followed:

- a. Laws of Florida
- b. County Policies and Procedures
- c. ITB and all of its addendums and attachments
- d. Successful firm's Bid

1.28 Term of the Contract and Termination

1.28.1 Upon award the Contract shall commence on October 15, 2016 (after the execution by all parties) and **shall expire three (3) calendar years from such date of execution.**

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

1.28.2 The County may terminate the Contract in accordance with its terms. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

1.29 Liquidated Damages: Not Applicable

SECTION 2.0 CONE OF SILENCE

2.1 A Cone of Silence will be in effect for this ITB beginning with the advertisement/release date, **August 14, 2016**.

2.2 The prospective Bidder shall not have any communication with any County personnel regarding this ITB or project. No interpretation of the meaning of the plans, specifications or ITB shall be made to a Bidder orally. Any such oral or other interpretations or clarifications shall be without legal effect.

2.3 All requests for interpretations or clarifications shall be in writing, addressed to the COUNTY, to be given consideration. All such request for interpretations or clarifications must be received in writing in accordance with Section 5.0, Schedule of Events. Any and all such interpretations and supplemental instructions shall be in the form of a written addendum which, if issued, shall be posted on the County's website on the date indicated in Section 5.0, Schedule of Events. Such written addenda shall be binding on the Bidder and shall become a part of the ITB Document(s).

SECTION 3.0 BOND REQUIREMENTS - NOT REQUIRED

SECTION 4.0 INSURANCE REQUIREMENTS

4.1 GENERAL

Prior to commencing work, the Bidder(s) shall procure and maintain at its own cost and expense for the duration of the Contract the following insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or services hereunder by the Bidder, his agents, representatives, employees or subcontractors.

a. **Comprehensive Automobile Liability Insurance** – In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with \$100,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

b. **Commercial General/Umbrella Liability Insurance** - \$1,000,000 limit per occurrence for property damage and bodily injury. The service provider should

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

indicate in its Bid whether the coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations
 - Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
 - Products/Completed Operations
 - Contractual
 - Independent Contractors
 - Broad Form Property Damage
 - Personal Injury
- c. **Business Automobile/Umbrella Liability Insurance** - \$100,000 limit per accident for property damage and personal injury resulting from any one occurrence.
- Owned/Leased Autos
 - Non-owned Autos
 - Hired Autos
- d. **Workers' Compensation and Employers'/Umbrella Liability Insurance**
- Workers' Compensation coverage with benefits and monetary limits as set forth in Chapter 440, Florida Statutes.
 - This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident.
 - Workers' Compensation coverage is required as a condition of performing work or services for the County unless the Bidder is otherwise required by law to provide such coverage.
 - The insurer shall agree to waive all rights of subrogation against the County, members of their Commissions, boards, and committees, officers, agents, employees and volunteers for losses arising from activities and operations of Bidder in the performance of services under the Contract.

4.2 All Coverage

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the County.
- b. If a Bidder, for any reason, fails to maintain insurance coverage which is required pursuant to the Contract, the same shall be deemed a material breach of the Contract. County, at its sole option, may terminate their respective Contract and obtain damages from the Bidder resulting from said breach.
- c. Alternatively, County may purchase such required insurance coverage (but has no special obligation to do so), and without further notice to Bidder, County may

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

deduct from sums due to Bidder any premium costs advanced by County for such insurance.

- d. County must be named as "additional insured" on all policies, excluding professional liability and worker's compensation policies. All policies shall contain a waiver of subrogation in favor of Wakulla County and shall be endorsed to provide defense coverage obligations.

4.3 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retention's must be declared to and approved by the County. At the option of the County, the insurer shall reduce or eliminate such deductibles or self-insured retentions to the County, members of its County Commission, boards, and committees, officers, agents, employees and volunteers; or the Bidder shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expenses.

4.4 Acceptability of Insurers

Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service.

4.5 Verification of Insurance Coverage (ref: Appendix C-11)

Bidder shall furnish the County with certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the County before work commences.

4.6 Subcontractors

The Bidder shall include each of its subcontractors as insured under the policies of insurance required herein.

SECTION 5.0 SCHEDULE OF EVENTS

All times listed in the Schedule of Events Are Eastern Standard Time (EST).

<i>Event</i>	<i>Date/Time</i>
<i>Release of Invitation to Bid</i>	<i>August 14, 2016</i>
<i>Technical Questions Due from Prospective Bidder</i>	<i>August 29, 2016</i>
<i>Responses to technical questions due</i>	<i>August 31, 2016</i>
<i>BIDS DUE TO BOCC and BID OPENING</i>	<i>Thursday, September 7, 2016 - 2:00 p.m.</i>
<i>Posting of Intended Award</i>	<i>September 8, 2016</i>
<i>Board Consideration of Intended Award</i>	<i>September 19, 2016</i>
<i>Anticipated beginning of contract</i>	<i>October 15, 2016</i>

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

- 5.1 An addendum to this ITB will be issued if any of the date(s) and/or time change, unless the date(s) fall after the date the ITB Bid(s) are due. Specific dates/time will be determined at each phase.

SECTION 6.0 SCOPE OF SERVICES

6.1 Project Scope and Definitions

The successful bidder shall have the proven ability to provide the Services required pursuant to this ITB and in particular the following specific requirements and conditions.

6.2 Scope of Services

- 6.2.1 The awarded supplier will be required to supply and deliver fuel to the Wakulla County's facilities on an as-needed basis. The types of fuel included in this bid are 89 octane mid-grade gasoline and Ultra-Low Sulphur diesel.
- 6.2.2 Fuel costs shall be based on the daily average rate for the OPIS Terminal plus a firm fixed markup fee per gallon.
- 6.2.3 The gasoline to be furnished under this contract shall conform to all applicable A.S.T.M. and Society of Automotive Engineers (SAE) standards and must be of a quality equal to similar products furnished to the retail market.
- 6.2.4 The supplier agrees to consider Wakulla County's needs on a first and highest priority basis during any official emergency condition. This condition is set forth to ensure adequate functioning of the County's Emergency Services including Police, Fire and Public Works. In the event of an emergency, additional deliveries may be required by the County until the emergency condition no longer exists.
- 6.2.5 The County has above ground storage tanks with storage for 12,000 gallons of mid-grade gasoline and 6,000 gallons of Ultra-Low Sulphur diesel. On average, the County purchases approximately 145,000 gallons of mid-grade gasoline and 70,000 gallons of Ultra-Low diesel.
- 6.2.6 Awarded vendor must provide a copy of the Daily OPIS Index Newsletter during the full term of the contract resulting from this ITB, showing the daily OPIS Rack Average price for the terminal where vendor purchased the fuel, for the dates of fuel delivery.
- 6.2.7 The Vendor shall keep an adequate supply of gasoline and diesel fuel available to fill requirements at all times. Vendor shall be able to make deliveries with 24 hour notice.
- 6.2.8 Wakulla County will not pay the Federal Excise Tax on fuel purchases. Vendor is responsible for applying directly for applicable R.E.T. reimbursements.

6.3 Project Information:

Project Identification: Fuel for County Vehicles and Equipment

Project Location: Wakulla County, Public Works Department

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

Owner: Wakulla County Board of County Commissioners, 3093 Crawfordville Highway, Crawfordville, FL 32326.

Owner's Representative: Brent Pell, Project Manager 850-926-7616.

6.4 **Type of Contract:** This project will be constructed under a prime contract as Fuel for County Vehicles and Equipment

6.5 **Phased Construction** - NOT USED

6.6 **Work by Owner:** Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

6.7 **Work under Separate Contract**

General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts, including work being performed by Wakulla County.

6.8 **Future Work - Not Applicable**

6.9 **Purchase Contracts -Not Applicable**

6.10 **Contractor Furnished Owner Installed Products -Not Applicable**

6.11 **Access to Site – Not applicable**

6.12 **Coordination with Occupants - Not Applicable**

6.13 **Work Restrictions - Not Applicable**

6.14 **Specification and Drawing Conventions – Not Applicable**

SECTION 7.0 BID RESPONSE REQUIREMENTS

7.1 **Overview**

7.1.1 The County has established certain mandatory requirements that must be included as part of any Bid. The use of the terms “shall,” “must,” or “will” (except to indicate simple futurity) in this ITB indicates a mandatory requirement or condition. The

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

words “should” or “may” in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a Bid.

7.1.2 Bids not meeting all material requirements of this request or which fail to provide all required information, documents, or materials such as request forms, bonds, etc., will be rejected as non-responsive. Material requirements of the bid are those set forth as mandatory, or without which an adequate analysis and comparison of replies is impossible, or those which affect the competitiveness of replies or the cost to the County. A Bidder’s whose Bid, past performance or current status that does not reflect the capability, integrity or reliability to perform fully and in good faith the requirements of the Contract may be rejected as non-responsible.

7.1.3 The County reserves the right to determine which Bids meet the material requirements of the ITB and which Bids are responsible and/or responsive. Further, the Board of County Commissioners may reject any and all Bids and seek new Bids when it is in the best interest of the County to do so.

7.1.4 The Bid form is included with the Bidding Documents. All blanks on the Bid form shall be completed in ink and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each Bid item, and unit price item listed therein, or the words “No Bid,” “No Change,” or “Not Applicable” entered.

7.1.5 A Bid by a corporation shall be executed in the corporate name by the president or a Vice-president or other corporate officer accompanied by evidence of authority to Sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be provided on the Bid Form.

A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be provided on the Bid Form.

A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.

A Bid by an individual shall show the Bidder’s name and business address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be provided on the Bid Form.

7.1.6 All names shall be printed in ink below the signatures.

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

- 7.1.7 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers and dates of which shall be filled in on the Bid form.
- 7.1.8 The postal and email addresses and telephone number for communication regarding the Bid shall be shown.
- 7.1.9. The Bid shall contain evidence of Bidder's authority and qualification to do business in the state or locality where the Project is located or Bidder shall covenant in writing to obtain such qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

7.2 Instructions to Bidders

- 7.2.1 The Bid should address the requirements in a clear and concise manner in the order stated herein.
- 7.2.2 The County reserves the right to seek additional/supplemental representation on specific issues as needed.
- 7.2.3 Bids must be typed or completed in ink. No changes in or corrections to Bids will be allowed after the Bids are opened.
- 7.2.4 The signer of the Bid must declare that the Bid in all respects fair and in good faith without collusion or fraud and that the signer of the Bid has the authority to bind the principal Bidder.
- 7.2.5 The County shall not be liable for any costs incurred by Bidder prior to entering into a contract. Therefore, all Bidders are encouraged to provide a simple, straightforward, and concise description of their ability to meet the ITB requirements.
- 7.2.6 Bids must be tabbed as follows and must include the information/documents specified in the applicable tab. Bids that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County.

7.3 BID CONSTRUCTION

- 7.3.1 Bidder's shall construct its Bid in the following format as outlined and a tab must separate each section as prescribed.
- 7.3.2 The Bid and all attachments shall be bound and submitted in a sealed envelope (or other packaging), provide an original, so identified and **two (2) complete copies** (one original and two copies) of the Bid for services defined herein for the term of the contract.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

***COVER PAGE OF BID SUBMITTAL SHOULD BE THE TRANSMITTAL LETTER ON THE FIRMS LETTERHEAD
(Re: Appendix A)***

TAB 1 – QUALIFICATIONS, EXPERIENCE AND ABILITY OF PROFESSIONAL PERSONNEL

Provide an organizational profile of the firm years of experience with the firm and any professional certificates or licenses held.

TAB 2 – EXPERIENCE FOR SIMILAR PROJECTS

Provide a list of each similar project worked on within the last five (5) years, which must include the project description, location, date and team members.

TAB 3 – CLIENT REFERENCES (ref: Appendix C-12)

REFERENCES: Provide a list of references and letters of reference from clients on similar projects.

TAB 4 – SUBCONTRACTORS (ref: Appendix C-8)

At a minimum name ALL subcontractors (to include prime and sub-contractors) that will potentially be used for this project, the services and percentage of such services to be provided.

TAB 5 - REQUIRED DOCUMENTS AND CERTIFICATIONS

Refer to the Appendices for a checklist and list of all required documents and certifications to be included under Tab 6. (Should include C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-9, C-10, C-11, C-14)

TAB 6 – BID PROPOSAL AND COST SHEET (ref: Appendix C-13)

Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule

The total of all bid prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with paragraph 11.03 of the Contract Agreement.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

7.3 Delivery of Bids

7.3.1 All **Bids** must be bound and delivered **SEALED** to the County at the address shown below in section 7.3.2, no later than the time and date set for receipt of Bids in Section 5.0, Schedule of Events. Failure to comply with this or any other paragraph of this ITB shall be sufficient reason for rejection of the Bid.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

7.3.2 Deliver OR mail the **BID in an** envelope/package to:

**WAKULLA COUNTY PURCHASING OFFICE
ATTN: ITB # 2016-08
3093 CRAWFORDVILLE HIGHWAY
P.O. BOX 1263
CRAWFORDVILLE, FL 32326**

7.3.3 The front lower left corner of each **SEALED** envelope/package shall contain the following information for proper identification:

<p><u>BID</u> ITB # 2016-08 FUEL FOR COUNTY VEHICLES AND EQUIPMENT DUE NO LATER THAN: SEPTEMBER 7, 2016 @ 2:00 PM, EST</p>
--

- a. For time and date set for receipt of Bids see Section 5.0, Schedule of Events.
- b. Include name and address of Bidder on each sealed envelope/package.
- c. Number each sealed package sequentially, i.e., "1 of 3", "2 of 3", "3 of 3".

7.3.4 All Bids received will be recorded and date stamped at the Wakulla County office located at 3093 Crawfordville Highway, Crawfordville, Florida. The responsibility for submitting the Bid to the County Procurement Office no later than the specified time and date is solely that of the Bidder. The County will in no way be responsible for delays in mail delivery or delays caused for any other occurrence.

7.3.5 Submission of Bids by fax or other electronic means will not be accepted. Late Bids will not be accepted, i.e., any Bid submitted/received after SEPTEMBER 7, 2016 2:00 p.m. EST

SECTION 8.0 BID OPENING

8.1 All Bids will be opened on the date and time indicated in **Section 5.0, Schedule of Events** (i.e., date Bids are due) or as modified by addendum.

SECTION 9.0 EVALUATION OF BIDS AND SELECTION PROCESS

9.1 Bidders to this ITB who satisfy the required qualifications and are deemed to be responsive, responsible bids will be considered.

9.2 As provided in Section 2.255 of the Wakulla County Code, the County may consider the following factors in addition to price when determining whether a Bidder is responsive and responsible:

1. Ability, capacity and skill of the Bidder to perform the contract.

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

2. Whether the Bidder can perform the contract within the time specified, without delay, interference, or conflict with current workload.
3. Character, integrity, reputation, judgment, experience and efficiency of the Bidder.
4. Quality of performance of previous contracts.
5. Previous and existing compliance by the vendor with laws and regulations relating to the contract.
6. Sufficiency of the financial resources and ability of the vendor to perform the contract or provide the Work.
7. Quality, availability and adaptability of the supplies or contractual services to the particular use required.
8. Ability of the Bidder to provide further maintenance and service for the use of the subject of the contract, if applicable.
9. Number and scope of conditions attached to the bid or quote.
10. Qualifications of personnel, licensing and corporate qualifications.
11. Evidence of improper litigation.
12. Use of one or more subcontractors with a record of poor performance.

For the purposes of this section, the county may consider evidence from the ten-year period preceding the subject bid.

- 9.3 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Agreement.

If the Contract is to be awarded, Owner will award the Contract to the responsible Bidder whose Bid, conforming with all the material terms and conditions of the Instructions to Bidders, is lowest, price and other factors considered. If detailed in the bid form, factors such as discounts, transportation costs, and life cycle costs may be used to determine which bidder, if any, is to offer the award.

9.4 Responses to this ITB not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. In the best interest of the County, the Wakulla Board of County Commissioners' reserve the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Respondents are cautioned to make no assumptions unless their response as been deemed responsive.

9.5 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Contract with the other Contract Agreement which are identified in the Contract as attached thereto. Within two (2) days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Contract and attached documents to Owner. Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

SECTION 10.0 INTENT TO AWARD AND CONTRACT EXECUTION

10.1 The County reserves the right to incorporate the successful Bid into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.

10.2 The construction, interpretation, and performance of this ITB, and all transactions under it shall be governed by the laws of the State of Florida and Wakulla County. The Contract shall include all terms and conditions of this ITB, any addenda, response, and the County's contract issued as a result of this ITB.

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

10.3 The selected Bidder will be required to assume responsibility for all services offered in the Bid. The County will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

10.4 After successful posting of the INTENT TO AWARD for 72 hours on the County's website, the County will negotiate a contract with the successful Bidder(s) in accordance with County policy, Florida Law, this ITB and the successful Bidder's Bid.

APPENDICES

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX A
PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)

The Board of County Commissioners, Wakulla County, reserves the right to accept or reject any and/or all proposals in the best interest of Wakulla County.

RALPH THOMAS
Chairman

This proposal is submitted by the below named firm/individual by the undersigned authorized representative.

_____ (Firm Name)

BY _____ (Authorized Representative)

_____ (Printed or Typed Name)

ADDRESS _____

TELEPHONE _____

FAX _____

FEID# _____

STATE OF FLORIDA PROFESSIONAL LICENSE NUMBER: (IF APPLICABLE) _____

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)
Addendum #1 dated _____ Initials
Addendum #2 dated _____ Initials
Addendum #3 dated _____ Initials

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX B
CHECKLIST OF REQUIRED FORMS, DOCUMENTS AND CERTIFICATIONS

Please submit the items on the following list and any other items required by any section of this ITB. The checklist is provided as a courtesy and may not be inclusive of all items required within this ITB:

_____A. Completed Proposal Transmittal Cover Sheet with Signature (Appendix A)

FORMS:

- C-1. Indemnification and Hold Harmless
- C-2. Public Entity Crimes Sworn Statement
- C-3. Equal Employment Opportunity/Affirmative Action Statement
- C-4. Drug Free Workplace Certification
- C-5. Disclosure Statement, Conflicts of Interest Disclosure
- C-6. Non-Collusion Affidavit
- C-7. Ethics Business Practices Clause Certification
- C-8. List of Proposed Subcontractors and Services to be performed
- C-9. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered
- C-10. E-Verify Compliance Certification
- C-11. Required Policy Endorsements and Documentation (Ins. Verification) (will be used as Exhibit E to Contract)
- C-12 References
- C-13. Bid Proposal and Cost Sheet (will be used as Exhibit B to Contract)
- C-14. Contract Release and Affidavit (will be used as Exhibit C to Contract)

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-1
INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless COUNTY, its offices and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this CONTRACT.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-2
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA
STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Wakulla County Board of County Commissioners

By : _____
[print individual's name and title]

for _____
[print name of entity submitting sworn statement]

whose business address is:

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement) .

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means :

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However there has been a subsequent proceeding before a hearing a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted contractor list. [Attach a copy of the final order.]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of, 20____.

Personally known _____ OR Produced identification _____
(Type of identification)

NOTARY PUBLIC

Notary Public - State of _____

My commission expires: _____ Printed, typed, or stamped commissioned name of

notary public:

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-3
EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT

1. The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

2. The contractor agrees to comply with Executive Order 11246, as amended, and to comply with specific affirmative action obligations contained therein.

Signed: _____

Name: _____

Title: _____

Firm: _____

Address: _____

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-4
DRUG FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more response which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie responses will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR _____ TITLE _____

AUTHORIZED SIGNATURE _____ DATE _____

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-5
DISCLOSURE STATEMENT CONFLICT OF
INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Respondents must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the Wakulla County Board of County Commissioners. All firms must disclose the name of any county officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Respondent's firm or any of its branches or affiliates. All Respondents must also disclose the name of any employee, agent, lobbyist, previous employee of the Board, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Board in Connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of Wakulla County:

_____	_____
_____	_____

Name of a State Officer or Employee that owns 5% or more in Respondent's firm:

_____	_____
_____	_____

Name

Company

Date

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-6
NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Wakulla County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.

2. The undersigned is authorized to make this Affidavit on behalf of,

(Name of Corporation, Partnership, Individual, etc.)

a, _____ formed under the laws of _____
(Type of Business) (State or Province)

Of which he is _____
(Sole partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Wakulla County, Florida is directly interested therein.

4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

AFFIANT'S NAME

AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ day of 20_____.

Personally Known _____ or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-7
ETHICS CLAUSE

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature

Date

Name of Authorized Individual

Name of Company/Organization

Address of Company/Organization

Bid Title: Fuel for County Vehicles and Equipment

Bid No: 2016-08

Bids Due By: September 7, 2016 @ 2:00PM

Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-8
LIST OF PROPOSED SUB-CONTRACTORS AND SERVICES TO BE PERFORMED

Subcontract 1 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 2 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 3 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 5 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 6 Name: City/State/Zip Services to Perform and Percentage:
Subcontract 7 Name: City/State/Zip Services to Perform and Percentage:

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-9
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily exuded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (l)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-10
E-VERIFY COMPLIANCE CERTIFICATION

In accordance with the Governor of Florida's Executive Order 11-116, the Proposer hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Contractor during the Contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term; and shall provide documentation of such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this firm complies/will comply fully with this ITB regarding e-Verify Compliance.

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-11
REQUIRED POLICY ENDORSEMENTS AND DOCUMENTATION

Certificate of Insurance will be provided evidencing placement of each insurance policy responding to requirements of the contract.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Endorsements to insurance policies will be provided as follows:

Additional insured (Wakulla County, Florida, its Officers, employees and volunteers) General Liability & Automobile Liability

Primary and not contributing coverage- General Liability & Automobile Liability

Waiver of Subrogation (Wakulla County, Florida, its officers, employees and volunteers)-

General Liability, Automobile Liability, Workers' Compensation and Employer's Liability

Thirty days advance written notice of cancellation to County - General Liability, Automobile Liability, Worker's Compensation & Employer's Liability.

Professional Liability Policy Declaration sheet as well as claims procedures for each applicable policy to be provided

Please mark the appropriate box:

Coverage is in place Coverage will be placed, without exception

The undersigned declares under penalty of perjury that all of the above insurer information is true and correct.

Name _____ Signature _____

Typed or Printed

Date _____ Title _____
(Company Risk Mgr or Mgr with Risk Authority)

Bid Title: Fuel for County Vehicles and Equipment
 Bid No: 2016-08
 Bids Due By: September 7, 2016 @ 2:00PM
 Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-12
REFERENCE FORM

Proposer Name: _____

Proposers are required to submit with their Proposals three (3) references, with which they have provided similar services as requested in this solicitation. Vendors shall use this attachment to provide the required reference information. The BoCC/COUNTY reserves the right to contact any and all references in the course of this RFQ and make a responsibility determination, not subject to review or challenge.

Company Name:	
Address :	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address :	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Company Name:	
Address :	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates:	

Authorized Signature: _____

Name: _____

Title: _____

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-13
BID PROPOSAL AND COST SHEET
(WILL BE EXHIBIT B TO CONTRACT)

Project Identification: **Fuel for County Vehicles and Equipment**

Contract Identification and Number: **ITB No. 2016-08**

TABLE OF ARTICLES

	Page
Article 1 - Bid Recipient	1
Article 2 - Bidder's Acknowledgments	1
Article 3 - Bidder's Representations	1
Article 4 – Bidder's Certification	3
Article 5 - Basis of Bid	4
Article 6 - Time of Completion	5
Article 7 - Attachments to Bid	5
Article 8 - Defined Terms	6
Article 9 - Bid Submittal	6

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To: **Wakulla County Board of County Commissioners, 3093 Crawfordville Hwy., Crawfordville, FL 32326.**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

ARTICLE 2 - BIDDER’S ACKNOWLEDGMENTS

2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder’s safety precautions and programs.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

- E. Based on the information and observations referred to in Paragraph 3.01.D above, Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- I. Bidder will submit written evidence of its authority to do business in the State or other jurisdiction where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - BIDDER'S CERTIFICATION

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting anything of value likely to influence the action of a public official in the bidding process;

Bid Title: Fuel for County Vehicles and Equipment
 Bid No: 2016-08
 Bids Due By: September 7, 2016 @ 2:00PM
 Opening Date/Time: September 7, 2016 @ 2:00PM

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 - BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Agreement for the following price(s):

5.02 Pricing- Gasoline and diesel prices are calculated using the following information:

- A. Base Fuel Price, set from OPIS Daily Rack Average from terminal
- B. Fixed Fee markup (+/-) Per Gallon (may be extended to (4) decimal places)
 The fixed fee markup will remain firm for the period of the contract.
 With the exception of the allowable taxes, the fixed fee will include each and every item of expense connected with the furnishing and delivery of fuel to the destination.
 The Markup may include the Vendor's profit and any other costs the Vendor wishes to include.

NOTE: BIDDER MUST PROVIDE BID PRICES FOR ALL ITEMS.

Item	Type of Fuel	Fixed Fee Markup
1	Gasoline, Unleaded 87 Octane	\$
2	Ultra Low Sulfur Diesel	\$

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

ARTICLE 6 - TIME OF COMPLETION – NOT APPLICABLE

~~6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with the number of calendar days indicated in the Contract.~~

~~6.02 Bidder accepts the provisions of the Contract as to liquidated damage.~~

ARTICLE 7 - DEFINED TERMS

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 8 - BID SUBMITTAL

9.01 This Bid is submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

SEAL,
if required
by State

By: _____

(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____

SEAL,
if required
by State

By: _____

(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

A Corporation

Corporation Name: _____

State or Jurisdiction of Incorporation: _____

Type (General Business, Professional Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

CORPORATE
SEAL,
if required by State

Attest _____

(Signature of Corporate Secretary)

Date of Qualification to do business in _____ [State or other jurisdiction where Project is located] is ___/___/_____

A Joint Venture

Name of Joint Venture: _____

First Joint Venture Name: _____

SEAL,
if required
by State

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venture Name: _____

SEAL,
if required
by State

By: _____

(Signature of joint venture partner -- attach evidence of authority to sign)

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is party to the venture should be in the manner indicated above.)

Bidder's Business address: _____

Business Phone No. (_____) _____

Business FAX No. (_____) _____

Business E-Mail Address

State Contractor License No. _____ . (If applicable)

Employer's Tax ID No. _____

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

9.02 Bid submitted on _____, 20__.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

APPENDIX C-14
RELEASE AND AFFIDAVIT
(WILL BE EXHIBIT C TO CONTRACT)

COUNTY OF _____

STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____
_____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Agreement and in consideration of \$_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against Wakulla County, Florida (the "COUNTY"), its Board of County Commissioners, employees and agents relating in any way to the performance of the Agreement between Contractor and the COUNTY, dated _____, ____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, materialmen, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the COUNTY might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless the COUNTY, its Board of County Commissioners, employees and agents from all demands or suits, actions, claims of liens or other charges filed or asserted against the COUNTY arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. _____.

CONTRACTOR:

By: _____ (signature of the executive officer)

Its: _____ (title of the executive officer)

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

Date: _____

Witnesses

[Corporate Seal]

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature of Notary)

Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Commission No.: _____

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

DRAFT - CONTINUING SERVICES AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2016, between WAKULLA COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, situated at 3093 Crawfordville Highway, Crawfordville, Florida 32327, hereinafter referred to as COUNTY, and _____ a _____, headquartered at _____, hereinafter referred to as CONTRACTOR, and whose Federal Employer Identification Number is _____.

WHEREAS, COUNTY requires certain professional services in connection with the ongoing provision of providing Fuel for County Vehicles and Equipment; and

WHEREAS, COUNTY issued Invitation to Bid # 2016-08 on August 14, 2016 seeking interested firms for the provision of providing Fuel for County Vehicles and Equipment, which is included by reference as to the scope of services contained therein; and

WHEREAS, CONTRACTOR was selected pursuant to this ITB #2016-08, which response is hereby incorporated herein by reference, and represents it is capable and prepared to provide such Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on October 15, 2016. The date of its execution by the Chairman of Board of County Commissioners September 19, 2016.

1.2 The term of this Agreement shall continue for **three years, ending on October 15, 2019**, unless otherwise terminated as provided herein.

2.0 Scope of Services to Be Performed by CONTRACTOR, Performance Schedule

2.1 CONTRACTOR shall perform the following services:

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

Provide mid-grade gasoline and Ultra Low Sulphur Diesel on an as-needed basis for Wakulla County's vehicles and equipment as per Section 6.2 of ITB 2016-08.

2.1.1 CONTRACTOR has familiarized itself with the nature and extent of the proposed Work to be performed and all applicable local conditions and laws and regulations.

2.1.2 CONTRACTOR agrees that the prices contained herein shall include all labor and equipment, profit, insurance, incidentals and all other costs not expressly omitted or provided herein to cover the work to be performed as set forth in the Contract Document.

2.2 CONTRACTOR shall also perform additional services as may be further specifically designated and authorized by the COUNTY, in writing. Such authorizations for additional services will be outlined in a Supplemental Agreement ("SA") and all provisions of this Agreement apply to the SA with full force and effect as if appearing in full within each SA. Each SA will set forth a specific Scope of Services, maximum limit of compensation, schedule, liquidated damages and completion date, and shall become effective upon the due execution after approval by the Board.

2.3 The CONTRACTOR is not authorized to undertake any project without a Notice to Proceed from the COUNTY. CONTRACTOR recognizes that the COUNTY may employ several different CONTRACTORS to perform the work described and that the CONTRACTOR has not been employed as the exclusive agent to perform any such services.

2.4 When the CONTRACTOR and the COUNTY enter into an SA where the term of the SA expires on a date that is later than the date that this Agreement expires, the CONTRACTOR and the COUNTY agree that the terms of this Agreement and any amendments, attachments or provisions thereof are automatically extended until the expiration or full completion of the requirements of the SA have been performed. Cancellation by the COUNTY of any remaining work prior to the full completion of the

Bid Title: Fuel for County Vehicles and Equipment
 Bid No: 2016-08
 Bids Due By: September 7, 2016 @ 2:00PM
 Opening Date/Time: September 7, 2016 @ 2:00PM

requirements of the SA shall cause the terms of this Agreement to terminate at the same time. This provision only applies when the expiration of the SA extends beyond the expiration of this Agreement. It does not apply when a SA expires or is cancelled prior to the expiration of this Agreement.

3.0 Compensation

3.1 General

3.1.1 COUNTY shall pay CONTRACTOR in accordance with the following Project Fee schedule:

ITEM(S) TO BE PURCHASE: Fuel for County Vehicles and Equipment

Item	Type of Fuel	Fixed Fee Markup
1	Gasoline, Unleaded 87 Octane	\$
2	Ultra Low Sulfur Diesel	\$

Fixed Fee markup Per Gallon (may be extended to (4) decimal places)
 The fixed fee markup will remain firm for the period of the contract.
 With the exception of the allowable taxes, the fixed fee will include each and every item of expense connected with the furnishing and delivery of fuel to the destination. The Markup may include the Vendor's profit and any other costs the Vendor wishes to include.

3.1.2 COUNTY will issue a purchase order number to CONTRACTOR for each directed task. CONTRACTOR will submit an invoice to the COUNTY after completion of each task.

3.1.3 Invoices must reference the applicable Contract, using an invoice form approved by the County Clerk. Invoices should also reference the correct purchase order number issued for task.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

3.1.4 Each individual invoice shall be due and payable forty-five (45) days after receipt by the COUNTY of correct, fully documented, invoice, in form and substance satisfactory to the COUNTY with all appropriate cost substantiations attached. All invoices shall be delivered to: Wakulla County Public Works Department 340 Trice Lane, Crawfordville, FL 32327.

3.1.5 In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR's final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

3.1.6 Payment of the final invoice shall not constitute evidence of the COUNTY's acceptance of the work. For final acceptance of any services provided hereunder, the CONTRACTOR will submit an acceptance document to the COUNTY for approval.

3.1.7 If compensation is based upon time and materials, invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. If compensation is based upon a lump sum price, invoices shall be accompanied by tasks and percentage of work. Additional documents may be requested by COUNTY and, if so requested, shall be furnished by CONTRACTOR to County Clerk's satisfaction.

3.1.8 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

4.0 Insurance

4.1 General Provisions

4.1.1 CONTRACTOR shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the COUNTY with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the COUNTY to evidence such coverage before any work commences. Such certificates shall provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the COUNTY.

4.1.2 The COUNTY shall be named as an additional insured on all CONTRACTOR policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of Wakulla County. All such policies shall be endorsed to provide defense coverage obligations.

All insurance coverage shall be written with an insurer having an A.M. Best Rating of a least the "A" category and size category of VIII.

4.1.3 The CONTRACTOR's self-insured retention or deductible per line of coverage shall not exceed \$10,000.00 without the permission of the COUNTY.

4.1.4 If there is any failure by the CONTRACTOR to comply with the provisions of this section, the COUNTY may, at its option, on notice to the CONTRACTOR, suspend the work for cause until there is full compliance.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

4.1.5 COUNTY may, at its sole discretion, purchase such insurance at CONTRACTOR 's expense provided that the COUNTY shall have no obligation to do so and if the COUNTY shall do so, it shall not relieve CONTRACTOR of its obligation to obtain insurance.

4.1.6 The CONTRACTOR shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All CONTRACTOR's sub-contractors shall be required to include COUNTY and CONTRACTOR as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subcontractors used by the CONTRACTOR do not have insurance, or do not meet the insurance limits, CONTRACTOR shall indemnify and hold harmless the COUNTY for any claim in excess of the subcontractors' insurance coverage.

4.1.9 The CONTRACTOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the COUNTY.

4.2 Comprehensive Automobile Liability Insurance. In the event CONTRACTOR travels in furtherance of the performance of the services required in this Agreement, CONTRACTOR shall obtain comprehensive automobile liability insurance with \$100,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one occurrence, including all owned, hired, and non-owned vehicles, as appropriate.

4.3 Commercial General/Umbrella Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence.

4.4 Business Automobile / Umbrella Liability Insurance. \$100,000.00 limit per accident for property damage and personal injury. Includes owned and leased autos, non-owned autos and hired autos.

4.5 Performance, Payment and Other Bonds. Not Used

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

4.6 Worker's Compensation. The CONTRACTOR shall provide, pay for, and maintain worker's compensation insurance on all employees, its agents or subcontractors as required by Florida Statutes. The policy shall include coverage for \$1,000,000.00 per accident.

5.0 Standard of Care

5.1 CONTRACTOR has represented to the COUNTY that it has the personnel and experience necessary to perform the work in a professional and workmanlike manner.

5.2 CONTRACTOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is provided by a professional of like experience, knowledge and resources, under similar circumstances.

5.3 CONTRACTOR shall, at no additional cost to COUNTY, re-perform services which fail to satisfy the foregoing standard of care or otherwise fail to meet the requirement of this Agreement.

5.4 The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, COUNTY and CONTRACTOR agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1 CONTRACTOR shall indemnify, defend (by counsel reasonably acceptable to COUNTY) protect and hold COUNTY, and its officers, employees and agents, free and harmless from and against any and all, including, but not limited to, any claims, actions, causes of action, liabilities, penalties, forfeitures, damages, losses and expenses (including, without limitation, attorney's fees and costs during negotiation, through litigation and all appeals therefrom), or death of or injury to any person or damage to any

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

property whatsoever, arising out of or resulting from (i) the failure of CONTRACTOR to comply with applicable non-conflicting laws, rules or regulations, (ii) the breach by CONTRACTOR of its obligations under this Agreement, (iii) any claim for trademark, patent or copyright infringement arising out of the scope of CONTRACTOR 's performance of this Agreement, or (iv) the negligent act, errors or omissions, or intentional or willful misconduct, of CONTRACTOR, its sub-CONTRACTORS, agents, employees and invitees; provided, however, that CONTRACTOR shall not be obligated to defend or indemnify the COUNTY with respect to any such claims or damages arising solely out of the COUNTY's negligence.

6.2.2 COUNTY review, comment, and observation of the CONTRACTOR's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this Agreement.

6.2.3 CONTRACTOR agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subcontractors and their employees, and/or for CONTRACTOR 's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 CONTRACTOR undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance.

7.3 CONTRACTOR shall work closely with COUNTY in performing Services under this Agreement.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

7.4 The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the COUNTY in any manner.

7.5 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of the Services, CONTRACTOR will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. Failure of a subcontractor to timely or properly perform its obligations shall not relieve CONTRACTOR of its obligations hereunder.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

11.0 Federal and State Taxes

11.1 The COUNTY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the COUNTY will provide an exemption certificate to CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor shall the CONTRACTOR be authorized to use the COUNTY's Tax Exemption Number in securing such materials.

11.2 Wakulla County will not pay the Federal Excise Tax on fuel purchases. Vendor is responsible for applying directly for applicable R.E.T. reimbursements.

12.0 Public Entity Crimes

12.1 The CONTRACTOR understands and acknowledges that this Agreement with the COUNTY will be void, in the event the conditions under Section 287.133, Florida Statutes applies to the CONTRACTOR, relating to conviction for a public entity crime.

13.0 COUNTY's Responsibilities

13.1 COUNTY shall be responsible for providing information in the COUNTY's possession that may reasonably be required by CONTRACTOR, including; existing reports, studies, financial information, and other required data that are available in the files of the COUNTY.

14.0 Termination of Agreement

14.1 This Agreement may be terminated by the CONTRACTOR upon thirty (30) days prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of the Agreement through no fault of the CONTRACTOR.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

14.2 This Agreement may be terminated by the COUNTY with or without cause immediately upon written notice to the CONTRACTOR.

14.3 Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the COUNTY's satisfaction through the date of termination.

14.4 After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

14.4.1 Stop work on the date and to the extent specified.

14.4.2 Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

14.4.3 Transfer all work in process, completed work, and other material related to the terminated work to the COUNTY.

14.4.4 Continue and complete all parts of the work that have not been terminated.

14.5 The CONTRACTOR shall be paid for services actually rendered to the date of termination.

15.0 Uncontrollable Forces (Force Majeure)

15.1 Neither the COUNTY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

15.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

15.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

16.0 Governing Law and Venue

16.1 This Agreement shall be governed in all respects by the laws of the State of Florida and any litigation with respect thereto shall be brought only in the courts of Wakulla County, Florida or the United States District Court, Northern District of Florida located in Leon County, Florida.

17.0 Non-Discrimination

17.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

18.0 Waiver

18.1 A waiver by either COUNTY or CONTRACTOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19.0 Severability

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

19.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

19.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

19.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

19.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

20.0 Entirety of Agreement

20.1 The COUNTY and the CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

20.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the COUNTY and CONTRACTOR pertaining to the Services, whether written or oral.

20.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

21.0 Modification

21.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and CONTRACTOR. Such modifications shall be in the form of a written Amendment executed by both parties.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

22.0 Successors and Assigns

22.1 COUNTY and CONTRACTOR each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

22.2 CONTRACTOR shall not assign this Agreement without the express written approval of the COUNTY by executed amendment.

22.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Wakulla County Board of County Commissioners by executed amendment.

23.0 Contingent Fees

23.1 The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

24.0 Truth-In-Negotiation Certificate

24.1 Execution of this Agreement by the CONTRACTOR shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

24.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its rights under this "Certificate" within one (1) year following payment.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

25.0 Ownership of Documents

25.1 CONTRACTOR shall be required to cooperate with the COUNTY and other CONTRACTORS relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the COUNTY for its use and/or distribution as may be deemed appropriate by the COUNTY. CONTRACTOR is not liable for any damages, injury or costs associated with the COUNTY use or distribution of these documents for purposes other than those originally intended by CONTRACTOR.

25.2 CONTRACTOR shall comply with public records laws embodied in chapter 119, Florida Statutes, and specifically shall:

25.2.1. Keep and maintain public records required by the COUNTY in order to perform the Scope of Services identified in any CSA.

25.2.2. Upon request from the County provide the COUNTY with any requested public records or allow the requested records to be inspected or copied within a reasonable time by the COUNTY.

25.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and term of any CSA, whichever is longer, and thereafter if the CONTRACTOR does not transfer all records to the COUNTY.

25.2.4. Transfer, at no cost, to COUNTY all public records in possession of the CONTRACTOR upon termination of this Agreement or conclusion of each CSA, whichever occurs first, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY, in a format that is compatible with the information technology systems of the COUNTY. If the CONTRACTOR keeps and maintains public records upon the conclusion of this Agreement and any CSA, the

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

CONTRACTOR shall meet all applicable requirements for retaining public records that would apply to the COUNTY.

25.2.5. If CONTRACTOR does not comply with a public records request, the COUNTY shall treat that omission as breach of this Agreement and enforce the contract provisions accordingly. Additionally, if the CONTRACTOR fails to provide records when requested, the CONTRACTOR may be subject to penalties under section 119.10, Florida Statutes and reasonable costs of enforcement, including attorney fees.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)926-0919, EMAIL VDEKLE@MYWAKULLA.COM OR MAIL TO P.O. BOX 1263 CRAWFORDVILLE, FL 32326.

26.0 Access and Audits

26.1 CONTRACTOR shall maintain adequate records to justify all charges and costs incurred in performing the work for at least five (5) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the CONTRACTOR 's place of business.

26.2 Misrepresentations of billable time or reimbursable expenses as determined by the County Clerk or Auditor to the Wakulla County Board of County Commissioners shall result in the recovery of any resulting overpayments. The COUNTY's cost of recovery shall be the sole expense of the CONTRACTOR, including accounting and legal fees, court costs and administrative expenses.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

26.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law

26.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

27.0 Notice

27.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to County: **Wakulla County Public Works – Brent Pell**

340 Trice Lane Crawfordville, FL 32327

As to CONTRACTOR: **[TO COME]**

27.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e.; printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

27.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONTRACTOR and COUNTY.

28.0 Service of Process

As to County: Chairman of the Board of County Commissioners
Wakulla County Florida
3093 Crawfordville Highway
Crawfordville, Florida 32326

As to Contractor: **[TO COME]**

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

29.0 Contract Administration

29.1 Services of CONTRACTOR shall be under the general direction of the Wakulla County Public Works Director, or their successor, who shall act as the COUNTY's representative during the term of the Agreement.

30.0 Key Personnel

30.1 CONTRACTOR shall notify COUNTY in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. CONTRACTOR at COUNTY's request shall remove without consequence to the COUNTY any subcontractor or employee of the CONTRACTOR and replace him/her with another employee having the required skill and experience. COUNTY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: _____

Name: _____

31.0 Appropriations

31.1 CONTRACTOR acknowledges that the COUNTY, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the COUNTY's performance and obligation to pay under this agreement is contingent upon annual appropriation.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

32.0 Liquidated Damages – not used

32.1 The parties hereto agree that liquidated damages will be assessed against the CONTRACTOR for CONTRACTOR's failure to meet the final deliverable date in the performance schedule in Section 2.0 of this Agreement at a rate of \$100 per day.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

Attest:
BRENT X. THURMOND

Clerk of the Board

WAKULLA COUNTY, a political subdivision
of the State of Florida

By: _____
Deputy Clerk

By: _____
Chairman, Board of County Commissioners

Date Approved by Board: _____

Reviewed as to form

County Attorney's Office Date _____

Attest:

By: _____
Corporate Secretary

COMPANY
a _____ Corporation

By: _____

[Print Name]

[Print Name]

DATE: _____

[Title]

DATE: _____

SEAL:

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

ACKNOWLEDGEMENT OF FIRM, IF A CORPORATION

STATE OF _____ COUNTY OF _____

The foregoing instruments was acknowledged before me this

_____ By _____

(Date)

(Name of officer or agent, title of officer or agent)

on behalf of the corporation, pursuant to the powers conferred upon said officer or agent by the corporation. He/she personally appeared before me at the time of notarization, and is personally known to me or has produced

_____ as identification and did certify to have knowledge of the matters stated

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____

(Date)

_____ Commission Number _____

(Official Notary Signature and Notary Seal)

_____ Commission Expiration Date _____

(Name of Notary typed, printed or stamped)

ACKNOWLEDGEMENT OF FIRM, IF A PARTNERSHIP

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____

(Date)

(Name of acknowledging partner or agent)

Bid Title: Fuel for County Vehicles and Equipment
Bid No: 2016-08
Bids Due By: September 7, 2016 @ 2:00PM
Opening Date/Time: September 7, 2016 @ 2:00PM

on behalf of _____ a partnership. He/She personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

ACKNOWLEDGEMENT OF FIRM, IF AN INDIVIDUAL

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this

_____ By _____
(Date) (Name of acknowledging)

who personally appeared before me at the time of notarization, and is personally known to me or has produced _____ as identification and did certify to have knowledge of the matters

(Type of Identification)

in the foregoing instrument and certified the same to be true in all respects.

Subscribed and sworn to (or affirmed) before me this _____
(Date)

(Official Notary Signature and Notary Seal) Commission Number _____

(Name of Notary typed, printed or stamped) Commission Expiration Date _____

EXHIBITS TO (BE ADDED TO) THE CONTRACT AGREEMENT

- A. LEGAL ADVERTISEMENT [TO COME]
- B. BID PROPOSAL (Appendix C-13)
- C. RELEASE AND AFFIDAVIT (Appendix C-14)
- D. POLICY ENDORSEMENTS/INSURANCE VERIFICATION [TO COME]

**EXHIBIT D TO CONTRACT
CHANGE ORDER FORM**

CHANGE ORDER NO. _____ WAKULLA COUNTY PROJECT NO. _____

TO: _____

DATE: _____

PROJECT NAME: _____

Wakulla County Project No. _____

Under our AGREEMENT dated _____.

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

FOR THE ADDITIVE or DEDUCTIVE Sum of:
_____ (\$ _____).

Original Agreement Amount \$ _____

Sum of Previous Changes \$ _____

This Change Order ADD/DEDUCT \$ _____

Present Agreement Amount \$ _____

The time for completion shall be (increased/decreased) by _____ calendar days due to this Change Order. Accordingly, the Contract Time is now _____ (_____) calendar days and the final completion date is _____. Your acceptance of

ITB NO. 2016-08 FUEL FOR COUNTY VEHICLES AND EQUIPMENT

this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _____, 20____ .

WAKULLA COUNTY, FLORIDA

CONTRACTOR

By: _____
Chair

By: _____
President

DESIGN PROFESSIONAL: By: _____ Consulting Engineer