



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
E-13-17**

**UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP**

**RFP OPENING: January 20, 2017 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities, which are not members of the Southeast Florida Governmental Purchasing Cooperative, are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead

agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.
- I. **“WORKING TOGETHER TO REDUCE COSTS”**

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
E-13-17
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

The City of Pompano Beach, hereinafter referred to as CITY, is seeking proposals from qualified firms to provide unleaded gasoline and diesel fuel to participating members of the Southeast Florida Governmental Purchasing Cooperative Group.

The City will receive sealed proposals until **2:00 p.m. (local), January 20, 2017**. Proposals must be submitted electronically through the eBid System on or before the due date/time stated above. Any proposal received after the due date and time specified, will not be considered. Any uncertainty regarding the time a proposal is received will be resolved against the Proposer.

Proposer must be registered on the City's eBid System in order to view the solicitation documents and respond to this solicitation. The complete solicitation document can be downloaded for free from the eBid System as a pdf at: <https://pompanobeachfl.ionwave.net/CurrentSourcingEvents.aspx>. The City is not responsible for the accuracy or completeness of any documentation the Proposer receives from any source other than from the eBid System. Proposer is solely responsible for downloading all required documents. Responses will be electronically unsealed in a public forum and read aloud.

Introduction

The intent of this solicitation is to establish an annual, open-end contract for the purchase of unleaded gasoline and diesel fuel, as and when needed. The City is acting as the lead agency for the Southeast Florida Governmental Purchasing Cooperative, and this solicitation includes the requirements of both the City and the participating agencies named herein. Any reference to a single agency or location will in fact, be understood as referring to all participating agencies referenced in the documents unless specifically noted otherwise.

A. Objectives

1. Contract for diesel and unleaded gasoline products with suppliers that have access to volumes of substantial petroleum products at Port Everglades either via contractual allocations or direct ownership, and have proven stable business operations, including provisions for delivery capabilities, business continuity and supply to the participating agencies in emergency situations.
2. Obtain the fuels at competitive market rates.

B. Scope Of Services

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel.

C. Participating Agencies

	Agency Name	Address	Contact Person	Phone #
1	Broward County	1 University Drive Plantation, FL 33301	Alfred Clauson	954 357-6477
2	Boca Raton, City of	201 W. Palmetto Park Rd. Boca Raton, FL 33432	Lynne Piper	561 393-7878
3	Coconut Creek, City of	4900 W Copans Rd Coconut Creek, FL 33063	Lorie Messer	954 956-1584
4	Cooper City, City of	9090 SW 50 Place Cooper City, FL 33328	Kerri-Anne Fisher	954 434-4300 x268
5	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Alan DiStefano	954 345-2235
6	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Ronnie Navarro	954 924-6808
7	Davie, Town of	6591 Orange Dr Davie, FL 33314	Brian O'Connor	954 797-1016
8	Deerfield Beach, City of	401 SW 4 th St. Deerfield Beach, FL 33441	Ivelsa Guzman	954 480-4486
9	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	Sandy Leonard	954 828-5781
10	Green Acres, FL	5800 Melaleuca Lane Green Acres, FL 33463	Monica Powery	561 642-2089
11	Hallandale Beach, City of	400 S Federal Highway Hallandale Beach, FL 33009	Andrea Lues	954 457-1332
12	Hillsborough Beach, Town of	1210 Hillsboro Mile Hillsborough Beach, FL 33062	Jim Pugliese	954-427-6600
13	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL 33020	Paul Bassar	954 921-3552
14	Lauderdale Lakes, City of	3463 NW 43 Ave. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
15	Lauderhill, City of	1919 NW 55 th Ave. Lauderhill, FL 33319	Manny Cerezo	954 790-2966
16	Lighthouse Point, City of	4730 NE 21st Terrace Lighthouse Point, FL 33064	Charles Schramm	954 946-7386
17	Margate, City of	5790 Margate Blvd Margate, FL 33063	Spencer Shambray	954 935-5341
18	Miami, City of	444 SW 2 nd Ave, 6 th Flr. Miami, FL 33130	Eduardo Falcon	305 416-1901
19	Miami Gardens, City of	18605 NW 27 Ave. Miami Gardens, FL 33055	Tom Ruiz	305 622-8000

20	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Alicia Ayum	954 602-3121
21	N Miami, City of	776 NE 125 St. N Miami, FL 33161	Alberto Destrade	305 895-9886
22	N Miami Beach, City of	2101 NE 159th Street, N Miami Beach, FL 33162	Joel Wasserman	305 948-2946
23	North Palm Beach, Village of	645 Prosperity Farms Road N. Palm Beach, FL 33408	Susanne Hachigian	561 841-3375
24	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Adis Pedraza	561 227-7000
25	Palm Springs, Village of	226 Cypress Lane Palm Springs, FL 33461	Ken Dye	561 965-5770
26	Pembroke Park, Town of	3150 SW 52 nd Ave. Pembroke Park, FL 33023	Todd Larson	954 966-4600 Ext. 238
27	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Mark Gomes	954 518-9020
28	Plantation, City of	400 NW 73rd Avenue Plantation, FL 33317	Charles Spencer	954 797-2647
29	Pompano Beach, City of	1190 NE 3 rd Ave, Bldg C Pompano Beach, FL 33060	Jeff English	954 786-4098
30	Riviera Beach, City of	2051 MLK Blvd. Ste. 310 Riviera Beach, FL 33404	Rebecca Reed	561 882-1809
31	School Board, Broward Cty	7720 W Oakland Park Blvd. #323, Sunrise, FL 33351	Al Shelton	754 321-0520
32	School District, Palm Beach County	3300 Forest Hills Blvd. West Palm Beach, FL 33406	Morris Simpson	561 434-8172
33	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	Rick Torres	954 831-8170
34	Southwest Ranches, Town of	13400 Griffin Road Southwest Ranches, FL 33330	Sandy Luongo	954 343-7476
35	Sunrise, City of	10770 Oakland Pk Blvd, 3rd Flr Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
36	Tamarac, City of	7525 N.W. 88 th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3567
37	West Palm Beach, City of	401 Clematis Street W Palm Beach, FL 33401	Nate Rubel	561 822-2109
38	Weston, City of	2599 S Post Road Weston, FL 33327	Karl Thompson	954 385-2600
39	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

D. Term of Contract

The initial contract period shall be one year, commencing upon award by the appropriate City officials.

The City reserves the right to renew this agreement for four (4) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City. All terms, prices and conditions shall remain firm for the initial period of the contract, and any renewal period. Renewals may be approved and executed by the City Manager or their designee.

The City may require additions or deletions of participating agencies. This may entail additional agencies and locations, and/or deletion of previous participating agencies. The Contractor shall serve all required additions or deletions, as requested by the City, according to the terms and conditions of the solicitation.

In the event delivery/service is scheduled to end because of the expiration of this contract, the Contractor shall continue to deliver/service upon the request of the General Services Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the product/service at the rate in effect when this extension clause is invoked by the City.

E. Required Proposal Submittal

Submission/Format Requirements

Sealed proposals shall be submitted electronically through the eBid System on or before the due date/time stated above. Proposer shall upload response as one (1) file to the eBid System. The file size for uploads is limited to 100 MB. If the file size exceeds 100 MB the response must be split and uploaded as two (2) separate files.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with the sections clearly labeled:

1. Cover letter: A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.
2. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.
 - a. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.

- b. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.
3. Personnel: Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.
4. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If Proposer is a fuel distributor (not a fuel terminal operator) also provide proof of monthly fuel sale volumes, including copies of any Letter of Intent or contractual agreements with terminal operators.
5. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of **each participating agency** on a monthly basis.
6. ***Contingency plan of action. Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.***
7. Price Proposal: Submit your firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on Attachment A-item 2 "pricing methodology" with the proposal response.
8. Alternate Proposals:
 - a. An option is afforded to all proposers to submit, in addition to their original proposal, an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.

- b. For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
 - i. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.
 - ii. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

Proposers wishing to provide an alternate proposal on a fixed volume/fixed price basis should provide minimum and, if applicable, maximum monthly volumes applicable or percentage of agency estimated ratable demand that could be contracted for on this basis. If available, provide a copy of standard terms and conditions that would generally apply to such a transaction.

9. Addenda, Additional Information:

Any addenda or answers to written questions supplied by the City to potential proposers become part of this Request for Proposal and any resulting contract. The proposal form should be signed by an authorized company representative, dated and returned with the proposal.

10. Contract with Participating Agencies:

No negotiations, decisions or action shall be initiated or executed by the Offeror as a result of any discussions with any participating agency or representative of those agencies. Only those communications, which are in writing from the Purchasing Agent, or other designee, of the City of Pompano Beach may be considered as a duly authorized expression. Also, only communications from Offerors that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of the Offeror.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposer Information Page Form and any other required forms must be completed and submitted electronically through the City's eBid System.

F. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

If you are responding to a solicitation and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
2. Liability Insurance
 - a. Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.
 - b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$2,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent contractors	personal injury
XX	personal injury	
—	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX	comprehensive form
—	owned
—	hired
—	non-owned

REAL & PERSONAL PROPERTY

—	comprehensive form	Agent must show proof they have this coverage.
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EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$1,000,000	\$1,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$2,000,000	\$2,000,000
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- c. If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of the Agreement shall

survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

3. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
4. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:
 - a. Certificates of Insurance evidencing the required coverage;
 - b. Names and addresses of companies providing coverage;
 - c. Effective and expiration dates of policies; and
 - d. A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
5. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
6. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

The successful proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract. Certificate(s) to be issued to City of Pompano Beach, Attention Risk Manager, 100 West Atlantic Boulevard, Pompano Beach, Florida, 33060.

G. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission.

Proposals will be evaluated using the following criteria.

<u>Criteria</u>	<u>Point Range</u>
1. Firm Qualifications and Capabilities (Factors including but not limited to the following) <ul style="list-style-type: none"> • Fuel supply delivery capability from Port Everglades • Contracting Terms and Conditions proposed 	0-40
2. Emergency Supply Capabilities (Factors including but not limited to the following) <ul style="list-style-type: none"> • Control of storage facilities in Tri-County area • Contingency plan of action • Availability of regional emergency storage 	0-20
3. References (Factors including but not limited to the following) <ul style="list-style-type: none"> • Years experience • Number of Locations 	0-10
4. Cost	0-30
Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the

solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

H. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

I. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. The selected firm must comply with the Internal Auditor's recommendation for changes, additions, or deletions. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

J. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

K. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

L. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

M. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

N. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

O. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

P. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

Q. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with at least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

R. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

S. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

T. RFP Conditions and Provisions

The completed proposal (together with all required attachments) must be submitted electronically to City on or before the time and date stated herein. All Proposers, by electronic submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Proposer's response shall not contain any alteration to the document posted other than entering data in spaces provided or including attachments as necessary. By submission of a response, Proposer affirms that a complete set of solicitation documents was obtained from the eBid System or from the Purchasing Division only and no alteration of any kind has been made to the solicitation. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

U. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Licenses

In order to perform public work, the successful Proposer shall:

Be licensed to do business in Florida, if an entity, and hold or obtain such Contractor' and Business Licenses if required by State Statutes or local ordinances.

3. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any Elected Official, Appointed Official, or City Employee is also an owner, corporate officer, or an employee of the firm. If any Elected Official, Appointed Official, or City Employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to §112.313, Florida Statutes.

4. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

5. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

6. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

7. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

12. Public Records

- a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:
 - i. Keep and maintain public records required by the City in order to perform the service;
 - ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

- iii. 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 contract term and following completion of the contract if the Contractor does not transfer the records to the City; and
 - iv. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.
- b. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

V. Questions and Communication

All questions regarding the RFP are to be submitted in writing. All questions are to be submitted using the Questions feature in the eBid System. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Addenda will be posted

to the RFP solicitation in the eBid System, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

W. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP solicitation the addendum will be issued via the eBid System. It shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the RFP solicitation in the eBid System.

COMPLETE THE PROPOSER INFORMATION FORM ON THE ATTACHMENTS TAB IN THE EBID SYSTEM. PROPOSERS ARE TO COMPLETE THE FORM IN ITS ENTIRITY AND INCLUDE THE COMPLETED FORM IN YOUR PROPOSAL THAT MUST BE UPLOADED TO THE RESPONSE ATTACHMENTS TAB FOR THE RFP IN THE EBID SYSTEM.

PROPOSER INFORMATION PAGE

RFP _____, _____
(number) (RFP name)

To: The City of Pompano Beach, Florida

The below named company hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and all attachments, including the specifications, and fully understand what is required. By submitting this proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email Address _____

REQUESTED INFORMATION BELOW IS ON THE ATTRIBUTES TAB FOR THE RFP IN THE EBID SYSTEM. PROVIDE THIS INFORMATION ELECTRONICALLY.

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LISTS

Respondent Vendor Name: _____

Vendor FEIN: _____

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations in Cuba or Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By (include Name and Title):

RFP E-13-17
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT “A”
SPECIFICATIONS & REQUIREMENTS

The table included in Attachment “B” provides information from each Participating Agency as regards the size, type and location of fuel storage tanks and their estimated monthly usage of the various fuels included in this Request for Proposals.

1. SPECIFICATIONS

1.1 Successful Proposer will sell to all participating agencies the following products (the “Products”):

- “Ultra Low Sulfur diesel”: No. 2 Ultra Low Sulfur, on-road, clear, taxable diesel fuel per ASTM D975-08a specifications, or latest revision.
- “Ethanol Gasoline”: 10% Ethanol blended gasoline per ASTM D4814-07b specifications, or latest revision.

1.2 Additional, Optional Fuel Products:

- Midrange Unleaded Gasoline: Minimum Octane of 89.0
- Ultra Low Sulfur #2 Red Dye Diesel
- “5% Biodiesel Fuel”: Ultra Low Sulfur 5% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- “20% Biodiesel Fuel”: Ultra Low Sulfur 20% Biodiesel blended fuel, on-road, clear, taxable diesel fuel. The B100 will conform to ASTM D6751-08 or latest revision.
- E85 Fuel Ethanol: Shall conform to the chemical and physical standards for fuel Ethanol as set forth in the ASTM International Designation D5798-99, “Standard specification for fuel Ethanol (Ed 75-Ed85) for Automotive Spark-Ignition Engines”.

1.3 The products supplied as a result of this Request for Proposals must conform to the specifications of the State of Florida and comply with all Federal, State and local laws and regulations as applicable on date of delivery.

2. PRICING METHODOLOGY:

- 2.1 Prices proposed are to be F.O.B. delivered expressed as a positive or negative differential from the applicable daily **OPIS** price published in the “OPIS Contract Benchmark File” as described herein for the date of delivery of product to the Participating Agency and are exclusive of all Federal, State and County Excise taxes and fees. Any other applicable taxes and fees shall be added at the time of invoicing. See Paragraph 3, TAXES .

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	87 Octane Unleaded	\$._____	\$._____
2	Diesel Fuel #2 Ultra Low Sulfur	\$._____	\$._____
3	Lump Sum Additional Delivery Charge for Deliveries <u>beyond</u> 30 mile radius of Port Everglades only.	\$._____/each	\$._____/each

* Calculate differential proposed to fourth decimal point. Differential proposed to remain firm during initial contract period and any renewal period.

Note: If your proposal is contingent on your firm being awarded a contract for all products and all delivery methods, Proposer must indicate this condition in the proposal response.

- 2.2 Pricing of Unleaded 87 Octane Gasoline is to be proposed using the following methodology:

Daily Published **OPIS Gross CBOB Ethanol 10% Unleaded Unbranded Rack Average Price** (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for 87 Octane Unleaded on Proposal Form, Paragraph 6. (Differential to be constant regardless of the applicable RVP.)

- 2.3 Pricing of Ultra Low Sulfur Diesel #2 is to be proposed using the following methodology:

Daily Published OPIS Gross Ultra Low Sulfur Distillate No. 2 **Unbranded Rack Average** prices.

Plus

Positive or Negative differential proposed for Diesel Fuel #2 Ultra Low Sulfur on Proposal Form, Paragraph 6.

2.4 The price proposed with differential shall include the vendor's cost of product, vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline and Diesel Fuel or any additional fuel products shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

2.5 The selected proposer shall advise the Lead Agency of all available Federal or State credits and discounts available on all fuel types being purchased herein. The selected proposer shall apply all applicable credits and discounts to the price charged to the Co-Op and identify and reflect the discount on the applicable invoices. (Note: the applicable credits and discounts will be incorporated after award and shall not be reflected in the Price proposal Schedule.)

2.6 Alternative Fuels

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the Co-Op reserves the right to add any alternative fuel to the fuel types required. When such a need arises, the Co-Op shall contact the selected Proposer to determine if the selected proposer has the ability to provide or obtain the alternative fuel. The Co-Op shall provide the selected Proposer with information on the fuel type, the technical specifications of the fuel, the acceptable operating parameters, the estimated quantities, delivery requirements, and any other relevant information available. The selected proposer shall submit a written price offer for the supply of the alternative fuel for the Co-Op's review and approval.

However, if the selected proposer is unable to supply the alternative fuel type, or the Co-Op does not accept the selected proposer's price offer, the Co-Op shall have the right to purchase the alternative fuel elsewhere.

2.7 Additional Fuel Products: Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description
1	Midrange Unleaded 89 Octane
2	Recreational Unleaded 90 Octane

3	Ultra Low Sulfur #2 Red Dye Diesel
4	Biodiesel Fuel B5
5	Biodiesel Fuel B20
6	E85 Fuel Ethanol

3. TAXES:

- 3.1 The agencies listed herein are counties, municipalities or subdivisions of the State of Florida and are exempt from Federal Gasoline and Diesel (excise) Road taxes and Florida Sales Tax.
- 3.2 Proposals will be considered only from Proposers who do not require the payment of these taxes.

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

- 4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment for a specified, negotiated period of time if:
- A. An interruption in the OPIS Index is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or
 - B. The listing of prices for the OPIS Index are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or
 - C. The use of the OPIS Index prices becomes non-representative of the market.
 - D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the OPIS Index have been materially altered from those that existed at the time of award or renewal of contract. Such proof may consist of contracts with suppliers, invoices or published indexes, etc.
- 4.2 The City may, if deemed to be in the City's best interest, elect to modify the pricing methodology in the situations listed above in the following manner using any nationally recognized, published benchmark or index.

The firm markup or discount will include the vendor's cost of product, profit, delivery costs and any other costs. The firm markup or discount for Unleaded Gasoline or Diesel shall not change during the negotiated term of the contract amendment. No other charges shall be added.

- 4.3 The City may also negotiate a per transport or tank wagon delivery surcharge, if market conditions necessitate such a solution.
- 4.4 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

- 5.1 All invoices shall be provided to each participating agency via an electronic method within twenty-four (24) hours of date of delivery of product. Each invoice shall reference the date of the applicable published **OPIS** price for that day with the appropriate differential as per the contract. Successful proposer shall list separately on invoice each individual non-exempt tax/fee and the amount of the differential.

6. ORDERING & PAYMENT:

- 6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.
- 6.2 The City of Pompano Beach Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.
- 6.3 Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.
- 6.4 It is understood and agreed that the City of Pompano Beach is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.
- 6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

- Reporting Period (specify month)
- Participating Agency

- Delivery volume (do not round off reported volume amounts, allow volumes to be reported up to as many decimal places as needed).
- Subtotal volume (per fuel type for each Participating Agency)
- Cumulative Total Volume Year to Date (per fuel type for all Participating Agencies)
- Note regarding fuel types: report must specify the ethanol and biodiesel blend being delivered.

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchasing@copbfl.com.

8. DELIVERY REQUIREMENTS

For the purposes of this section the term Carrier shall mean the Seller or an independent contractor hired by the Seller for the delivery of fuel to the Participating Agencies.

8.1 LEGAL REQUIREMENTS:

- A. **Compliance with Laws and Codes:** Federal, State, County, and local laws, ordinances, rules and regulations that in any manner, affect the terms covered herein apply. Lack of knowledge by Carrier shall in no way be a cause for relief from responsibility. The Carrier shall strictly comply with Federal, State and Local building and safety codes. Equipment shall meet all State and Federal Safety Regulations.
- B. **Independent Contractor Relationship:** The Carrier is, and shall be, in the performance of all work, services, and activities under the Agreement, an Independent Contractor and not an employee, agent, or servant of any Participating Agency. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Carrier's sole direction, supervision, and control. The Carrier shall exercise control over the means and manner in which it and its employees perform the work and in all respects the Carrier's relationship, and the relationship of its employees, to any Participating Agency shall be that of an independent contractor and not as employees or agents of any Participating Agency.
- C. **Certifications, Licenses and Permits:** Carrier shall provide a copy of all applicable Certificates of Competency issued by the State of Florida in the name of the Carrier. It shall also be the responsibility of the Carrier to submit prior to commencement of work a current Occupational License and all permits required to complete this contractual service at no additional cost. It is the responsibility of the Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

- A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.

- B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.
- C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.
- D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).
- E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.
- F. The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.**
- G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.
- H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:
- Bill of lading number.
 - Name of supplier and carrier.
 - Date and time of delivery.
 - Type of fuel delivered.
 - Gross gallons and net gallons delivered.
 - Inches in fuel tank, before and after delivery.
 - Driver's signature.
 - Signature of participating agency employee receiving delivery, unless otherwise indicated.
 - Delivery address.
- I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.
- J. Carrier shall have the ability to fill above-ground tanks.
- K. Carrier shall be fully responsible for any and/or all actions of their employees that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled

product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.

- L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.
- M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
- N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.
- O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

- A. The Contractor and/or his subcontractors making deliveries shall be fully responsible for any errors or mistakes that require clean up or ground sterilization. Contractor will be responsible for prompt and thorough cleanup of all spillage per EPA specifications and for any agencies fines or fees for any contamination that result from improper delivery of fuel.

11. PRIORITY DELIVERIES:

Preference of deliveries shall be given to agencies providing emergency relief and response services and members of the co-op who are participating in this contract, in case of declared emergencies or natural disasters.

Proposers shall attach an emergency plan that assures continued deliveries of these products in case of emergencies and/or when additional quantities may be required.

12. WORK SITE SAFETY/SECURITY:

The carrier shall at all times guard against damage or loss to the delivery site property, the Carrier's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the Carrier shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and ensure the delivery site(s) and insure that all county, State of Florida, OSHA, and other applicable safety regulations are met. Additionally, carrier shall provide for the prompt removal of all debris from delivery sites. All participating agencies may withhold payment or make such deductions as deemed necessary

to ensure reimbursement or replacement for loss or damage to property through negligence of the Carrier or its agents.

13. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 7 days notice to the seller.

MIAMI, FL

2016-11-29 10:00:04 EST

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS CBOB ETHANOL(10%) PRICES

9.0 RVP

	Terms	Unl	Move	Mid	Move	Pre	Move	Date	Time
Huguenot	u N-10	137.75o	- 6.90	148.30o	- 6.25	184.79	- 1.35	11/28	18:00
Marathon	u N-10	139.80	- 1.35	154.80	- 1.35	184.80	- 1.35	11/28	18:00
Shell	u N-10	141.25	- 1.00	160.25	- 1.00	199.75	- 1.00	11/28	18:00
Valero	u N-10	142.55	- 1.10	158.55	- 1.10	187.55	- 1.10	11/28	18:00
FlntHlsRs	u N-10	143.60	- 1.15	160.60	- 1.15	187.60	- 1.15	11/28	18:00
Marathon	b 1-10	145.20	- 1.37	161.36	- 1.37	193.69	- 1.36	11/28	18:00
Citgo	u 1-10	145.34	- .91	160.49	- .91	190.80	- .91	11/28	18:00
Global	u N-10	145.75	+ 1.00	164.75	+ 1.25	193.75	+ 2.25	11/29	00:01
Citgo	b 1-10	145.82	- .57	161.47	- .58	192.28	- .58	11/28	18:00
Sunoco	b 125-3	145.92	- 1.47	158.92	- 1.47	198.89	- 1.46	11/28	18:00
Valero	b 1-10	146.00	- .90	161.00	- .90	195.00	- .90	11/28	18:00
XOM	b 1-10	146.35	- 1.15	163.35	- 1.15	202.35	- 1.15	11/28	19:00
BP	b 1-10	146.45	- .81	163.75	- .81	202.95	- .81	11/28	18:00
Chevron	b 1t45c	146.70	- 1.00	162.60	- 1.00	201.30	- 1.00	11/28	18:00
Texaco	b 1t45c	146.70	- 1.00	162.60	- 1.00	201.30	- 1.00	11/28	18:00
Shell	b 125-3	147.21	- .86	164.43	- .86	203.92	- .86	11/28	18:00
TransMont	u N-10	147.45	- 1.67	166.12	- 1.83	193.65	- 2.12	11/28	18:00
Colonial	u N-10	148.10	- 1.10	-- --	-- --	178.65	- 1.10	11/28	18:00
GULF-GIE	u Net	148.15	- 1.10	167.25	- 1.20	190.95	- 1.30	11/28	18:00
LOW RACK		139.80		154.80		178.65			
HIGH RACK		148.15		167.25		203.92			
RACK AVG		145.46		161.90		193.89			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB MIAMI		152.61		-- --		166.56			
BRD LOW RACK		145.20		158.92		192.28			
BRD HIGH RACK		147.21		164.43		203.92			
BRD RACK AVG		146.26		162.16		199.08			
UBD LOW RACK		139.80		154.80		178.65			
UBD HIGH RACK		148.15		167.25		199.75			
UBD RACK AVG		144.67		161.60		189.23			
CONT AVG-11/29		145.46		161.90		193.89			
CONT LOW-11/29		139.80		154.80		178.65			
CONT HIGH-11/29		148.15		167.25		203.92			

o=out of product

MIAMI, FL

2016-11-29 10:00:04 EST

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	156.41	- .39	-- --	-- --	-- --	-- --	11/28	18:00
Musket	u N-10	156.50o	- .75	-- --	-- --	-- --	-- --	11/28	18:00
FlntHlsRs	u N-10	156.80	- .40	-- --	-- --	-- --	-- --	11/28	18:00
Colonial	u N-10	157.75	- .25	-- --	-- --	-- --	-- --	11/28	18:00
Shell	b 125-3	157.99	- .39	-- --	-- --	-- --	-- --	11/28	18:00
Marathon	u N-10	158.05	+ .10	-- --	-- --	-- --	-- --	11/28	18:00
XOM	b 1-10	158.98	- .55	-- --	-- --	-- --	-- --	11/28	19:00
Coastal	b 125-3	159.10	- 1.19	-- --	-- --	-- --	-- --	11/28	18:00
Sunoco	b 125-3	159.10	- 1.19	-- --	-- --	-- --	-- --	11/28	18:00
Citgo	u 1-10	159.45	- .31	-- --	-- --	-- --	-- --	11/28	18:00
Citgo	b 1-10	159.46	- .30	-- --	-- --	-- --	-- --	11/28	18:00
BP	b 1-10	159.57	- .40	-- --	-- --	-- --	-- --	11/28	18:00
Valero	b 1-10	159.65	- .40	-- --	-- --	-- --	-- --	11/28	18:00
Valero	u N-10	160.00	- .40	-- --	-- --	-- --	-- --	11/28	18:00
Chevron	b 1t45c	160.40	- .40	-- --	-- --	-- --	-- --	11/28	18:00
Texaco	b 1t45c	160.40	- .40	-- --	-- --	-- --	-- --	11/28	18:00

Marathon	b 1-10	160.51	+	.11	-- --	-- --	-- --	-- --	11/28	18:00
TransMont	u N-10	166.32	-	.40	-- --	-- --	-- --	-- --	11/28	18:00
GULF-GIE	u Net	169.75	-	.40	-- --	-- --	-- --	-- --	11/28	18:00
LOW RACK		156.41			-- --		-- --			
HIGH RACK		169.75			-- --		-- --			
RACK AVG		159.98			-- --		-- --			
OPIS GULF COAST SPOT MEAN - 11/28										
FOB COLONIAL		146.705			-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)										
FOB MIAMI		153.63			-- --		-- --			
BRD LOW RACK		157.99			-- --		-- --			
BRD HIGH RACK		160.51			-- --		-- --			
BRD RACK AVG		159.52			-- --		-- --			
UBD LOW RACK		156.41			-- --		-- --			
UBD HIGH RACK		169.75			-- --		-- --			
UBD RACK AVG		160.57			-- --		-- --			
CONT AVG-11/29		159.98			-- --		-- --			
CONT LOW-11/29		156.41			-- --		-- --			
CONT HIGH-11/29		169.75			-- --		-- --			

o=out of product

MIAMI, FL

2016-11-29 10:00:04 EST

OPIS CONTRACT BENCHMARK FILE

OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES

	Terms	No.2	Move	No.1	Move	Pre	Move	Date	Time
Shell	u N-10	156.91	- .39	-- --	-- --	-- --	-- --	11/28	18:00
Musket	u N-10	157.00	- .75	-- --	-- --	-- --	-- --	11/28	18:00
FlntHlsRs	u N-10	157.55	- .40	-- --	-- --	-- --	-- --	11/28	18:00
Colonial	u N-10	158.25	- .25	-- --	-- --	-- --	-- --	11/28	18:00
Marathon	u N-10	158.55	+ .10	-- --	-- --	-- --	-- --	11/28	18:00
Coastal	b 125-3	159.60	- 1.19	-- --	-- --	-- --	-- --	11/28	18:00
Sunoco	b 125-3	159.60	- 1.19	-- --	-- --	-- --	-- --	11/28	18:00
Citgo	b 1-10	159.85	- .31	-- --	-- --	-- --	-- --	11/28	18:00
Citgo	u 1-10	159.85	- .31	-- --	-- --	-- --	-- --	11/28	18:00
BP	b 1-10	160.07	- .40	-- --	-- --	-- --	-- --	11/28	18:00
Valero	u N-10	160.50	- .40	-- --	-- --	-- --	-- --	11/28	18:00
Marathon	b 1-10	161.01	+ .10	-- --	-- --	-- --	-- --	11/28	18:00
TransMont	u N-10	166.82	- .40	-- --	-- --	-- --	-- --	11/28	18:00
GULF-GIE	u Net	170.25	- .40	-- --	-- --	-- --	-- --	11/28	18:00
LOW RACK		156.91		-- --		-- --			
HIGH RACK		170.25		-- --		-- --			
RACK AVG		160.68		-- --		-- --			
OPIS GULF WATERBORNE DELIVERED SPOT (SRI)									
FOB MIAMI		153.98		-- --		-- --			
BRD LOW RACK		159.60		-- --		-- --			
BRD HIGH RACK		161.01		-- --		-- --			
BRD RACK AVG		160.03		-- --		-- --			
UBD LOW RACK		156.91		-- --		-- --			
UBD HIGH RACK		170.25		-- --		-- --			
UBD RACK AVG		161.09		-- --		-- --			
CONT AVG-11/29		160.68		-- --		-- --			
CONT LOW-11/29		156.91		-- --		-- --			
CONT HIGH-11/29		170.25		-- --		-- --			

o=out of product



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

December 22, 2016

ADDENDUM #1, BID E-13-17

Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative Group

To Whom It May Concern,

Please review the following question and the City's answer.

Q1: I wanted to confirm the volume on the bid as it seems to be a sizable difference from last year. Last year's volume: 21,434,744 gallons. This year's volume: 3,621,580 gallons. I wanted to make sure we recorded the correct gallons in our system and communicated it to our bid team.

A1: The aggregate fuel capacity of the Southeast Florida Governmental Purchasing Cooperative Group, which is shown in Attachment B, represents only one fill-up of all the tanks owned by each participating Co-op member. Attachment D "Co-op volume report Jan-Dec 2015" may be more useful for annual volume projections, as it records a full year's history of multiple deliveries.

Q2: [We] would like to prepare a proposal for the above referenced bid. However, I would like to know if we have to bid on all sites, or can we bid on just the tanker sites?

A2: This is an "all or nothing" solicitation. The successful proposer will be expected to provide diesel AND unleaded gasoline to all participating Co-op agencies.

Q3: Please provide a copy of the prior bid tabulations, invoice and bill of lading for our records for each location with a tank capacity of 5,000 or more.

A3: The previous contract, Attachment C Coral Springs Contract 14-A-035 RFP has been added to the attachments tab. As the successful proposer will bill, deliver to, and enter into separate contracts with approximately 40 participating Co-op agencies, there is no single source for the invoices and bills of lading for each of these agencies.

Q4: What are the volumes for this bid, either by agency or total? I need to be able to judge the commitments that need to be made and realistic projections of what products will be needed and in what quantity.

A4: Attachment D "Co-op volume report Jan-Dec 2015" has been added to the attachments tab.

Q5: What agencies may use their own trucks and what volumes would they require?

A5: Presently, the City of Boca Raton uses their own trucks. Attachment D "Co-op volume report Jan-Dec 2015" contains a record of their volume.

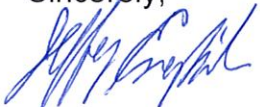
Attachments C and D have been added to the attachments tab of the electronic solicitation. Addendum #1 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) January 13, 2017**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 20, 2017**.

The remainder of the solicitation is unchanged at this time.

Sincerely,



Jeff English
Purchasing Agent

cc: website



**City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060**

January 13, 2017

ADDENDUM #2, BID E-13-17

**Unleaded Gasoline and Diesel Fuel for Southeast Florida Purchasing Cooperative
Group**

To Whom It May Concern,

Please review the following question and the City's answer.

Q1: Who is your current vendor?

A1: Macmillan Oil Company of Fl. Inc. is the current vendor.

Q2: Is there a fee for submitting the proposal online? If so, what is that fee?

A2: There is no fee for submitting a proposal in the City's eBid system.

Q3: Are vendors required to provide pricing for the Alternative Fuels?

A3: Pricing Methodology is required **only if** a proposal includes additional fuels, which are "optional" per section 1.2 of Attachment A. Section 2.7 of Attachment A states:

"Proposers may submit under a separate cover a price proposal on the following fuels. Proposers must outline the Pricing Methodology for each additional fuel product proposed."

Q4: What are the payment terms? The bid references both 45 day and 15 day terms.

A4: Payment will be ***made by each Participating Agency*** within fifteen (15) calendar days from delivery of product at Participating Agency's location via wire transfer to seller's account and bank, as indicated on the invoice. The language for 45 day payment has been removed from page 18 of the solicitation document.

Q5: Can you please provide how many gallons are delivered via tank-wagon delivery?

A5: Attachment E - Broward COOP 2016 Usage has been added to assist in estimation.

Q6: Can you please provide how many gallons are delivered via transport delivery?

A6: Attachment E - Broward COOP 2016 Usage has been added to assist in estimation.

Q7: What is the size of your tank-wagon loads?

A7: Participating Co-op members have different size tanks. For estimation purposes, proposers may use Attachment B, which shows the tank sizes at each site.

Q8: What percentage of the loads will be split between sites?

A8: That information is subject to change, as "The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency."

Q9: Will the transport loads be billed on gross or net gallons.

A9: In Attachment A, page 8 of 9 reads as follows: "Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation."

Q10: Please provide current copies of invoices and bill of lading for each product.

A10: Attachment H, which is a Pompano Beach invoice for 87 Octane with 10% ethanol, and Attachment G "2017 Fuel Taxes" are added to the attachments tab as examples. The winning proposer may request invoice samples from participating Co-op members.

Q11: How many gallons of Midrange Unleaded 90 Octane were delivered under the current contract?

A11: Attachment E "Broward COOP 2016 Usage" has been added to assist in estimation.

Q12: How many gallons of recreational Unleaded 90 octane were delivered under the current contract?

A12: Attachment E "Broward COOP 2016 Usage" has been added to assist in estimation.

Q13: How many gallons of Ultra Low Sulphur #2 Red Dye Diesel were delivered under the current Contract?

A13: Attachment E "Broward COOP 2016 Usage" has been added to assist in estimation.

Q14: How many gallons of Biodiesel Fuel B5 were delivered under the current contract?

A14: Attachment E "Broward COOP 2016 Usage" has been added to assist in estimation.

Q15: How many gallons of Biodiesel Fuel B20 were delivered under the current contract?

A15: Attachment E "Broward COOP 2016 Usage" has been added to assist in estimation.

Q16: How many gallons of E95 Fuel Ethanol were delivered under the current contract?

A16: Attachment E "Broward COOP 2016 Usage" has been added to assist in estimation.

Q17: Can you please provide us with an average order size per delivery site?

A17: Attachment E "Broward COOP 2016 Usage" has been added to assist in estimation.

Q18: What are the hours that each site is open to receive deliveries?

A18: The winning proposer must compile this information after award.

Q19: Are there any bonds required?

A19: No bonding is required for this solicitation.

Q20: When is the anticipated award date for the bid? Will individual members award on a different date, if so what dates will those be?

A20: There will be one award for this Co-op contract, hopefully by the 2/28/17 Pompano Beach City Commission meeting. However the participating Co-op members must take the executed Co-op contract to their individual commissions for approval.

Q21: A FOIA request was sent to your purchasing department, may we have an update on its status? If the FOIA request must be made to individual members, please provide us with email or fax numbers of the purchasing departments of the members. If a list of contact information cannot be provided, please forward our FOIA request to your individual members?

A21: The Pompano Beach purchasing Department has no access to invoices and bills of lading sent to participating Co-op members. Neither do we know the procedure for requesting records from each of the 45 different agencies in the Southeast Florida Governmental Purchasing Cooperative. Therefore a request sent to our department [through the City Clerk's office] may only qualify as a formal Freedom of Information Act request to the City of Pompano Beach. However, Attachment H, which is a Pompano Beach invoice for 87 Octane with 10% ethanol, and Attachment G "2017 Fuel Taxes" are added to the attachments tab as examples.

Q22: Do your members currently receive any discounts from their current vendor?

A22: No, we do not currently receive discounts.

Q33: Is there a preference for locally based vendors? If so what is the amount of the preference?

A23: There is no stated numerical preference for local vendors. The Co-operative may prefer the most reliable fuel source for emergency and non-emergency operations.

Q24: Are any of the tanks part of a keep fill program?

A24: No, there is no keep fill program.

Q15: For the taxes added at the time of invoicing, should those taxes be listed as separate line items or be included in the price?

A25: Taxes should be itemized. Attachment H, which is a Pompano Beach invoice for 87 Octane with 10% ethanol, and Attachment G "2017 Fuel Taxes" are added to the attachments tab as examples.

Q26: What information will you be reading out loud at the bid opening?

A26: At the opening of this RFP, we will only read the names of the participating proposers.

Q27: If we attend the bid opening, will we be able to review other submitted bids?

A27: No, there will be no reviewing of submitted proposals. Pursuant to section 119.071 of Florida Statutes, agencies are exempt from public disclosure of "competitive solicitation" records "until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier."

Q28: If we do not attend the bid opening, how and when will we be notified of the low bidder and can we receive a copy of the bid tabulations?

A28: This solicitation is not an invitation for bids, so there will be no bid tabulation.

Q29: Which OPIS average is being used, Miami, Ft. Lauderdale or Port Everglades?

A29: Miami. Attachment F "OPIS Average [Miami]" has been added to the attachments tab.

Q30: Should we assume that if there is not an answer for above or below in regards to the tanks, that the tank is then, above ground?

A30: The winning proposer may verify prior to delivery.

Page 18 of the solicitation document has been modified as attached. Addendum #2 is posted on the City's eBid website: <http://pompanobeachfl.ionwave.net>. Acknowledge receipt of this Addendum using the Addendum Attribute on the Attributes tab in the eBid System.

The deadline for receipt of written questions is **5:00 p.m. (local) January 13, 2017**. No further questions will be accepted after this date. Oral and other interpretations or clarifications will be without legal effect.

The deadline for acceptance of sealed bids in the Purchasing Office, 1190 N.E. 3rd Avenue, Bldg. C, Pompano Beach, 33060, is **2:00 p.m. (local), January 20, 2017**.

The remainder of the solicitation is unchanged at this time.

Sincerely,



Jeff English
Purchasing Agent

cc: website

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

8. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

9. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

10. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

11. Invoicing/Payment

Payment will be **made by each Participating Agency** within fifteen (15) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

12. Public Records

a. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

- i. Keep and maintain public records required by the City in order to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;