RFP NO. 14-A-035
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. DEFINED TERMS

1.1 Terms used in these Instructions to Offerors are defined and have the meaning assigned to them. The term "Offeror" means one who submits a Proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Coral Springs, a municipal corporation of the State of Florida. The term "Proposal Documents" includes the Request for Proposals, Instructions to Offerors, Proposal, Qualifications Statement, Non-Collusive Affidavit, Corporate Resolution or Letter of Transmittal, Proposal Security and Specifications, if any, and the proposed Contract Documents, if any, (including all Addenda issued prior to receipt of Proposals). The term "CONTRACTOR" shall mean the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

2. SPECIAL CONDITIONS

2.1 Any and all Special Conditions that may vary from the General Conditions shall have precedence.

3. EXAMINATION OF CONTRACT DOCUMENTS

3.1 Before submitting a Proposal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the Proposal Documents; and (c) notify the Purchasing Administrator of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

4. SPECIFICATIONS

4.1 The apparent silence of the Specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only products of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

4.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

5. INTERPRETATIONS AND ADDENDA

5.1 If the Offeror should be in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, Offeror shall submit a written request directed to the Purchasing Administrator for interpretation or clarification. Such request must reference the date of Proposal opening and Proposal number and should be received by the Purchasing Administrator at least ten (10) calendar days before the date of the formal opening of the Proposals. Questions received less than ten (10) calendar days prior to the Proposal opening may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda and shall be mailed to all parties recorded by CITY'S Purchasing Administrator as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification will be made.

6. PRICES PROPOSED

6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.

6.2 All proposal costs for fuel and any alternate proposal costs for service shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

7. NON-COLLUSIVE AFFIDAVIT

7.1 Each Offeror shall complete the Non-Collusive Affidavit Form and shall submit the form with the Proposal. CITY considers the failure of the Offeror to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

8.1 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 Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. OCCUPATIONAL HEALTH AND SAFETY

9.1 In compliance with Chapter 442, Florida Statues, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this Proposal must be accompanied by a Material Safety Data Sheet (MSDS) that may be obtained from the manufacturer. The MSDS must include the following information:

9.1.1 The chemical name and the common name of the toxic substance

9.1.2 The hazards or other risks in the use of the toxic substance, including:

(a) The potential for fire, explosion, corrosivity and reactivity;
(b) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and

(c) The primary routes of entry and symptoms of overexposure.

9.1.3 The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of exposure.

9.1.4 The emergency procedure for spills, fire, disposal and first aid.

9.1.5 A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.

9.1.6 The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

9.2 Bidder warrants that the commodities supplied to CITY shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended and the failure to comply with this condition will be considered a breach of contract.

10. CONFLICT OF INTEREST

10.1 The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of any of the participating agencies. Further, all Offerors must disclose the name of any officer or employee of a participating agency who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

11. SUBMISSION OF PROPOSALS

11.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror must be initialed.

11.2 Proposals must contain a manual signature of the authorized representative of the Offeror. Proposals shall contain an acknowledgment of receipt of all Addenda. The address and telephone number for communications regarding the Proposal must be shown.

11.3 Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

11.4 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 Proposals shall be submitted at or before the time and at the place indicated in the Request for Proposals and shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope shall be clearly marked on the exterior "*PROPOSAL FOR UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP* BY THE CITY OF CORAL SPRINGS, FLORIDA," and shall state the name and address of the Offeror and shall be accompanied by any other required documents. No responsibility will attach to the Purchasing Office for the premature opening of a Proposal not properly addressed and identified.

11.6 In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable state and federal law, the Request for Proposal and the responses thereto are in the public domain. However, the Offerors are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be

exempt from disclosure, citing specifically the applicable exempting law.

11.7 All Proposals received from Offerors in response to the Request for Proposal will become the property of CITY and will not be returned to the Offerors. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY.

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

12.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

12.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

13. REJECTION OF PROPOSALS

13.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

13.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

14. QUALIFICATIONS OF OFFERORS

14.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.

14.2 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.

15. ENVIRONMENTAL REGULATIONS

15.1 CITY reserves the right to consider Offeror's history of citations and/or violations of environmental regulations in determining an Offeror's responsibility, and further reserves the right to declare an Offeror not responsible if the history of violations warrant such determination. Offeror shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Offeror that there are no citations or violations. Offeror shall notify CITY immediately of notice of any citation or violation, which Offeror may receive after the Proposal opening date and during the time of performance of any contract awarded to Offerors.

16. INSURANCE

16.1 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.

16.2 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

(a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) Comprehensive General Liability Insurance with the following minimum limits of liability:

$ 2,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

$ 1,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(1) Premises and Operations;
(2) Independent Contractors;
(3) Products and Completed Operations;
(4) Broad Form Property Damage;
(5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract.

(c) Environmental Liability with minimum limits of: $500,000 per occurrence with a maximum deductible of $10,000 without restrictive endorsements as filed by the Insurance Services office.

(d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Successful Offeror in the performance of the work with the following minimum limits of liability:

$ 2,000,000	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

16.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written

notice has been given to CITY by certified mail.

16.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

16.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

16.6 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.

16.7 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

16.8 See Attachment "A", Paragraph 13 for additional insurance requirements.

17. INDEMNIFICATION

17.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, Successful Offeror shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Offeror or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

18. WARRANTIES

18.1 Successful Offeror warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

19. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

19.1 During the performance of the Contract, the Successful Offeror shall not discriminate

against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

20. TERMINATION FOR CAUSE AND DEFAULT

20.1 In the event Successful Offeror shall default in any of the terms, obligations, restrictions or conditions in any of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to Successful Offeror of the default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event Successful Offeror has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case Successful Offeror shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

21. TERMINATION FOR CONVENIENCE OF CITY

21.1 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to Successful Offeror, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to Successful Offeror must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, Successful Offeror shall promptly discontinue all services at the time and to the extent indicated on the notice of termination, terminate any and all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary.

22. AUDIT RIGHTS

22.1 CITY reserves the right to audit the records of Successful Offeror as related to the products and services provided under the contract, at any time during the performance and term of the Contract and for a period of three (3) years after contract

expiration or termination by CITY. If required by CITY, Successful Offeror shall agree to submit to an audit by an independent certified public account selected by CITY for contracted products and services. Successful Offeror shall allow CITY to inspect, examine and review the records of Successful Offeror as related to the contracted products and services at any and all times during normal business hours during the term of the Contract. These records shall include, but not be limited to the Platts pricing data upon which pricing is established under the contract resulting from this Request for Proposals.

During each contract term, the City may engage the services of a professional firm to audit the accuracy of the pricing schedules, emails, billings and any other pertinent records of the Offeror. The Offeror shall pay for the services of this audit firm in an amount not to exceed $3,000.00.

23. ASSIGNMENT

23.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

23.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

24. GOVERNING LAWS: This RFP/Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to principles of conflicts of laws thereof.

25. VENUE: Any litigation arising out of this RFP/Agreement shall be brought in the County Circuit Court where the Participating Agency is located.

PROPOSAL FORM FOR UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP RFP 14-A-035

SUBMITTED TO: City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform all work as specified in the RFP Documents for the price(s) and within the time indicated in this RFP, and in accordance with the terms and conditions of the RFP Documents.

2. Proposer accepts and hereby incorporates by reference in this Form all of the terms and conditions of the RFP.

3. Proposer has examined the insurance requirements of the RFP, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.

4. Proposer has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the RFP and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Proposer.

5. Proposer proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the contract described as follows:

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

#2

6. Bidder will provide the product(s) for the following price(s) using the Methodology described in Attachment "A". Paragraph 2, " Pricing Methodology":

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	CBOB	$ _____	$ _____
2	Ethanol	$ _____	$ _____
3	Diesel Fuel #2 Ultra Low Sulfur	$ _____	$ _____
4	Lump Sum Additional Delivery Charge for Deliveries beyond 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.

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

Optional Payment Method: Should any participating entity choose to pay for fuel via use of the entities Procurement Cards, provide a surcharge percentage (if any) that would be added to the cost of fuel for this payment method _____%.

If your firm does not accept this payment method, please indicate same by checking the following box:

☒ We do not accept procurement cards as a payment method.

7. Acknowledgement is hereby made of the following Addenda (identified by number) received since issuance of the Invitation to Bid:

Addendum No. 1 Date 4/4/2014
Addendum No. 2 Date 4/4/2014
Addendum No. 3 Date 4/4/2014

8. PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW THE INSURANCE COVERAGE REQUIREMENTS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH ALL INSURANCE REQUIREMENTS.

9. Communications concerning this Bid shall be addressed to:

Name: WILLIAM PUTNAM

Address: 2955 EAST 11 AVENUE

HIALEAH, FLORIDA 33013

Telephone No. (305) 384-7625

Fax No. (305) 693-1880

10. The following documents are attached to and made as a condition to this Proposal:

(a) Proposal Form and Offeror's Certification
(b) Certified Resolution
(c) Qualifications Statement
(d) Non-Collusive Affidavit
(e) Offeror's Foreign (Non-Florida) Corporate Statement
(f) Certificate(s) of Insurance

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 4 day of APRIL, 2014.

By: _____
Signature of Individual

_____
Witness

_____
Witness

_____
Printed Name of Individual

_____

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this_____day of _____, 201__, by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

_____
Printed Name of Firm

By:_____
Signature of Owner

_____
Witness

_____
Printed Name of Individual

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201___, by _____(Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 201__.

_____
Printed Name of Partnership

By:_____
Signature of General or Managing Partner

_____
Witness

_____
Printed Name of partner

_____
Witness

_____
Business Address

_____
City/State/Zip

_____
Business Phone Number

_____
State of Registration

State of_____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 201__, by _____(Name), _____(Title) of _____ _____(Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this 4 day of APRIL, 2014.

MACMILLAN OIL COMPANY OF FL INC
Printed Name of Corporation

FLORIDA
Printed State of Incorporation

By: [signature]
Signature of President or other authorized officer

(CORPORATE SEAL)

AMANCIO ALONSO
Printed Name of President or other authorized officer

ATTEST:

By [signature]
Secretary

2955 EAST 11 AVE
Address of Corporation

HIALEAH, FL 33013
City/State/Zip

(305) 691-7814
Business Phone Number

State of FLORIDA
County of MIAMI DADE

The foregoing instrument was acknowledged before me this 4 day of APRIL, 2014, by AMANCIO ALONSO (Name), PRESIDENT (Title) of MACMILLAN OIL COMPANY OF FL INC (Company Name) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

[signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
William P. Putnam
COMMISSION # EE 194272
EXPIRES: JUN. 22, 2016
WWW.AARONNOTARY.com

(Name of Notary Public: Print, Stamp, or type as Commissioned)

CERTIFIED RESOLUTION

I, DANIEL ALONSO (Name), the duly elected Secretary of MACMILLAN OIL CO OF FL INC (Corporate Title), a corporation organized and existing under the laws of the State of FLORIDA, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the Said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT AMANCIO ALONSO (Name)" The duly elected PRESIDENT (Title of Officer) of MACMILLAN OIL CO OF FL INC (Corporate Title) be and is hereby authorized to execute and submit a Bid and Bid Bond, if such bond is required, to the City of Coral Springs and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Coral Springs shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

NAME	TITLE	SIGNATURE
AMANCIO ALONSO	PRESIDENT	

Given under my hand and the Seal of the said corporation this 4 day of APRIL, 2014.

(SEAL)

By: _____
Secretary

DANIEL ALONSO . SECRETARY
VP
Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Coral Springs that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA)
)ss.
County of MIAMI DADE

AMANCIO ALONSO being first duly sworn, deposes and says that:

(1) He/she is the PRESIDENT, (Owner, Partner, Officer, Representative or Agent) of MACMILLAN OIL COMPANY of the Bidder that has submitted the attached Bid;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure trough any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

AMANCIO ALONSO
(Printed Name)

PRESIDENT
(Title)

ACKNOWLEDGEMENT

State of FLORIDA
County of MIAMI DADE

The foregoing instrument was acknowledged before me this 4 day of APRIL, 2014, by AMANCIO ALONSO, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

William P. Putnam
COMMISSION # EE 194272
EXPIRES: JUN. 22, 2016
WWW.AARONNOTARY.com

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

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

SUBMITTED TO: City of Coral Springs
(Purchasing Administrator)

ADDRESS: 9551 West Sample Road
Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: MAC MILLAN OIL COMPANY OF FL

Corporation
Partnership
Individual
Other

NAME AMANCIO ALONSO

ADDRESS: 2955 EAST 11 AVE
HIALEAH, FL 33013

TELEPHONE NO. (305) 691.7814

FAX NO. (305) 693-1880

E-MAIL ADDRESS: William@macmillanoil.com

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is: MAC MILLAN OIL COMPANY OF FLORIDA INC

   The address of the principal place of business is: 2955 EAST 11 AVE
   HIALEAH, FL 33013

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 06/01/1951
   b. State of Incorporation: FLORIDA
   c. President's name: AMANCIO ALONSO
   d. Vice President's name: DANIEL ALONSO
   e. Secretary's name: DANIEL ALONSO
   f. Treasurer's name:

g. Name and address of Resident Agent:

2955 HOLDING COMPANY INC
2955 EAST 11 AVE
HIALEAH, FL 33013

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

63

a. Under what other former names has your organization operated?

7. Indicate registration, license numbers or certificate numbers for the businesses or professions which are the subject of this Bid. Please attach certificate of competency and/or state registration.

FUEL LICENSE 205638

0000006

FLORIDA DEPARTMENT OF REVENUE

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 02/05
10/23/13

MACMILLAN OIL CO OF FLORIDA INC
ATTN WILLIAM PUTNAM/MACMILLIAN
2955 E 11TH AVE
HIALEAH FL 33013-3509

Dear Taxpayer:

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

FLORIDA DEPARTMENT OF REVENUE

Fuel/Pollutants License

Issued Pursuant to Chapter 206, Florida Statutes

DR-114
R. 02/05
10/23/13

License Number: 205638
FEIN Number: 59-0648243

Expiration Date: 12/31/2014

License Activity: Wholesaler
Exporter

MACMILLAN OIL CO OF FLORIDA INC
ATTN WILLIAM PUTNAM/MACMILLIAN
2955 E 11TH AVE
HIALEAH FL 33013-3509

Location:

License is Not Transferable – It Must be Posted in a Conspicuous Place

This business has complied with the required provisions of Chapter 206, Florida Statutes, and is authorized to engage in fuel activities under the license activity classification listed above. If no expiration date is listed, the license is valid until notified by the Department of Revenue.

City of Hialeah

Business Tax Receipt

2013-14

Mayor Carlos Hernandez

No: 424720B2 (OLD-5172B1) Amount: $ 125.00

The person, firm or corp. listed here has paid the business tax required to engage in or operate the business specified subject to the regulations and restrictions of the City of Hialeah, Florida

Owner: 2955 HOLDING COMPANY INC (AMANCIO ALONSO PRE.

Type of Business: Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)

MACMILLAN OIL COMPANY OF FLORIDA INC.
2955 E 11 AVE
HIALEAH, FL 33013

Business Location:

2955 E 11 AVE

Validating No.: 0000

Expires September 30, 2014

THIS IS NOT A BILL

000186

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

LBT

120386

BUSINESS NAME/LOCATION
MACMILLAN OIL COMPANY OF FLORIDA INC
2955 E 11 AVE
HIALEAH FL 33013

RECEIPT NO.
RENEWAL
120386

EXPIRES
SEPTEMBER 30, 2014
Must be displayed at place of business
Pursuant to County Code
Chapter 8A – Art. 9 & 10

OWNER
MACMILLAN OIL CO OF FL INC
Employee(s) 1

SEC. TYPE OF BUSINESS
220 TANGIBLE PERSONAL PROP DLR

PAYMENT RECEIVED BY TAX COLLECTOR
$45.00 07/10/2013
TXHS1-13-021243

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles – Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Certificate of Status Verification

Listed below is the current information for the entity for which you are requesting a certificate of status. If this information is what you require for certification, please press the "Continue" button. If you do not wish to continue with this certification, press your browser "Back" button or select to return to the Sunbiz home page.

Document Number	164271
Corporate Name	MACMILLAN OIL COMPANY OF FLORIDA INC
State of Inc	FL
Filing Date	06/01/1951
Document Type	Florida Profit Corporation
Document Status	ACTIVE
Last Trans Date	01/08/1990
Last Annual Report Date	01/24/2014
Last Annual Report Year	2014

If this is not the correct information, please hit your browsers' 'Back' button and enter another document number.

Continue

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS www.sunbiz.org

Detail by Entity Name

Florida Profit Corporation

MACMILLAN OIL COMPANY OF FLORIDA INC

Filing Information

Document Number	164271
FEI/EIN Number	590648243
Date Filed	06/01/1951
State	FL
Status	ACTIVE
Last Event	EVENT CONVERTED TO NOTES
Event Date Filed	01/08/1990
Event Effective Date	NONE

Principal Address

2955 EAST 11TH AVENUE
HIALEAH, FL 33013

Changed: 01/15/2009

Mailing Address

2955 EAST 11TH AVENUE
HIALEAH, FL 33013

Changed: 01/15/2009

Registered Agent Name & Address

2955 HOLDING COMPANY INC
2955 EAST 11 AVENUE
HIALEAH, FL 33013

Name Changed: 01/07/2010

Address Changed: 03/17/1995

Officer/Director Detail

Name & Address

Title PDT

ALONSO, AMANCIO
2955 E 11TH AENUE
HIALEAH, FL

Title SD

ALONSO, DANIEL
2955 E 11TH AVENUE
HIALEAH, FL

Annual Reports

Report Year	Filed Date
2012	02/08/2012
2013	01/23/2013
2014	01/24/2014

Document Images

01/24/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
02/08/2012 -- ANNUAL REPORT	View image in PDF format
01/05/2011 -- ANNUAL REPORT	View image in PDF format
01/07/2010 -- ANNUAL REPORT	View image in PDF format
01/15/2009 -- ANNUAL REPORT	View image in PDF format
01/09/2008 -- ANNUAL REPORT	View image in PDF format
01/18/2007 -- ANNUAL REPORT	View image in PDF format
02/02/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
02/02/2004 -- ANNUAL REPORT	View image in PDF format
02/06/2003 -- ANNUAL REPORT	View image in PDF format
05/22/2002 -- ANNUAL REPORT	View image in PDF format
05/17/2001 -- ANNUAL REPORT	View image in PDF format
05/10/2000 -- ANNUAL REPORT	View image in PDF format
04/14/1999 -- ANNUAL REPORT	View image in PDF format
06/02/1998 -- ANNUAL REPORT	View image in PDF format
05/02/1997 -- ANNUAL REPORT	View image in PDF format
04/16/1996 -- ANNUAL REPORT	View image in PDF format
03/17/1995 -- ANNUAL REPORT	View image in PDF format

Copyright © and Privacy Policies
State of Florida, Department of State

8. Do you have a complete set of documents?
(Y) X (N) _____

9. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided in the past two (2) years, and to which you refer (government owners are preferred as references).

JESUS LEE 111 NW 1ST ST, MIAMI, FL (305) 375-4564
(name) (address) (phone number)

ANDREW BACCHI 400 NW 70 AVE, PLANTATION, FL (954) 797-2649
(name) (address) (phone number)

KARLA DIXON STATE OF FLORIDA (850) 487-2304
(name) (address) (phone number)

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).

SEE ATTACHED

A – Amancio Alonso – President – over 35 years experience in all aspects of fuel distribution

B – Daniel Alonso – Vice President – Over 15 years in fuel distribution

C – William Putnam – General Manager - Over 10 years in fuel distribution

E – Armando Pita – Fleet Manager - Over 17 years in transportation dispatch

F – Raisa Insua – Dispatcher - Over 22 years in transportation dispatch

THE PROPOSER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY PROPOSER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE PROPOSER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE BID, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

_____
Signature

State of FLORIDA
County of MIAMI DADE

The foregoing instrument was acknowledged before me this 4 day of APRIL, 2014 by AMANCIO ALONSO of PRESIDENT, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
William P. Putnam
COMMISSION # EE 194272
EXPIRES: JUN. 22, 2016
www.AuroraNotary.com

_____
(Name of Notary Public: Print, Stamp, or type as Commissioned)

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

If your corporation is exempt from the requirements of Section 607.1501, Florida Statutes, YOU MUST CHECK BELOW the reason(s) for the exemption. Please contact the Department of State, Division of Corporations at (850) 245-6051 for assistance with corporate registration or exemptions.

607.1501 Authority of foreign corporation to transact business required.

(1) A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State.

(2) The following activities, among others, do not constitute transacting business within the meaning of subsection (1):

_____(a) Maintaining, defending, or settling any proceeding.
_____(b) Holding meetings of the board of directors or shareholders or carrying on other activities concerning internal corporate affairs.
_____(c) Maintaining bank accounts.
_____(d) Maintaining officers or agencies for the transfer, exchange, and registration of the corporation's own securities or maintaining trustees or depositories with respect to those securities.
_____(e) Selling through independent contractors.
_____(f) Soliciting or obtaining orders, whether by mail or through employees, agents, or otherwise, if the orders require acceptance outside this state before they become contracts.
_____(g) Creating or acquiring indebtedness, mortgages, and security interests in real or personal property.
_____(h) Securing or collecting debts or enforcing mortgages and security interests in property securing the debts.
_____(i) Transacting business in interstate commerce.
_____(j) Conducting an isolated transaction that is completed within 30 days and that is not one in the course of repeated transactions of a like nature.
_____(k) Owning and controlling a subsidiary corporation incorporated in or transacting business within this state or voting the stock of any corporation which it has lawfully acquired.
_____(l) Owning a limited partnership interest in a limited partnership that is doing business within this state, unless such limited partner manages or controls the partnership or exercises the powers and duties of a general partner.
_____(m) Owning, without more, real or personal property.

(3) The list of activities in subsection (2) is not exhaustive.

(4) This section has no application to the question of whether any foreign corporation is subject to service of process and suit in this state under any law of this state.

Please check one of the following if your firm is NOT a corporation:

(I) _____ Partnership, Joint Venture, Estate or Trust
(II) _____ Sole Proprietorship or Self Employed

NOTE: This sheet MUST be enclosed with your bid if you claim an exemption or have checked I or II above. If you do not check I or II above, your firm will be considered a corporation and subject to all requirements listed herein.

_____
BIDDER'S CORRECT LEGAL NAME

_____
SIGNATURE OF AUTHORIZED AGENT OF BIDDER

RFP 14-A-035
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 ***Platts*** price published in the "U.S. Market Scan" as described herein ***for the date prior to 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

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

Component 1 (CBOB Component)

Daily Published ***Platts*** Gulf Coast Water Borne mean price for Conventional Blendstock for Oxegenate Blending (CBOB) (For the applicable Reid Vapor Pressure - RVP on the date of delivery of product at the rack)

Plus

Positive or Negative differential proposed for Conventional Blendstock for Oxegenate Blending (CBOB) (Differential to be constant regardless of the applicable RVP.)

Times .9 Equals the CBOB Component

_____

Component 2 (Ethanol Component)

Daily Published Platts New York Harbor Barge mean price for Ethanol

Plus

Positive or Negative differential proposed for Ethanol.

Times .1 Equals the Ethanol Component

_____

Price 87 Unleaded

Total Price Equals CBOB Component Plus Ethanol Component

_____

Formula for illustrative purposes:

Price = .9 x (CBOB + CBOB differential) + .1 x (Ethanol + Ethanol differential)

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

- Daily Published Platts Gulf Coast Water Borne mean price for Ultra Low Sulfur Diesel = 100% of cost per gallon.

PLUS

Positive or Negative differential proposed for Ultra Low Sulfur Diesel.

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, Ethanol 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.

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 Platts publication is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or

B. The listing of prices for the Platts Gulf Coast or New York Harbor (as applicable) 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 Platts Gulf Coast Water Borne mean prices or New York Harbor computation becomes non-representative of the market.

D. The Successful Proposer provides clear and convincing proof that market conditions unrelated to the Platts 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 the Oil Price Information Service Contract Benchmark File:

Ultra Low Sulfur Distillate (Diesel) and CBOB Ethanol (10%) Daily: Fuel prices shall be based on the rack average daily price for the preceding day as published in the Oil Price Information Service (OPIS) Report for Miami, Florida plus a firm markup or discount, which shall not be below a discount of .05¢ per gallon or a markup of five cents (5¢) per gallon. Such discount or markup shall be negotiated at the time that an adjustment to the pricing methodology is being considered.

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 ***Platts*** 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 Coral Springs 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 Coral Springs 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: purchase@coralsprings.org.

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 <u>no more</u> 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.

Bidders 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. INSURANCE REQUIRED:

Proposed carrier shall be required to provide evidence of the following minimum amounts of insurance coverage to all participating agencies. During the term of the agreement and prior to each subsequent renewal thereof, the carrier shall provide this evidence to all participating agencies prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance: Carrier shall maintain commercial General Liability Insurance, or similar form, at a limit of liability not less than $2,000,000 each occurrence for bodily injury, personal injury and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or completed operations, personal injury/advertising, liability, contractual liability and broad form property damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

Business auto policy, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers coverage Forms Endorsement, at a minimum limit not less than $2,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of $1,000,000, the participating agency reserves the right, but not the obligation to review and request a copy of the carrier's most recent annual report or audited financial statements. The policy shall be endorsed to include "participating agency name" as additional insured. (In this context, the term "autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads). In the event the carrier neither owns nor leases automobiles, the business Auto Liability requirement shall be amended allowing the Carrier to maintain only hired and non-owned auto liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

Worker's Compensation and Employer's Liability Insurance. The carrier shall maintain Workers' Compensation and Employer's Liability insurance in accordance with Florida Statute Chapter 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the Carrier in the types and amounts required hereunder shall be transmitted to all participating agencies via the insurance company/agent.

Except as to Business auto, worker's compensation and Employer's Liability (and professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include the participating agency as an additional insured.

Further, said certificate(s) shall unequivocally provide thirty (30) days (except 10 days for non-payment) written notice to the participating agency prior to any adverse change, cancellation or non-renewal of coverage thereunder.

It is the responsibility of the carrier to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must be acceptable to and