

Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Bid”. Be sure to include the name of the company submitting the bid where requested.

SEALED BID • DO NOT OPEN

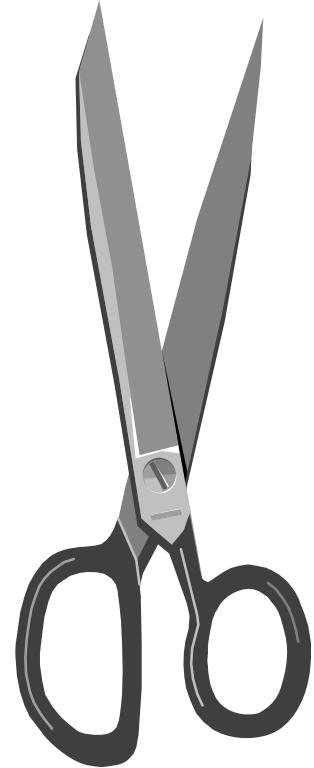
SEALED BID NO.: **067-0031-B (RM)**

BID TITLE: **FUEL: GASOLINE AND DIESEL (COOP)**

DUE DATE/TIME: **OCTOBER 17, 2006 @ 3:00 PM**

SUBMIT BY: _____
(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this bid. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase, from which you obtained this bid. Before submitting your bid/proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return addendum acknowledgement form with completed bid package if applicable.

**SUBMIT
BID TO:**

Pinellas County Board of County Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

INVITATION TO BID

**PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID TITLE: FUEL: GASOLINE AND DIESEL (COOP)

PRE-BID CONFERENCE: NOT APPLICABLE

DATE/TIME: N/A

BID NO.: 067-0031-B(RM)

www.pinellascounty.org



**BID SUBMITTAL IS DUE: OCTOBER 17, 2006 @ 3:00 PM AND
MAY NOT BE WITHDRAWN FOR: 90 DAYS AFTER SUCH DATE AND
TIME**

DEADLINE FOR WRITTEN QUESTIONS: OCTOBER 10, 2006 @ 3:00 P.M.

EMAIL ADDRESS: rmmckenz@co.pinellas.fl.us

CONTACT PERSON: RUBY MCKENZIE, CPPB

PHONE: 727-464-3795

FAX 727/464-3925

ISSUE DATE:

SEPTEMBER 29, 2006

COMMISSIONERS

**KENNETH T. WELCH - CHAIRMAN
RONNIE DUNCAN - VICE CHAIRMAN
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
ROBERT B. STEWART**

THE MISSION OF PINELLAS COUNTY

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

**JOSEPH LAURO,
CPPO/CPB
Director of Purchasing**

SECTION A

GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Summary is to be used in submitting your bid.
- (b) All information required by the Bid Summary shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

SECTION A - GENERAL CONDITIONS - CONTINUED**2. DESCRIPTION OF SUPPLIES:**

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.
- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

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

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING:

Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten-day period expires.

8. AWARD OF CONTRACT:

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.

SECTION A - GENERAL CONDITIONS - CONTINUED

- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

9. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:**

Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.

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

The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

11. **PROVISION FOR OTHER AGENCIES:**

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

12. **COLLUSION:**

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

13. **CONTRACTOR LICENSE REQUIREMENT:**

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

14. **BID TABULATION INQUIRIES:**

Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.

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

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

SECTION A - GENERAL CONDITIONS - CONTINUED

16. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":**
The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:**
Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.
 - b) The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.
20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:**
All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.
21. **ADA REQUIREMENT FOR PUBLIC NOTICES:**
Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.
22. **"OR EQUAL" DETERMINATION:**
Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.
23. **CERTIFICATE OF INSURANCE:**
The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

SECTION A - GENERAL CONDITIONS - CONTINUED**24. PROCUREMENT POLICY FOR RECYCLED MATERIALS:**

Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over fifty thousand dollars (\$50,000) and formal quotes under fifty thousand dollars (\$50,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have

recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

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

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

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

25. ASBESTOS MATERIALS:

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

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

26. PAYMENT/INVOICES:

The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

SECTION A - GENERAL CONDITIONS - CONTINUED**27. CANCELLATION:**

- (a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
- (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
- (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

28. BIDDER CAPABILITY/REFERENCES:

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

29. DELIVERY/CLAIMS:

Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items

30. MATERIAL QUALITY:

All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.

31. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.

32. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

SECTION A - GENERAL CONDITIONS - CONTINUED

33. **EXCEPTIONS:**

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

34. **NON-EXCLUSIVE CONTRACT:**

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

35. **LOBBYING:**

Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

36. **ADDITIONAL REQUIREMENTS:**

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

37. **ADD/DELETE LOCATIONS SERVICES:**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

38. **PROTEST PROCEDURE:**

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing.

(Ord. No. 94-51, § 5, 6-7-94)

(b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

SECTION A - GENERAL CONDITIONS - CONTINUED

- (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
 - (3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.
 - (d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.
 - (e) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.
 - (f) Authority to resolve. The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.
 - (g) Review of Purchasing Director's decision.
 - (1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.
 - (2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.
 - (3) If it is determined that the solicitation or award should be upheld, the county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.
2. Stay of Procurement During Protests. There shall be no stay of procurement during protests.

SECTION A - GENERAL CONDITIONS - CONTINUED**39. INTEGRITY OF BID DOCUMENTS**

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

40. PUBLIC EMERGENCIES:

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

SECTION B - SPECIAL CONDITIONS

Bid Title: **FUEL: GASOLINE AND DIESEL (COOP)**

Bid Number: **067-0031-B(RM)**

1. **INTENT - COOPERATIVE BID:**

This is a cooperative bid for the purpose of establishing a annual contract for Petroleum Products:

- Regular Unleaded Gasoline
- Midrange Unleaded Gasoline
- Premium Unleaded Gasoline
- Low Sulfur Diesel Fuel No. 2 500 PPM Red Dyed
- Premium Grade Diesel Fuel No. 2 Low Sulfur Off-Road Red Dyed
- Ultra Low Sulfur Diesel Fuel No. 2 15 PPM
- Biodiesel Fuel – B5 Blend
- Biodiesel Fuel –B20 Blend

to order on as needed basis, by but not limited to, the following participants:

1. City of Clearwater	11. Pinellas County Board of County Commissioners
2. City of Dunedin	12. Pinellas County Sheriff's Office
3. City of Gulfport	13. St. Petersburg College
4. City of Indian Rocks Beach	
5. City of Largo	
6. City of Madeira Beach	
7. City of Oldsmar	
8. City of Pinellas Park	
9. City of St. Petersburg	
10. Palm Harbor Fire Rescue	

Award shall be consistent among all of the above participants but each entity shall make their own award. Award of this bid shall be item by item, group by group or in the aggregate to the lowest responsible bidder(s) meeting specifications.

2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be for a period of twelve (12) months from the date of contract award and any extension thereof.

Fixed Fee Per Gallon: This is the fixed amount to be added to or subtracted from the average base price, as defined below in Average Base Price, of each gallon of fuel delivered to Entities. The fixed fee will include any delivery cost from the contractor's terminal to the delivery location plus any other administrative or handling charges, profit, etc. This fixed fee shall be adjustable (decrease or increase) at six (6) months intervals after the date of the award and at six (6) month intervals thereafter for the life of the contract based on CPI Index, All Urban Consumers, Not Seasonally Adjusted, U.S. City Average, Gasoline (all types) not to exceed eighteen percent (18%) increase in any six (6) month period.

Average Base Price: All prices will be based on Port of Tampa Florida average terminal rack prices published daily in Oil Price Information Service, United Publications (OPIS) the day the order is placed. The base cost will be validated by daily OPIS price sheets provided by the supplier via e-mail or fax to designated Entity personnel.

SECTION B - SPECIAL CONDITIONS - CONTINUED

4. **OPTION OF RENEWAL:** The contract may be renewed subject to written notice of agreement from the County and successful bidder, for five (5) additional twelve (12) month periods beyond the primary contract period
5. **TIMELINESS OF DELIVERY:** Time is of the essence in this contract. It is agreed that if the contractor(s) is to be delayed in making deliveries, in excess of twenty-four (24) hours, due to unforeseeable causes beyond his control, he will immediately notify Entity Personnel by telephone, providing specific reasons for non-delivery and date deliveries will be resumed. Written confirmation of such delay shall be immediately furnished to each of the following:

City of Clearwater Purchasing Division P.O. Box 4748 Clearwater, FL 34618-4748 727-462-6861 727-562-4891 (Fleet Service)	City of St. Petersburg Purchasing Department P.O. Box 2482 St. Petersburg, FL 33731-2842 727-893-7026
City of Dunedin, Fleet Service 1090 Virginia Street Dunedin, FL 34698 727-738-1844	Palm Harbor Fire and Rescue 250 West Lake Rd. Palm Harbor, FL 34684 727-784-0454
City of Gulfport Purchasing Department 204 53 rd Street South P.O. Box 5187 Gulfport, FL 33737-5187 727-321-1158	Pinellas County Board of County Commissioners Purchasing Department 400 S. Ft. Harrison Ave – 6 th . Fl Annex Bldg Clearwater, FL 33756-5113 727-464-3311
City of Indian Rocks Beach 1507 Bay Palm Blvd Indian Rock Beach, FL 33785-2899 727-595-2517	Pinellas County Sheriff's Office Purchasing Division P.O. Box 2500 Largo, FL 34649-2500 727-464-3610
City of Largo Purchasing Department P.O. Box 296 Largo, FL 33779 727-587-6727	St. Petersburg College Purchasing Department P.O. Box 13489 St. Petersburg, FL 33733-3489 727-341-3248
City of Madeira Beach 300 Municipal Dr. Madeira Beach, FL 33708 727-399-1131	
City of Oldsmar Municipal Services Building 300 Commerce Blvd Oldsmar, FL 34677	
City of Pinellas Park Purchasing Department 5141 78 th . Ave. Pinellas Park, FL 34665-2498 727-541-0750	

SECTION B - SPECIAL CONDITIONS - CONTINUED

6. **DELIVERY REQUIREMENTS:** Unless otherwise requested, fuel deliveries to Pinellas County facilities shall be made between 7:00 AM and 3:30 PM, Monday through Friday. All other entities participating in this contract shall establish required delivery times with selected vendors on an individual basis.

Delivery drivers will be expected to take adequate precautions against leaks, spills, overfills, and other fuel discharges. All fuel spills must be cleaned up by contractor that created same.

Tank wagon deliveries should be capable of being made through either a nozzle or a 2" cam and groove fitting; some tank systems may be equipped with a 2" male grooved fitting.

All bidders must state delivery policy relative to delivering fuel into elevated above ground tanks. At some County facilities, fill access is **NOT** ground level.

All tank wagons making deliveries must be metered with the capacity to issue a printed delivery ticket, and equipped with sealed state approved compartment markers. Contractor(s) shall be fully licensed as may be required by local, state or federal regulations and shall comply at all time with local, state or federal rules, regulations, laws, ordinances and statutes in the performance of this contract. Failure to do so may be deemed a material breach of contract and cause for immediate termination of the contract at the sole option of the County.

7. **SCHEDULE OF DELIVERY:** Schedule of delivery (quantities, time and locations) shall be arranged after bid award. Deliveries will not be accepted during any period (time) that will cause interruption of service operations. Pinellas County fueling facilities will make available to the contractor easy accessibility to the facilities fuel drops.

On rare occasions orders will be placed for one hundred (100) gallons of product to be delivered to one site. Every effort will be made to combine requirements so that the delivery will be one of several.

Combining other customers' orders to obtain maximum gallons is acceptable as long as delivery can be make within 24 hours of receiving our order.

8. **EMERGENCY PLANNING:** Each bidder should include a policy statement with their bid submittal regarding fuel deliveries preceding an emergency such as a hurricane, and immediately following, provided that rack facilities remain operational. Contact information shall be provided.

Transport delivery bidders will include a policy statement regarding the availability, on a limited basis of transport trailers to be filled and left at protected County facilities to serve as emergency fuel supplies. The daily cost, if any, associated with this service should be included with bid.

Several of the cooperative entities are classified as First Responders and are an integral part of the County-wide Emergency Management System. As a First Responder, the County has the responsibility to ensure there is no disruption of essential operations where there exists a threat to public health, welfare or safety. It is critical that the First Responders have a continuous supply of fuel to effectively meet the requirements to protect life and property during emergencies. To this end, those entities are requesting that the County require vendors to have, and maintain, a written agreement(s) with the Port of Tampa and/or other fuel port(s) located in the State of Florida to be considered for any part of this fuel bid award.

SECTION B - SPECIAL CONDITIONS - CONTINUED

9. DELIVERY LOCATIONS: Delivery points and storage capacities may be changed at the option of Pinellas County during the contract period. Deliveries shall be delivered into tanks on an as-and-when required basis. Delivery points are as follows:

LOCATIONS

	<u>FUEL TYPE</u>	<u>TANK SIZE</u>
A. <u>City of Clearwater Limited Tankwagon Delivery</u> City of Clearwater Fuel Site 1701 North Hercules Avenue Clearwater, FL 33765	Diesel Mid Range Unleaded	2/12,000 1/12,000
B. <u>City of Dunedin</u> Fleet Service 1090 Virginia Street Dunedin, FL	Diesel (low sulfur) Regular Unleaded Diesel #2 Premium	1/12,000 1/12,000 1/2,000
Wastewater Division 1140 MLK Jr. Blvd Dunedin, FL 34698	Diesel Off-Road	1/10,000
Water Division 1401 CR #1 Dunedin, FL 34698	Diesel Off-Road	1/6,000
Martin Luther King Jr. Rec Center 550 Laura Lane Dunedin, FL 34698	Diesel Off-Road	1/2,000
Public Safety Building 737 Loudon Ave. Dunedin, FL 34698	Diesel Off-Road	1/2,000
Fire Station #1 1046 Virginia St. Dunedin, FL 34698	Diesel Off-Road	1/1,000
Fire Station #2 1941 Ed Echert Dr. Dunedin, FL 34698	Diesel Off-Road	1/1,000
Fire Station #3 2833 Belcher Rd. Dunedin, FL 34698	Diesel Off-Road	1/1,000
C. <u>City of Gulfport</u> City Yard 2401 53rd Street S. Gulfport, FL	Diesel Premium Unleaded	1/3,000 1/8,000
D. <u>City of Indian Rocks Beach</u> 201 Miami Avenue Indian Rocks Beach, FL	Regular Unleaded Diesel	1/1,000 1/1,000

LOCATIONS – Continued	FUEL TYPE	TANK SIZE
E. <u>City of Largo</u> <u>Transport Only</u> 1000 Second Street S.E. Public Works Facility Largo, FL	Premium Unleaded Regular Unleaded Diesel	1/4,000 1/12,000 1/12,000
F.(1) <u>City of Madeira Beach</u> <u>Marina</u> 503 150th Ave Madeira Beach, FL 33708	Regular Unleaded Diesel	1/4,000 1/4,000
F.(1) <u>City of Madeira Beach</u> <u>Public Works</u> 505 150th Ave Madeira Beach, FL 33708	Regular Unleaded Diesel	1/1,000 1/1,000
G. <u>City Of Oldsmar</u> Municipal Services Building 300 Commerce Blvd. Oldsmar, FL 34677	Mid Range Unleaded Diesel	
H. <u>City of Pinellas Park</u> N/A - Transport Loads Only Public Works 6101 78th Ave. N Pinellas Park, FL 34665	Mid Grade Unleaded Mid Grade Unleaded Mid Grade Unleaded	1/12,000 1/12,000 1/12,000

LOCATIONS – Continued	FUEL TYPE	TANK SIZE
I. (1) City of St. Petersburg		
Cosme 16015 Race Track Road Odessa, FL	Diesel	1/10,000 1/1,500
Water Resources 1635 3rd Avenue N St. Petersburg, FL Building A & B Building C Lab Field Service Bldg	Diesel Diesel Diesel Diesel	1/1,200 1/540 1/540 1/4,000
Twin Brooks Golf Course 3800 22nd Avenue S. St. Petersburg, FL	Diesel	1/1,000
Mangrove Bay Golf Course 875 62 nd Ave. NE. St. Petersburg, FL	Diesel	1/1,000
Police 1300 1 st Ave N	Diesel	2/2,000
Fleet 1800 7 th Ave. N. St. Petersburg, FL	Diesel Regular Unleaded	3/10,000 2/20,000
Sanitation 2601 20 th Ave N St. Petersburg, FL	Diesel	2/10,000
Fire Administration 400 Dr. ML King Street S St. Petersburg, FL	Diesel	1/500
Fire Station 6 4825 9 th Ave N St. Petersburg, FL	Diesel	1/500
Consolidated Warehouse 327 17 th Street N St. Petersburg, FL	Diesel	1/550

LOCATIONS - Continued	TANK SIZE
I. (2) CITY OF ST. PETERSBURG (WATER RESOURCES)	
DIESEL NO. 2 PREMIUM GRADE FUEL DELIVERY ONLY	
SE Water Reclamation (Albert Whitted) 601 8th Avenue SE St. Petersburg, FL 33701	1/3,000
NE Water Reclamation 1160 62nd Avenue NE St. Petersburg, FL 33703	2/3,000 1/1,500 1/8,000 2/5,000
NW Water Reclamation 7500 26th Avenue N St. Petersburg, FL 33710	1/15,000
SW Water Reclamation 3800 54th Avenue S St. Petersburg, FL 33711	2/3,000 1/2,000 1/500
Lift Station # 1 4200 Sunrise Drive S St. Petersburg, FL	1/200
Lift Station # 2 101 Elkcam Blvd. SE St. Petersburg, FL	1/540
Lift Station # 4 2899 20 Th Street S St. Petersburg, FL	1/180

LOCATIONS - Continued	TANK SIZE
I. (2) CITY OF ST. PETERSBURG (WATER RESOURCES – Continued)	
DIESEL NO. 2 PREMIUM GRADE FUEL DELIVERY ONLY	
Lift Station # 11 500 Snell Isle Blvd. NE St. Petersburg, FL	1/500
Lift Station # 12 3501 Poplar Street NE St. Petersburg, FL	1/500
Lift Station # 14 5002 Shore Acres Blvd St. Petersburg, FL	1/540
Lift Station # 15 1532 70 Th . Ave. N. St. Petersburg, FL	1/540
Lift Station # 17 9110 3 Rd . Street N St. Petersburg, FL	1/540
Lift Station # 19 3801 30 Th . Ave N St. Petersburg, FL	1/180
Lift Station # 20 8320A Elbow Lane N St. Petersburg, FL	1/540
Lift Station # 25 601 Grevilla Ave. S St. Petersburg, FL	1/400
Lift Station # 26 2401 24 Th . Street N St. Petersburg, FL	1/450
Lift Station # 28 4001 9 Th . Street S St. Petersburg, FL	1/2,600
Lift Station # 29 5499 4 Th . Street S/Hillside Drive St. Petersburg, FL	1/540
Lift Station # 30 1942 Serpentine Drive S St. Petersburg, FL	1/200
Lift Station #35 6100 Pinellas Bayway S St. Petersburg, FL	1/540

LOCATIONS - Continued	TANK SIZE
I. (2) CITY OF ST. PETERSBURG (WATER RESOURCES - Continued)	
DIESEL NO. 2 PREMIUM GRADE FUEL DELIVERY ONLY	
Lift Station #39 - Bayway Isle 1 4950 54th Avenue S St. Petersburg, FL	1/540
Lift Station #42 - Jim Walters 8th Street & 102nd Avenue N St. Petersburg, FL	1/480
Lift Station #58 - Interstate East of 22nd St. & 12th Ave. N St. Petersburg, FL	1/180
Lift Station #61 - Pasadena Master Pasadena Ave. & 2nd Avenue S St. Petersburg, FL	1/000
Lift Station # 62 500 18 th Ave. S. St. Petersburg, FL	1/540
Lift Station #63 - N.E. Master San Martin Blvd. & C.R. 823 St. Petersburg, FL	1/3,000
Lift Station #65 - Tierra Verde 13th Street W (Pinellas Bayway) Tierra Verde, FL	1/540
Oberly Pumping Station 6198 66 th Street N St. Petersburg, FL	1/4,000
Washington Terrace Pumping Station 2801 66 th Avenue N St. Petersburg, FL	1/10,000
Stormwater Station – 38 th Overpass 38 th Ave N & 31 st St (across from 40 th Avenue N) St. Petersburg, FL	1/300

	FUEL TYPE	TANK SIZES
J. <u>Palm Harbor Fire Rescue</u> Station 65 250 West Lake Road Palm Harbor, FL 34684	Unleaded Midrange Diesel	1/500 1/1,500
Station 68 3007 Alt 19 North Palm Harbor, FL 34683-1930	Diesel	1/2,000
	Regular Unleaded Diesel	1/1,000 1/1,000

LOCATIONS - Continued	FUEL TYPE	TANK SIZES
K. Pinellas County, BCC		
Fleet Management 9685 Ulmerton Road Largo, FL	Reg. Unleaded Reg. Unleaded Diesel Diesel	1/25,000 1/15,000 1/25,000 1/15,000
Highway Division 22211 U.S. 19 N. Clearwater, FL	Reg. Unleaded Diesel	2/15,000 2/15,000
Highway S.E. Maint. Area 3755 46th Ave. N St. Petersburg, FL	Reg. Unleaded Diesel	1/12,000 1/12,000
46th St. Sub-shop 14204-46th St N Clearwater, FL	Reg. Unleaded Diesel	1/12,000 1/1,000
Logan Station 1620 Ridge Rd. Largo, FL	Diesel	2/2,000
McKay Creek Plant 14800 118th Ave. N. Largo, FL	Diesel	1/3,000
Mosquito Control 4100 118th Ave N Clearwater	Reg. Unleaded Diesel	1/12,000 1/12,000
North Pinellas Sewer Plant 3900 Dunn Drive Palm Harbor, FL	Reg. Unleaded Reg. Unleaded Diesel	1/10,000 1/10,000 1/10,000
Northwest Wastewater Plant 4100 Douglas Street Palm Harbor, FL	Diesel Diesel	1/4,000 1/3,000
Pinellas County Jail 14400 49 th Street N Clearwater, FL	Diesel Diesel Diesel	1/5,000 4/2,000 1/10,000

LOCATIONS - Continued	FUEL TYPE	TANK SIZES
K. Pinellas County, BCC		
Pinellas County Courthouse 315 Court St. Clearwater, FL	Diesel	1/15,000 1/10,000
Sheriff's Administration (Fleet) 10750 W. Ulmerton Rd. Largo, FL	Diesel Diesel	2/15,000 1/6,000
S.K. Keller Pumping Station 3655 Keller Circle Tarpon Springs, FL	Regular Unleaded Regular Unleaded Diesel	2/470 1/10,000 1/470
South Cross Wastewater Plant 7401 – 54th Ave. N. St. Petersburg, FL.	Diesel Regular Unleaded	1/500 1/2000 1/5,000 1/10,000 1/12,000 1/500
Stormwater Highway 4550 126 th Avenue Clearwater, FL	Diesel	1/1,000
Utilities GMD 6750 142 nd Avenue North Largo, FL	Regular Unleaded Diesel	1/10,000 1/10,000
Anderson Park 1095 Tookes Rd Tarpon Springs, FL	Regular Unleaded Diesel	1/470 1/90
Boca Ciega Park 7001 125 th St. N. Largo, FL	Regular Unleaded Diesel	1/550 1/550
Fort Desoto Park 3500 Pinellas Bay S. Tierra Verde	Regular Unleaded Diesel	2/1,795 1/1,795
Howard Park 1700 Sunset Dr Tarpon Springs, FL	Regular Unleaded Diesel	1/470 1/300
John Chestnut Sr. Park 2200 East Lake Road Palm Harbor, FL	Regular Unleaded Diesel	1/1,000 1/1,000

LOCATIONS - Continued	FUEL TYPE	TANK SIZES
K. <u>Pinellas County, BCC</u>		
Lake Seminole Park 11015 74th Ave N Seminole, FL	Regular Unleaded Diesel	1/500 1/500
Philippe Park 2525 Philippe Pkwy Safety Harbor, FL	Regular Unleaded Diesel	1/500 1/500
Sand Key Park 1060 Gulf Blvd Clearwater, FL	Regular Unleaded Diesel	1/1,000 1/470
Sawgrass Lake Park 7400 25th St N St. Petersburg, FL	Regular Unleaded Diesel	1/500 1/280
Taylor Park 1100 8th Ave SW Largo, FL	Regular Unleaded Diesel	1/1,000 1/550
Walsingham Park 10601 125 th St. N. Largo, FL	Regular Unleaded Diesel	1/1,000 1/1,000
War Veterans Memorial Park 9600 Bay Pines Blvd St. Petersburg, FL	Regular Unleaded Diesel	1/470 1/470
L. <u>Pinellas County, Sheriff's Department</u>	<u>Transport Loads Only</u>	
Sheriff's Flight Unit 4640 General Howard Dr. Clearwater, FL	AV / Gas	2/10,000
Sheriff's Administration (Fleet) 10750 W. Ulmerton Rd Largo, FL	Unleaded	3/15,000
North County Sub Station 3280 Highway 19 N Clearwater, FL	Regular Unleaded	2/15,000
46th Street Sub Station 14204-46th Street N Clearwater, FL	Regular Unleaded	1/12,000

LOCATIONS - Continued	FUEL TYPE	TANK SIZES
M. <u>ST. PETERSBURG COLLEGE</u> SPC Allstate Center 3200 34th Street S St. Petersburg, FL 33711	Regular Unleaded	1/1,000
SPC Clearwater Campus 2645 Drew Street Clearwater, FL 33765	Regular Unleaded	2/250
SPC EPI Center 14025 58 th Street N Clearwater, FL	Regular Unleaded	1/500
SPC St. Petersburg Campus 6700 7th Avenue N St. Petersburg, FL 33710	Regular Unleaded	1/500
SPC Tarpon Springs Campus 600 Klosterman Road Palm Harbor, FL 34683	Regular Unleaded	2/250

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS**

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

II MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. The County shall receive these required items after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D - VENDOR REFERENCES

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

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

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

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

1.
COMPANY:

ADDRESS:

TELEPHONE/FAX:

CONTACT:

COMPANY EMAIL ADDRESS:

2.
COMPANY:

ADDRESS:

TELEPHONE/FAX:

CONTACT:

COMPANY EMAIL ADDRESS:

3.
COMPANY:

ADDRESS:

TELEPHONE/FAX:

CONTACT:

COMPANY EMAIL ADDRESS:

4.
COMPANY:

ADDRESS:

TELEPHONE/FAX:

CONTACT:

COMPANY EMAIL ADDRESS:

SECTION E – SPECIFICATIONS - CONTINUED

Bid Title: **FUEL: GASOLINE AND DIESEL (COOP)**
 Bid Number: **067-0031-B(RM)**

Methanol and/or ethanol blended fuels are not acceptable under this bid. Octane rating may not be achieved by the adding of an octane booster additive of any sort subsequent to the refinery process. The following fuels are to be bid and supplied:

Item 1 - Regular Unleaded Gasoline:

Minimum Octane Rating:
 (R=Research Octane)
 (M=Motor Octane)

Item 2 - Mid-Range Unleaded Gasoline:

All gasoline shall be volatile hydrocarbon fuel, free from water and suspended matter, and suitable for use as fuel in internal combustion engines. Must meet or exceed State of Florida specifications.

Minimum Octane Rating:
 (R=Research Octane)
 (M=Motor Octane)

ALL DELIVERIES SHALL BE ADJUSTED TO 60° FAHRENHEIT.

Item 3 - **Premium Unleaded Gasoline:

Minimum Octane Rating:
 (R=Research Octane)
 (M=Motor Octane)

The term Super Unleaded is used for the purpose of designating an unleaded gasoline with an octane rating no less than 91. This is in no way meant to indicate a preference for a particular brand.

Item 4 - Diesel Fuel No. 2: Low Sulfur 500 PPM OFF-ROAD Red Dyed

- a. Regular-grade diesel fuel oil is intended for use in off-road high-speed/medium speed engine applications. The diesel fuel supplied under this specification shall be refined hydrocarbon distillate fuel oils. The feed stock from which the diesel fuel is refined shall be crude oils derived from petroleum, tar sands, oil shale, or mixtures thereof.
- b. The finished diesel fuel shall be visually free from un-dissolved water, sediment and suspended matter; and shall be clear and bright when tested in accordance with method A. or B. of ASTM D 4176.
- c. The following antioxidants may be blended separately or in combination into the diesel fuel to retard the formation of gum and other oxidation products.
 - a. 2, 4-Dimethyl-6-tert-butylphenol
 - b. 2, 6-Di-tert-butyl-4-methylphenol
 - c. 2, 6-Di-tert-butylphenol
 - d. 2, 6-Di-tert-butylphenol (75 weight percent minimum) and a mixture of ter-butylphenols and tri-tert-butylphenols (25 weight percent maximum)
 - e. 2, 4-Di-tert-butylphenol (60 weight percent minimum) and mixed tert-butylphenols (40 weight percent maximum)

The total concentration of antioxidants shall not exceed 24 grams per cubic meter on an active ingredient basis.

SECTION E – SPECIFICATIONS - CONTINUED

Item 4 - Diesel Fuel No. 2: Low Sulfur 500 PPM OFF-ROAD Red Dyed - Continued

- d. Any one or any combination of the following cetane improvers may be added to the diesel fuel to meet the cetane number requirements specified in table 1.
- a. Amyl nitrate
 - b. Isopropyl nitrate
 - c. Hexyl nitrate
 - d. Cyclohexyl nitrate
 - e. 2-Ethylhexyl nitrate
 - f. Octyl nitrate

Concentration of the cetane improvers shall not exceed 0.5 weight percent.

- e. Diesel fuel stabilizer additive may be blended into the diesel fuel when additional protection against deterioration is required. These additives will perform the following functions: antioxidant, biocide, corrosion inhibitor, dispersant, and metal deactivator. Diesel fuel stabilizer additive is not intended for routine use in all diesel fuels, but should be used only in situations where a high degree of protection against deterioration is required. Typical applications are emergency stand-by units and small satellite fuel sites.
- f. Must meet or exceed Federal Specification VV-F-800D dated October 27, 1987 and AMENDMENT 1 dated November 13, 1987. Fuel shall also meet, by definition, the latest requirements for low sulfur content in accordance with the Clean Air Act of 1990 and resulting administrative rulings.

The finished diesel fuel shall conform to the requirements specified in Table 1.

TABLE 1

<u>PRODUCT PROPERTY</u>	<u>ASTM TEST METHOD</u>	<u>TEST RESULTS</u>	
		<u>MINIMUM</u>	<u>MAXIMUM</u>
GRAVITY API	D287	30	
FLASH POINT F	D93	125	
VISCOSITY CST @ 100F	D445	1.9	4.4
TOTAL SULPHUR wt.%	D2622 or D4294		0.05
CETANE NUMBER	D613	40	
or			
CETANE INDEX	D976	40	
CARBON RESIDUE: Ramsbottom			
on 10% Bottom	D524		0.35
ASH, wt.%	D482		0.01

ALL DELIVERIES SHALL BE ADJUSTED TO 60 DEGREES FAHRENHEIT.

SECTION E – SPECIFICATIONS - CONTINUED

Item 5 - Diesel Fuel No. 2, Low/ or Ultra Low Sulfur (Premium Grade, red-dyed for off road use) Tank wagon load

SCOPE This item will be for providing diesel fuel for the City of St. Petersburg Water Resources Department's emergency stand-by diesel driven generator sets.

Due to the critical nature of these emergency stand-by diesel driven generator sets, the vendor will be required to monitor closely and document the source of these deliveries. See special conditions.

SPECIFICATIONS: Specifications based on ASTM Diesel D975, State of Florida Statute Chapter 525, military commercial item description A-A-52557 including latest revisions shall apply unless otherwise noted in this section to assure that the best quality diesel fuel is supplied:

- a. Premium grade diesel fuel oil intended for use in medium speed/low speed turbocharged stand-by engine applications. The diesel fuel supplied under this specification shall be a refined hydrocarbon distillate fuel oil.
- b. The finished diesel fuel shall be visually free from un-dissolved water, sediment and suspended matter; and shall be clear and bright in appearance when tested in accordance with A. or B. of ASTM D-4176, latest revision.
- c. Antioxidants - The following antioxidants may be blended separately or in combination into diesel fuel to retard the formation of gum and other oxidation products.
 - a. 2, 4-Dimethyl-6-tert-butylphenol
 - b. 2, 6-Di-tert-butyl-4-methylphenol
 - c. 2, 6-Di-tert-butylphenol
 - d. 2, 6-Di-tert-butylphenol (75 weight percent minimum) and a mixture of ter-butylphenols and tri-tert-butylphenols (25 weight percent maximum)
 - e. 2, 4-Di-tert-butylphenol (60 weight percent minimum) and mixed tert-butylphenols (40 weight percent maximum)

The total concentration of antioxidants shall not exceed 24 grams per cubic meter on an active ingredient basis.

- d. The fuel's cetane number should be as high as possible, but at least 40 without the addition of cetane improver. This statement is different than VV-F-800D and is intended to provide for a better grade of diesel fuel prior to the addition of cetane improvers; a diesel fuel with a smaller percentage of cracked stocks.
- e. ValvTect Marine Premium Diesel 200 or equal diesel fuel stabilizer additive shall be blended into the diesel fuel as additional protection against deterioration. Blending shall be in accordance with manufacturer specification or recommendation. The stabilizers shall be added at the time of delivery to insure proper dosages for the quantity unloaded.
- f. Biobor® JF Fuel Additive, BioGard™ or equal shall be blended into the diesel fuel as additional protection against fungus and other microbes. Blending shall be in accordance with manufacturer specification or recommendation.

The delivered diesel fuel shall conform to the requirements specified in Table 1 and Table 2.

SECTION E – SPECIFICATIONS - CONTINUED

Item 5 - Diesel Fuel No. 2, Low/ or Ultra Low Sulfur - (Premium Grade, red-dyed for off road use) **Continued**TABLE 1

<u>PRODUCT PROPERTY</u>	<u>ASTM TEST METHOD</u>	<u>OPTIMUM</u>	<u>MIN.</u>	<u>MAX.</u>
Specific Gravity API 60°F	D287	35	30	37
Flash Point °F	D93		125	
Viscosity CST @ 100°F	D445		1.8	4.1
Sulfur, % mass	D129	0.3		0.5
Cetane Number	D613		40	
Carbon Residue, % mass	D524 (Conradson)			0.35
Ash, % mass	D482			0.01

TABLE 2

<u>PRODUCT PROPERTY</u>	<u>ASTM TEST METHOD</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Cloud Point °F	D2500 Based on December 10 Percentile minimum Temperatures 37°F	27	
Water & Sediment % vol./% mass	D1796		0.05
Copper Strip Corrosion Max. 3 h at 122°F	D130		No. 3
Distillation Temperature °F 90% vol. recovered	D86	540	640

SPECIAL CONDITIONS The contractor(s) that is awarded this contract will be required to show the origin and brand of the diesel fuel delivered as well as the normal quantity on the delivery ticket. There will not be any minimum order requirements to this item. However, every effort will be made to order diesel fuel in as large a quantity as possible and to as many locations as possible.

Topping off of generators shall be completed within one week prior to the beginning date of hurricane season. Some generator locations are unmanned requiring prior arrangements with entity personnel.

SECTION E – SPECIFICATIONS- CONTINUED**Item 5 SPECIAL CONDITIONS - CONTINUED**

The contractor(s) that is awarded this item will be required to furnish emergency after hours telephone numbers and be able to deliver within four hours after receiving the call for emergency service.

The contractor(s) that is awarded this item will be required to document the brand, product name or number of the diesel fuel stabilizer described under number five of the specifications with each delivery.

Item 6: Ultra Low Sulfur Diesel #2: Specific for on-road use.

Ultra Low Sulfur Grade Diesel Fuel is intended for use in on-road, high-speed/medium speed engine applications. Ultra Low Sulfur Highway Diesel Fuel (USLD) to be purchased through the terms and conditions of this contract must meet and include the latest revisions to the American Society of Testing and Materials (ASTM) specification ASTM D975. Sulfur levels in the referenced USLD fuel shall not exceed 15 ppm as per the latest Environmental Protection Agency standards for highway diesel. Further the fuel must meet the latest ASTM D975-04ce1 lubricity performance standard and possess an API Gravity of 30 to 42 and a minimum Cetane index of 40.

Upon award and execution of this contract and as required, selected vendor(s) shall provide Certificates of Analysis certifying that all USLD purchased by the participants in this contract meets the above referenced specifications for USLD.

Item 7: BioDiesel B-5 Blend

"BioDiesel" (B-5 Blend) purchased through the terms and conditions of this contract shall be Soy Methyl Ester based and meet or exceed the American Society of Testing and Materials (ASTM) standards of ASTM D-6751 for BioDiesel and ASTM D975 of Diesel fuel and be certified to "The National BioDiesel Board" certification of BQ 9000.

Item 8: BioDiesel B-20 Blend

"BioDiesel" (B-20 Blend) purchased through the terms and conditions of this contract shall be Soy Methyl Ester based and meet or exceed the American Society of Testing and Materials (ASTM) standards of ASTM D-6751 for BioDiesel and ASTM D975 of Diesel fuel and be certified to "The National BioDiesel Board" certification of BQ 9000.

SECTION E – SPECIFICATIONS- CONTINUED
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ESTIMATED ANNUAL FUEL REQUIREMENTS IN GALLONS
Quantities may increase or decrease in accordance with actual requirements

Item 1	Item 2	Item 3	Item 4	Item 5	Item 6	Item 7	Item 8
Reg Unleaded	Mid-Range Unleaded	Super Unleaded	Low Sulfur Diesel No. 2	Low Sulfur Diesel No. 2	Ultra Low Sulfur Diesel	Biodiesel B-5 Blend	Biodiesel B-20 Blend
87 Octane	89 Octane	91 Octane	500 PPM	Premium Grade	(NOT TO EXCEED 15 PPM)		
		Premium	RED DYED	RED DYED			

City of Clearwater					80,000		
City of Dunedin	55,000		20,000		150,000		
City of Gulfport		39,800				43,300	
City of Indian Rocks Beach	8,500		24,000				
City of Largo	180,500	4,500			259,500		
City of Madeira Beach		67,200	12,100	73,900			
City of Oldsmar		42,000	4,000		40,000		
City of Pinellas Park	165,000				56,000		
City of St. Petersburg	800,000			60,000	545,000		
Palm Harbor Fire Rescue	5,200				17,500		
Pinellas County Board of County Comm.	600,000				827,000		118,000
Pinellas County Sheriff's Office	1,100,000						
St. Petersburg College	14,750		300				
TOTALS:	2,928,950	109,200	56,400	122,200	60,000	3,325,000	43,300
Breakdown:							
Tankwagon	273,750	87,200	12,100	98,200	60,000	297,000	59,000
Transport	2,655,200	22,000	44,300	24,000		3,028,000	59,000

SECTION F - BID PROPOSAL FORM

Bid Title: **FUEL: GASOLINE AND DIESEL (COOP)**
 Bid Number: **067-0031-B(RM)**

GENERAL INFORMATION:

Carrier Capacities: Tank Wagon _____gallons Transport _____gallons

Carrier Capacities & Delivery Limits:

Transport:

Minimum Gallons to make delivery combining product _____Gallons

Min. Gals. Delivered to one location (1 Product) _____Gallons

Comments: _____

Tank Wagon:

Minimum Gallons to make delivery
 combining product and orders: _____Gallons

Min. Gals. Delivered to one location (1 Product) _____Gallons

Comments: _____

SCHEDULE
 Gasoline & Diesel Fees & Taxes

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

Gasoline & Diesel Fees & taxes	Gasoline	Diesel
Inspection Fee	.00125	N/A
Pollution Fund	.02071	.02071
Superfund	.003500	.002
Federal Road Tax	.097	.06
State Road Tax	.14900	.14900
Federal Excise Tax	.12000*	.13000

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

SECTION F - BID PROPOSAL FORM - CONTINUED

**FUEL: GASOLINE, DIESEL (COOP)
067-0031-B(RM)**

FIXED FEE PER GALLON TRANSPORT CHARGE (PLUS OR MINUS)

ITEM	TANK WAGON	TRANSPORT
1. Gasoline, Regular Unleaded Minimum 87 Octane		
2. Gasoline, Mid-Range, Unleaded, Minimum 89 Octane		
3. Gasoline, Premium Unleaded, Minimum 91 Octane		
4. Diesel Fuel #2 Low Sulfur, 500 PPM Off –Road Red Dyed		
5. Diesel Fuel No. 2 Premium Grade, Low Sulfur/Ultra Low		
6. Diesel Fuel Ultra Low Sulfur (15 PPM)		
7. Biodiesel Fuel – B5 Blend		
8. Biodiesel Fuel - B 20 Blend		
9. In case of weather emergencies, Entities may be required to have a loaded transport trailer dropped at one or several locations. Please indicate if this is a service you can provide and the demurrage cost per day per tanker.		Cost per day per tanker \$

The following Option is being requested but will not be a determining factor in the bid award.

10. Option I: Fixed Delivery Fee for other Fuels Not Listed _____

DELIVERY _____ DAYS AFTER RECEIPT OF ORDER

SECTION F – BID PROPOSAL FORM - CONTINUED

NOTE: BIDS MUST BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE FOLLOWING

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

PAYMENT TERMS: _____% _____ DAYS,
NET _____

SALES PERSON TO CONTACT AFTER AWARD:

BIDDER NAME

BID DEPOSIT, WHEN REQUIRED IS ATTACHED
IN THE AMOUNT OF \$ _____

***REMIT TO NAME (AS SHOWN ON INVOICE)**

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED
TO SIGN THIS BID FOR THE BIDDER.

BIDDER ADDRESS

CITY STATE ZIP

AUTHORIZED SIGNATURE

TELEPHONE FAX

PRINT NAME AND TITLE

FEDERAL EMPLOYEE ID NO. (FEIN)

DATE: _____

E-MAIL ADDRESS:

COMPANY EMAIL ADDRESS:

**(ACCOUNT REPRESENTATIVE) (REQUIRED FOR FUTURE
ELECTRONIC NOTIFICATIONS)**

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	
SMALL BUSINESS AFFIDAVIT (IF APPLICABLE)	
TAXPAYER ID & CERTIFICATION W9	

Proper Corporate Identity is needed when you submit your bid, especially how it is registered with the Division of Florida Corporations. Please see www.sunbiz.org website for this division. It is essential for you to fill out the W9 on the next page and return it with your bid. Thank you.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

Social security number								
OR								
Employer identification number								

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

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

SECTION H - STATEMENT OF NO BID

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

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

We, the undersigned have declined to submit a bid for No. **067-0031-B(RM)** for **FUEL: GASOLINE AND DIESEL**

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

REMARKS:

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

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____