



**CONTRACT AWARD SHEET  
DEPARTMENT OF PROCUREMENT MANAGEMENT**

*Bid No. 3143-9/18  
Award Sheet*

Purchasing Division/Bids and Contracts Unit DIVISION

BID NO.: 3143-9/18

PREVIOUS BID NO.: 8057-0/09

TITLE: GASOLINE AND DIESEL FUEL PRE-QUAL

CURRENT CONTRACT PERIOD: 05/01/2008 through 04/30/2009

Total # of OTRs: 9

**MODIFICATION HISTORY**

*Bid No. 3143-9/18*

*Award Sheet*

**DPM Notes**

**APPLICABLE ORDINANCES**

LIVING WAGE: No

UAP: Yes

IG: No

OTHER APPLICABLE ORDINANCES:

**CONTRACT AWARD INFORMATION:**

No Local Preference

No Micro Enterprise

No Full Federal Funding

No Performance Bond

No Small Business Enterprise (SBE)

No PTP Funds

No Partial Federal Funding

No Insurance

Miscellaneous:

REQUISITION NO.:

PROCUREMENT AGENT:  
PHONE: 305 375-1291

KM! RA

FAX: 305 375-4407

EMAIL: KMRA@MIAMIDADE.GOV

VENDOR NAME:	BIODIESEL OF SOUTH FLORIDA LLC		
DBA:			
FEIN:	205743050	SUFFIX:	01
STREET:	9231 SW 150TH CT	CITY:	MIAMI
FOB_TERMS:	DEST-P	ST:	FL ZIP: 3317679
PAYMENT TERMS:	NET30	DELIVERY:	
		TOLL PHONE:	-

<b>VENDOR INFORMATION:</b>		<b>CERTIFIED VENDOR</b>		<b>ASSIGNED MEASURES</b>	
Local Vendor:		SBE	Set Aside	Bid Pref.	
		Micro Ent.	Selection Factor	Goal	
		Other:		Vendor Record Verified?	
*****					

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
RICK CARTAYA	786-985-9981	-	305-731-2455	rcartaya@biodieselsfl.com

VENDOR NAME:	INDIGO ENERGY PARTNERS LLC		
DBA:			
FEIN:	262125536	SUFFIX:	01
STREET:	6230 SHILOH ROAD SUITE 120	CITY:	ALPHARETTA
FOB_TERMS:	DEST-P	ST:	GA ZIP: 3000522
PAYMENT TERMS:	NET	DELIVERY:	
		TOLL PHONE:	866-730-8024

<b>VENDOR INFORMATION:</b>		<b>CERTIFIED VENDOR</b>		<b>ASSIGNED MEASURES</b>	
Local Vendor: No		SBE No	Set Aside No	Bid Pref. No	
		Micro Ent. No	Selection Factor No	Goal No	
		Other:		Vendor Record Verified? No	
*****					

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
MARTIN UNDERWOOD	678-513-9114	866-730-8024	678-513-9122	keith@indigoenergy.us

<b>VENDOR NAME:</b> CASON INVESTMENTS INC																								
<b>DBA:</b>																								
FEIN: 270096853	SUFFIX: 01			33150																				
STREET: 735 NW 62ND STREET		CITY: MIAMI		ST: FL ZIP:																				
FOB TERMS: DEST-P		DELIVERY:																						
PAYMENT TERMS: NET10		TOLL PHONE: -																						
<b>VENDOR INFORMATION:</b> <table border="1"> <thead> <tr> <th colspan="2"><i>CERTIFIED VENDOR</i></th> <th colspan="3"><i>ASSIGNED MEASURES</i></th> </tr> </thead> <tbody> <tr> <td>Local Vendor:</td> <td>SBE</td> <td>Set Aside</td> <td colspan="2">Bid Pref.</td> </tr> <tr> <td></td> <td>Micro Ent.</td> <td>Selection Factor</td> <td colspan="2">Goal</td> </tr> <tr> <td></td> <td>Other:</td> <td colspan="3"><i>Vendor Record Verified?</i></td> </tr> </tbody> </table> <hr/>					<i>CERTIFIED VENDOR</i>		<i>ASSIGNED MEASURES</i>			Local Vendor:	SBE	Set Aside	Bid Pref.			Micro Ent.	Selection Factor	Goal			Other:	<i>Vendor Record Verified?</i>		
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Local Vendor:	SBE	Set Aside	Bid Pref.																					
	Micro Ent.	Selection Factor	Goal																					
	Other:	<i>Vendor Record Verified?</i>																						

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
RICHARD F CASON	786-317-7982	-	305-402-0115	casoninvestments@yahoo.com

<b>VENDOR NAME:</b> MANSFIELD OIL COMPANY OF GAINESVILLE INC																								
<b>DBA:</b>																								
FEIN: 581091383	SUFFIX: 02			30501																				
STREET: 1025 AIRPORT PARKWAY SW		CITY: GAINESVILLE		ST: FL ZIP:																				
FOB TERMS: DEST-P		DELIVERY:																						
PAYMENT TERMS: NET		TOLL PHONE: 800-255-6699																						
<b>VENDOR INFORMATION:</b> <table border="1"> <thead> <tr> <th colspan="2"><i>CERTIFIED VENDOR</i></th> <th colspan="3"><i>ASSIGNED MEASURES</i></th> </tr> </thead> <tbody> <tr> <td>Local Vendor:</td> <td>SBE</td> <td>Set Aside</td> <td colspan="2">Bid Pref.</td> </tr> <tr> <td></td> <td>Micro Ent.</td> <td>Selection Factor</td> <td colspan="2">Goal</td> </tr> <tr> <td></td> <td>Other:</td> <td colspan="3"><i>Vendor Record Verified?</i></td> </tr> </tbody> </table> <hr/>					<i>CERTIFIED VENDOR</i>		<i>ASSIGNED MEASURES</i>			Local Vendor:	SBE	Set Aside	Bid Pref.			Micro Ent.	Selection Factor	Goal			Other:	<i>Vendor Record Verified?</i>		
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Local Vendor:	SBE	Set Aside	Bid Pref.																					
	Micro Ent.	Selection Factor	Goal																					
	Other:	<i>Vendor Record Verified?</i>																						

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
MICHELLE SHIVELY	678-450-2080	800-255-6699	678-450-2280	mshively@mansfieldoil.com

**VENDOR NAME:** MACMILLAN OIL COMPANY OF FLORIDA INC  
**DBA:**  
**FEIN:** 590648243      **SUFFIX:** 01      **33013**  
**STREET:** 2955 E 11TH AVENUE      **CITY:**HIALEAH      **ST: FL ZIP:**  
**FOB TERMS:** DEST-P      **DELIVERY:**  
**PAYMENT TERMS:** NET      **TOLL PHONE:** -

<b><u>VENDOR INFORMATION:</u></b>		<b><i>CERTIFIED VENDOR</i></b>		<b><i>ASSIGNED MEASURES</i></b>	
Local Vendor:		SBE	Set Aside	Bid Pref.	
		Micro Ent.	Selection Factor	Goal	
		Other:		<i>Vendor Record Verified?</i>	

**Vendor Contacts:**

<b>Name</b>	<b>Phone1</b>	<b>Phone2</b>	<b>Fax</b>	<b>Email Address</b>
WILLIAM PUTNAM	305-691-7814	-	305-691-7817	william@macmillanoil.net

**VENDOR NAME:** BLAYLOCK OIL COMPANY  
**DBA:**  
**FEIN:** 591208100      **SUFFIX:** 01      **33030**  
**STREET:** 724 S. FLAGLER AVENUE      **CITY:**HOMESTEAD      **ST: FL ZIP:**  
**FOB TERMS:** DEST-P      **DELIVERY:**  
**PAYMENT TERMS:** NET30      **TOLL PHONE:** 877-944-4262

<b><u>VENDOR INFORMATION:</u></b>		<b><i>CERTIFIED VENDOR</i></b>		<b><i>ASSIGNED MEASURES</i></b>	
Local Vendor:		SBE	Set Aside	Bid Pref.	
		Micro Ent.	Selection Factor	Goal	
		Other:		<i>Vendor Record Verified?</i>	

**Vendor Contacts:**

<b>Name</b>	<b>Phone1</b>	<b>Phone2</b>	<b>Fax</b>	<b>Email Address</b>
CRYSTAL BLAYLOCK SANCHEZ	305-247-7249	877-944-4262	305-248-6501	kathy@blaylockoil.com

VENDOR NAME:	B V OIL COMPANY INC														
DBA:															
FEIN:	592304457	SUFFIX:	01												
STREET:	7950 NW 58 ST	CITY:	MIAMI												
FOB_TERMS:	DEST-P	ST:	FL ZIP: 33166												
PAYMENT TERMS:	NET	DELIVERY:	-												
<b>VENDOR INFORMATION:</b> <table border="1"> <tr> <td colspan="2"><i>CERTIFIED VENDOR</i></td> <td><i>ASSIGNED MEASURES</i></td> </tr> <tr> <td>Local Vendor:</td> <td>SBE</td> <td>Set Aside</td> </tr> <tr> <td></td> <td>Micro Ent.</td> <td>Selection Factor</td> </tr> <tr> <td></td> <td>Other:</td> <td><i>Vendor Record Verified?</i></td> </tr> </table>				<i>CERTIFIED VENDOR</i>		<i>ASSIGNED MEASURES</i>	Local Vendor:	SBE	Set Aside		Micro Ent.	Selection Factor		Other:	<i>Vendor Record Verified?</i>
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Local Vendor:	SBE	Set Aside													
	Micro Ent.	Selection Factor													
	Other:	<i>Vendor Record Verified?</i>													

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
JOHN WRIGHT	305-593-0705	-	305-593-5731	johnw@bvoil.com

VENDOR NAME:	RELIANCE AVIATION MIAMI LLC		
DBA:			
FEIN:	650995851	SUFFIX:	01
STREET:	14532 SW 129 STREET	CITY:	MIAMI
FOB_TERMS:	DEST-P	ST:	FL ZIP: 33186
PAYMENT TERMS:	NET	DELIVERY:	-

<b>VENDOR INFORMATION:</b> <table border="1"> <tr> <td colspan="2"><i>CERTIFIED VENDOR</i></td> <td><i>ASSIGNED MEASURES</i></td> </tr> <tr> <td>Local Vendor:</td> <td>SBE</td> <td>Set Aside</td> </tr> <tr> <td></td> <td>Micro Ent.</td> <td>Selection Factor</td> </tr> <tr> <td></td> <td>Other:</td> <td><i>Vendor Record Verified?</i></td> </tr> </table>				<i>CERTIFIED VENDOR</i>		<i>ASSIGNED MEASURES</i>	Local Vendor:	SBE	Set Aside		Micro Ent.	Selection Factor		Other:	<i>Vendor Record Verified?</i>
<i>CERTIFIED VENDOR</i>		<i>ASSIGNED MEASURES</i>													
Local Vendor:	SBE	Set Aside													
	Micro Ent.	Selection Factor													
	Other:	<i>Vendor Record Verified?</i>													

**Vendor Contacts:**

Name	Phone1	Phone2	Fax	Email Address
CURTIS A GEORGE	305-233-0310	-	305-233-7504	cageorge@reliance-aviation.com

**VENDOR NAME:** URBIETA OIL INC  
**DBA:**  
**FEIN:** 651004416      **SUFFIX:** 01      **33178**  
**STREET:** 9701 NW 89TH AVENUE      **CITY:** MEDLEY      **ST: FL ZIP:**  
**FOB\_TERMS:** DEST-P  
**PAYMENT TERMS:** NET      **DELIVERY:**  
**TOLL PHONE:** -

<b>VENDOR INFORMATION:</b>		<i>CERTIFIED VENDOR</i>		<i>ASSIGNED MEASURES</i>	
Local Vendor:		SBE	Set Aside	Bid Pref.	
		Micro Ent.	Selection Factor	Goal	
		Other:		<i>Vendor Record Verified?</i>	

**Vendor Contacts:**

<b>Name</b>	<b>Phone1</b>	<b>Phone2</b>	<b>Fax</b>	<b>Email Address</b>
WILLIAM EAGAN	305-216-9867	-	305-883-1927	eflores@urbietaoil.com

**VENDOR NAME:** FALCONTRUST AIR LLC  
**DBA:**  
**FEIN:** 651097917      **SUFFIX:** 01      **33186**  
**STREET:** 14150 SW 129 ST      **CITY:** MIAMI      **ST: FL ZIP:**  
**FOB\_TERMS:** DEST-P  
**PAYMENT TERMS:** NET      **DELIVERY:**  
**TOLL PHONE:** -

<b>VENDOR INFORMATION:</b>		<i>CERTIFIED VENDOR</i>		<i>ASSIGNED MEASURES</i>	
Local Vendor:		SBE	Set Aside	Bid Pref.	
		Micro Ent.	Selection Factor	Goal	
		Other:		<i>Vendor Record Verified?</i>	

**Vendor Contacts:**

<b>Name</b>	<b>Phone1</b>	<b>Phone2</b>	<b>Fax</b>	<b>Email Address</b>
MARIA RUIZ	305-871-3105	-	305-661-2260	mruiz@falcontrustair.com

**ITEMS AWARDED Section:**

Details: 3143-9/18

**BV Oil - Groups 1 and 2**  
**Mansfield Oil - Groups 1 and 2**  
**Macmillan Oil - Group 1 Only**

<u>Item #</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Price</u>
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**End of ITEMS AWARDED Section**

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**AWARD INFORMATION Section**

**BCC Award:** No                    **DPM Award:**  
**BCC Date:** 04/08/2008            **DPM Date:**

Contract Amount: \$ 134,188,900.00

<b>Additional Items Allowed:</b>	Yes	<b>Agenda Item No.:</b> 801A(080554)
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**Special Conditions:**

1. The remaining allocation for the Transit Department (MT) will be added pending approval of PTP funds by the CITT.
2. Urbieta Oil and Biodiesel of South Florida will be added to the contract after the vendors comply with the insurance requirements.

**BPO INFORMATION Section:**

BPO ID : ABCW0800646		Commodities Info		Department Info	
Code	Description			Department Id	Dollar Allocations
405	FUEL, OIL, GREASE AND LUBRICANTS			AV*****	\$900,000.00
405-09	FUEL OIL, DIESEL			AV*****	\$900,000.00
405-15	GASOLINE, AUTOMOTIVE			AV*****	\$900,000.00
405-18	GASOLINE, AVIATION			AV*****	\$900,000.00
405	FUEL, OIL, GREASE AND LUBRICANTS			CR*****	\$60,000.00
405-09	FUEL OIL, DIESEL			CR*****	\$60,000.00
405-15	GASOLINE, AUTOMOTIVE			CR*****	\$60,000.00
405-18	GASOLINE, AVIATION			CR*****	\$60,000.00
405	FUEL, OIL, GREASE AND LUBRICANTS			FR*****	\$1,750,000.00
405-09	FUEL OIL, DIESEL			FR*****	\$1,750,000.00
405-15	GASOLINE, AUTOMOTIVE			FR*****	\$1,750,000.00
405-18	GASOLINE, AVIATION			FR*****	\$1,750,000.00
405	FUEL, OIL, GREASE AND LUBRICANTS			GS*****	\$63,000,000.00
405-09	FUEL OIL, DIESEL			GS*****	\$63,000,000.00
405-15	GASOLINE, AUTOMOTIVE			GS*****	\$63,000,000.00
405-18	GASOLINE, AVIATION			GS*****	\$63,000,000.00
405	FUEL, OIL, GREASE AND LUBRICANTS			MT*****	\$51,000,000.00
405-09	FUEL OIL, DIESEL			MT*****	\$51,000,000.00
405-15	GASOLINE, AUTOMOTIVE			MT*****	\$51,000,000.00
405-18	GASOLINE, AVIATION			MT*****	\$51,000,000.00
405	FUEL, OIL, GREASE AND LUBRICANTS			PD*****	\$200,000.00
405-09	FUEL OIL, DIESEL			PD*****	\$200,000.00
405-15	GASOLINE, AUTOMOTIVE			PD*****	\$200,000.00
405-18	GASOLINE, AVIATION			PD*****	\$200,000.00
405	FUEL, OIL, GREASE AND LUBRICANTS			PR*****	\$1,069,005.13
405-09	FUEL OIL, DIESEL			PR*****	\$1,069,005.13
405-15	GASOLINE, AUTOMOTIVE			PR*****	\$1,069,005.13
405-18	GASOLINE, AVIATION			PR*****	\$1,069,005.13
405	FUEL, OIL, GREASE AND LUBRICANTS			SP*****	\$175,000.00
405-09	FUEL OIL, DIESEL			SP*****	\$175,000.00
405-15	GASOLINE, AUTOMOTIVE			SP*****	\$175,000.00
405-18	GASOLINE, AVIATION			SP*****	\$175,000.00
405	FUEL, OIL, GREASE AND LUBRICANTS			VZ*****	\$8,500.00
405-09	FUEL OIL, DIESEL			VZ*****	\$8,500.00
405-15	GASOLINE, AUTOMOTIVE			VZ*****	\$8,500.00
405-18	GASOLINE, AVIATION			VZ*****	\$8,500.00
405	FUEL, OIL, GREASE AND LUBRICANTS			WS*****	\$14,040,400.00
405-09	FUEL OIL, DIESEL			WS*****	\$14,040,400.00

405-15	GASOLINE, AUTOMOTIVE	WS*****	\$14,040,400.00
405-18	GASOLINE, AVIATION	WS*****	\$14,040,400.00
 BPO ID : ABCW0800649			
<b>Commodities Info</b>		<b>Department Info</b>	
<b>Code</b>	<b>Description</b>	<b>Department Id</b>	<b>Dollar Allocations</b>
405	FUEL, OIL, GREASE AND LUBRICANTS	HD*****	\$55,000.00
405-09	FUEL OIL, DIESEL	HD*****	\$55,000.00
405-15	GASOLINE, AUTOMOTIVE	HD*****	\$55,000.00
405-18	GASOLINE, AVIATION	HD*****	\$55,000.00
 BPO ID : ABCW0900600			
<b>Commodities Info</b>		<b>Department Info</b>	
<b>Code</b>	<b>Description</b>	<b>Department Id</b>	<b>Dollar Allocations</b>
405	FUEL, OIL, GREASE AND LUBRICANTS	PR*****	\$1,930,994.87
405-09	FUEL OIL, DIESEL	PR*****	\$1,930,994.87
405-15	GASOLINE, AUTOMOTIVE	PR*****	\$1,930,994.87
405-18	GASOLINE, AVIATION	PR*****	\$1,930,994.87

*End of BPO Information Section*

## TALLY SHEET

Solicitation Number	9143-010
Summary Description	Gasoline and Diesel Fuel
Solicitation Opening Date	26-Dec-07
Prepared by	KM Re
Version Control	Initial Draft

Vendor Name		CASON INVESTMENTS 712 NW 2nd Street		URBIMETA OIL 9701 NW 69 Avenue		BIO-DIESEL OF SOUTH FLORIDA 661 NW 122 Court		MACMILLAN OIL 2905 East 11th Avenue		MANSFIELD OIL 1025 Airport Parkway, SW		SV OIL COMPANY 7950 NW 58th Street		
Is the bid responsive (if no, state reason below)	Yes	Non-Responsible	Yes	None	None	Yes	None	Yes	None	Yes	None	Yes	None	
Is the bid responsive (SBE category)	SBSC	SBE	None	None	None	None	None	Yes	Yes	Yes	Yes	Yes	Yes	
Responsible vendor (yes/no)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	
Incumbent vendor (yes/no)	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes	Yes	
Local Vendor (yes/no, if yes, indicate county)	Yes	Miami-Dade	Yes	Miami-Dade	Yes	Miami-Dade	Yes	Miami-Dade	Yes	Miami-Dade	No	Georgia	Yes	Miami-Dade
PURPOSE														
The supply of gasoline and diesel fuel to several Miami-Dade County departments.														
REQUERIED SUBMITTALS Per Section 2, Paragraph 2.6														
GROUP 1 Transport and Tank Wagon Deliveries														
1 Copy Of Business Registration	Yes		Yes		Yes		Yes		Yes		Yes		Yes	
2 Listing Of Types Of Fuels Supplied	Gasoline Bio-Diesel	Diesel	Gasoline Bio-Diesel	Diesel E85-Ethanol	Bio-Diesel		Diesel Gasoline	Bio-Diesel	Diesel Gasoline	Bio-Diesel	Diesel Gasoline	Bio-Diesel	Bio-Diesel	
3 Listing Of Port Facilities (Radio)	Coastal Terminal* CITGO* TransMontaigne* Motiva-Shell* Exxon-Mobil* BP* Marathon* Valero*	TransMontaigne Valero Colonial	Marathon Coastal	TransMontaigne	TransMontaigne	Marathon Exxon Hess	Motiva Marathon Coastal CITGO	TransMontaigne Exxon Mobil BP Chevron	Marathon Chevron	TransMontaigne Exxon Mobil BP Chevron	Marathon Chevron	BPIAMOCO Motiva		
4 Telephone Number	786-317-7902		305-216-8867	305-864-0000	786-290-2116		305-691-7814		678-450-2080		305-593-0705			
5 Fax Number	305-402-0115		305-883-1927		786-375-5506		305-691-7817		678-450-2210		305-591-1789			
6 E-Mail Address	cascon@cascon.com		cascon@cascon.com	cascon@cascon.com	cascon@cascon.com		cascon@cascon.com	cascon@cascon.com	cascon@cascon.com		cascon@cascon.com	cascon@cascon.com		
7 Contact Person (Weekdays)	Richard Cason		William Egan		Milton Moreno		Amando Alonso		Christine Gleas		Jackie Salazar			
8 Contact Person's Telephone Number	786-317-7902		305-216-8867		786-290-2116		305-691-7814		1-800-283-3835		305-593-0705	Extension 30		
9 Contact Person (Weekends & Holidays)	Richard Cason		William Egan		Milton Moreno		Amando Alonso		On Call Personnel		John Wright	Andy Vares		
10 Contact Person's Telephone Number	786-317-7902		305-216-8867		786-290-2116		305-761-8574		1-800-283-3835		305-297-2588	305-216-8901		
11 Letters of References from Three Clients	Under review		Yes	Salum, CFE, Vera	Yes	S&B, Costa, Sol	Yes	Genera, Tamarac	No	Ryder,	Yes	Coni Springs, SNA		
12 Day/Time (Rate per Hour)	\$ 133.00		\$ 25.00		\$ 75.00		\$ 70.00		\$ 50.00		\$ 50.00			
GROUP 2 Emergency Reserved Fuel								NO BID						
13 Total Gallons of Fuel Storage Capacity:														
a Gasoline	100,000*		100,000		60,000				1,641,000		40,000			
b Diesel	300,000*		200,000		50,000				1,055,000		60,000			
c Other					110,000									
14 Location of Storage Facilities	9780 NW 115th Way, Medley		9701 NW 69 Avenue, Medley		Fort Lauderdale and Medley				Various within State of Florida		7950 NW 58th Street			
For what Group is the Bidder prequalified? :		None	1 and 2	1 and 2	1 and 2	1	1	1 and 2	1 and 2	1 and 2				

NOTES: Prequalification based on criteria established in Section 2 Paragraph 2.6 and elsewhere in the solicitation

Cason Investments is using a subcontractor to provide the products and services required in the solicitation. The subcontractor is Costa Oil, Inc.

Cason Investments was not registered as an SBE or MBE under the commodity category applicable to this solicitation at bid submissio as required by the contract. The SBE preference will not be applied to subsequent spot quotes.

To be verified with subcontractor, Costa Oil, Inc.

Cason Investments has not submitted information to verify the bidder meets the minimum criteria established in Section 2, Paragraph 2.8.

This Tally Sheet is preliminary only and is not a final determination of the pre-qualified bidder(s)

1/25/2006



**BID NO.: 3143-9/18**

**OPENING: 2:00 P.M.  
WEDNESDAY, DECEMBER 26, 2007**

## **MIAMI-DADE COUNTY, FLORIDA**

### **I N V I T A T I O N T O B I D**

#### **TITLE:**

**GASOLINE AND DIESEL FUEL**

#### **THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:**

EXPEDITED PURCHASING PROGRAM (EPP)	N/A
INDEMNIFICATION/INSURANCE:	SEE SECTION 2, PARAGRAPH 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	SEE SECTION 2, PARAGRAPH 2.3
SMALL BUSINESS ENTERPRISE MEASURE:	SEE SECTION 2, PARAGRAPH 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2, PARAGRAPH 2.22
WRITTEN WARRANTY:	N/A

**FOR INFORMATION CONTACT:**  
**KM! RA AT 305-375-1291, OR AT [KMRA@MIAMIDADE.GOV](mailto:KMRA@MIAMIDADE.GOV)**

**IMPORTANT NOTICE TO BIDDERS:**  
**PLEASE COMPLETE AND SUBMIT ALL AFFIDAVITS ATTACHED.**

**MIAMI-DADE COUNTY  
DEPARTMENT OF PROCUREMENT MANAGEMENT  
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON  
PAGE 38 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 38 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER  
YOUR BID NON-RESPONSIVE**



## INVITATION TO BID

**Bid Number: 3143-9/18**

**Title: Gasoline and Diesel Fuel**

**Sr. Procurement Contracting Agent: Km! Ra, C.P.M., CPPB**

**Bids will be accepted until 2:00 p.m. on Wednesday, December 26, 2007**

**Bids will be publicly opened.** The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

**Instructions:** Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

**All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.**

**NOTICE TO ALL BIDDERS:**

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

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**1.1. DEFINITIONS**

**Bid** – shall refer to any offer(s) submitted in response to this solicitation.  
**Bidder** – shall refer to anyone submitting a Bid in response to this solicitation.

**Bid Solicitation** – shall mean this solicitation documentation, including any and all addenda.

**Bid Submittal Form** – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

**County** – shall refer to Miami-Dade County, Florida

**DPM** – shall refer to Miami-Dade County's Department of Procurement Management, Purchasing Division.

**Enrolled Vendor** – **EFFECTIVE JULY 8, 2002**, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

**Registered Vendor** – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, 13<sup>th</sup> Floor, Miami, FL 33128, Phone 305-375-5773. **EFFECTIVE JULY 1, 2002**, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

**1.2. INSTRUCTIONS TO BIDDERS****A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1 Street, 19<sup>th</sup> Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

**B. Vendor Registration**

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Purchasing Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1<sup>st</sup> Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave – Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

**C. PUBLIC ENTITY CRIMES**

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**D. Request for Additional Information**

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Code of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requestor's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1<sup>st</sup> Street, 17<sup>th</sup> Floor, suite 202, Miami, Florida 33128-1983 or email [clerkbcc@miamidade.gov](mailto:clerkbcc@miamidade.gov).
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

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or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.

3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

**E. Contents of Bid Solicitation and Bidders' Responsibilities**

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.

2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.

3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

**F. Change or Withdrawal of Bids**

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Purchasing Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

**G. Conflicts Within The Bid Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

**H. Prompt Payment Terms**

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments

due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

**1.3. PREPARATION OF BIDS**

A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.

B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**

D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.

E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".

F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

G. Please be advised that the County, in exercise of its discretion, may not accept bids and/or proposals received after the scheduled time and date. Sealed bids/proposals will be opened promptly at the time and place specified. The responsibility for submitting a sealed bid/proposal on or before the stated time and date is solely and strictly the responsibility of the Bidder/Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. Mail, or caused by any other occurrence.

**1.4. CANCELLATION OF BID SOLICITATION**

Miami-Dade County reserves the right to cancel, in whole or in part, any invitation to Bid when it is in the best interest of the County.

**1.5. AWARD OF BID SOLICITATION**

A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.

B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.

C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.

D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.

E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do

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Dade County must present a copy of their Miami-Dade County issued Occupational License.

- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Purchasing Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

**1.6. CONTRACT EXTENSION**

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

**1.7. WARRANTY**

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

**1.8. ESTIMATED QUANTITIES**

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

**1.9. NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as described herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

**1.10. LOCAL PREFERENCE**

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- 1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- 2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
  - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
  - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
  - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2009. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

**1.11. CONTINUATION OF WORK**

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

**1.12. BID PROTEST**

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three day period begins on the County work day after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.
- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

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<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County work days after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:  
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:  
Each County work day, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1<sup>st</sup> Street. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation.

**1.13. RULES, REGULATIONS AND LICENSES**

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

**1.14. PACKAGING**

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

**1.15. SUBCONTRACTING**

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

**1.16. ASSIGNMENT**

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

**1.17. DELIVERY**

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

**1.18. RESPONSIBILITY AS EMPLOYER**

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

**1.19. INDEMNIFICATION**

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of

defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**1.20. COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

**1.21. MODIFICATION OF CONTRACT**

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

**1.22. TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**1.23. TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

**1.24. FRAUD AND MISREPRESENTATION**

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

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**1.25. ACCESS TO RECORDS**

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

**1.26 OFFICE OF THE INSPECTOR GENERAL**

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

**1.27 PRE-AWARD INSPECTION**

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

**1.28 PROPRIETARY/CONFIDENTIAL INFORMATION**

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

**1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IHI/PHI will be held confidential;

5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

**1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX**

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

**1.31 LOBBYIST CONTINGENCY FEES**

A. In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B. A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

**1.32 COMMISSION AUDITOR – ACCESS TO RECORDS**

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

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**2.1 PURPOSE: TO PRE-QUALIFY VENDORS**

The purpose of this solicitation is to pre-qualify vendors for future spot market bidding. This initial solicitation provides for the submission of documents and forms intended to verify that the vendor meets or exceeds the minimum criteria set forth elsewhere in this solicitation. All vendors which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List in order to provide weekly spot market prices and/or emergency purchases of gasoline and diesel fuel for Miami-Dade County.

**2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)**

- 2.2.1 A Small Business Enterprise (SBE) bid preference applies to this solicitation.
- 2.2.2 A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access [www.miamidade.gov/dbd](http://www.miamidade.gov/dbd).
- 2.2.3 The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

**2.3 PRE-BID CONFERENCE (RECOMMENDED):**

- 2.3.1 A pre-bid conference will be held on Tuesday, December 04, 2007 at 2:00PM in Conference Room No. 18-2 at the Stephen P. Clark Center, 111 NW 1<sup>st</sup> Street, Miami, Florida, to discuss the special conditions and specifications included within this solicitation. It is highly recommended that a representative of the firm attend this conference as the "cone of silence" will be lifted during the course of the conference and informal communication can take place.
- 2.3.2 Vendors are requested to bring this solicitation document to the conference, as additional copies may not be available.
- 2.3.3 "Multiple members of individual community councils may be present."

**2.4 TERM OF CONTRACT: TWELVE (12) MONTHS**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated

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in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Purchasing Division; and contingent upon the completion and submittal of all required bid documents. The contract shall expire on the last day of the twelve (12) month period.

**2.5 OPTION TO RENEW FOR NINE (9) ADDITIONAL YEARS (Same Terms and Conditions)**

- 2.5.1 Miami-Dade County shall have the option to renew this contract for an additional nine (9) years on a year by year basis, at the option of the County, provided the vendor will maintain the same terms and conditions of the original solicitation. Continuation of the contract beyond the initial period is a County prerogative, and not a right of the bidder. This prerogative may be exercised only when such continuation is clearly in the best interest of the County.
- 2.5.2 Should the vendor decline the County's right to exercise any of the option periods, the County will consider the vendor in default which decision may affect that vendor's eligibility for future contracts

NOTE 1: (Intentionally Deleted)

**2.6 METHODS OF AWARD: DIFFERENT PREQUALIFICATION AWARDS BASED ON SPECIFIC GROUP REQUIREMENTS AS DETAILED BELOW:**

**2.6.1 GROUP I (TRANSPORT AND TANK WAGON DELIVERIES)**

- 2.6.1.1 **GROUP I COMPRISSES TRANSPORT TRUCK DELIVERIES AND TANK WAGON TRUCK DELIVERIES:** Transport truck delivery is defined as a tanker delivery of gasoline or diesel fuel amounts in excess of five thousand (5000) gallons. Tank Wagon truck delivery is defined as a tanker delivery of gasoline or diesel fuel in amounts of five thousand (5000) gallons or less.
- 2.6.1.2 The County will only consider offers from bidders who have access to at least two (2) port facilities (Racks).
- 2.6.1.3 For the purposes of this solicitation, "port facilities" is defined as a direct terminal receiver of fuels from water-borne vessels.
- 2.6.1.4 Award of Group I will be made to all responsive and responsible bidders who meet the minimum qualifications set forth below.

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The minimum qualifications are as follows:

- 2.6.1.4.1. The bidder must have an established business supplying gasoline and diesel fuel in Transport and/or Tank Wagon quantities to commercial customers. Bidders should submit a copy of their current Local Business Tax, or any type of business registration acceptable to the county, with the Bid Proposal as evidence that they are registered as suppliers of fuel to commercial customers.
- 2.6.1.4.2. The bidder must have an office with staff, a dedicated phone line, a fax machine, an e-mail address, and must be able to respond within twenty-four (24) hours of being contacted for any matter pertaining to this solicitation or resultant contract as may be required by the County.
- 2.6.1.4.3. The bidder shall provide letters of references from three (3) commercial customers or clients to which the bidder currently supplies fuel. The County shall use the information to determine whether the bidder can meet the specifications and requirements of the contract as a responsible vendor.
- 2.6.1.4.4. Each bidder who submits an offer on Group I should provide the County with a listing of the port facilities (Racks) to which that bidder has access.
- 2.6.1.5. The bidders who meet these requirements shall then be deemed to be pre-qualified to participate in subsequent weekly spot market purchases as required by the County. When such spot market purchases are initiated, the pre-qualified bidders shall be invited to offer a Firm Fixed Service Adder for each specific type of fuel for the following week. The bidder(s) offering the lowest Firm Fixed Service Adder for each specific type of fuel per zone shall be awarded for that specific purchase and/or purchasing period. The award to one bidder for a specific purchase or individual action shall not preclude the remaining pre-qualified bidders from submitting spot market offers for other specific purchases.
- 2.6.1.5.1. Firm Fixed Service Adder: This charge shall be defined as consisting of all charges necessary for the bidder to fully complete and invoice the business transaction,

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inclusive of delivery, profit, and any other fees. The Firm Fixed Service Adder excludes taxes and the daily oil price based on the Oil Price Information Service (OPIS) branded or unbranded Rack Average Report for the appropriate fuel type and category for Miami, Florida. The User Access Program (UAP) and the Inspector General (IG) fees should not be added to the Firm Fixed Service Adder, and those fees will not be deducted from the firm fixed service adder. (Please refer to the sample invoice attached to this solicitation).

#### 2.6.1.6 WEEKLY SPOT MARKET PURCHASES FOR FUEL

The County shall perform weekly spot market purchasing for the fuel requirements for Group I on a weekly basis. Accordingly, the pre-qualified Bidders shall submit a Firm Fixed Service Adder to be charged to the County for each gallon of each type of fuel based on various transport methods identified in the Technical Specifications.

2.6.1.7 The fixed unit price submitted by the vendor each week must include the User Access Program fee (UAP) and the Inspector General fee (IG).

2.6.1.8 This submission shall be in written form, using the format established in Attachment B, by electronic mail to the following e-mail address: [kmra@miamidade.gov](mailto:kmra@miamidade.gov) (subject to change with prior written notification) and must be received in the County's Department of Procurement Management, Purchasing Division each Friday by 11:00AM. local time in order to be considered. It is the responsibility of the pre-qualified bidder(s) to confirm that Miami Dade County Department of Procurement Management has received their prices by the due date and time. All responding Bidder(s) shall receive written notification of the weekly Bid Award by 2:00PM local time on the same Friday. The prices provided by the successful Bidder(s) shall be fixed and firm and shall be valid for all fuel orders placed with the successful Bidder(s) during the subsequent week which shall be defined as Sunday, 12:00AM local time to the following Saturday, 12:00PM local time.

2.6.1.9 It is hereby agreed and understood that the prices offered at the time of the fuel order shall prevail; regardless of the time when fuel is actually delivered to the County facility. However, for orders placed on Fridays after 2:00PM for deliveries in the upcoming week, the newly distributed prices for deliveries in the upcoming week will prevail.

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## 2.6.1.10 (DELETED)

**2.6.2 GROUP II (PRE-QUALIFICATION) EMERGENCY RESERVED FUEL**

2.6.2.1 Award of Group II will be made to all responsive and responsible bidders who meet the minimum qualifications established for Group I, and which also meet the additional requirements as set forth below:

2.6.2.1.1 The bidder must have access to storage facilities capable of storing a minimum of fifty thousand gallons (50,000) of fuel.

2.6.2.1.2 The bidder's storage capacity must be capable of entirely or partly store the estimated emergency quantities of one hundred thousand gallons (100,000) of gasoline and three hundred thousand gallons (300,000) of diesel fuel. The bidder is required to provide evidence verifying access to storage facilities that meet the aforementioned specifications. This evidence may be the submission of copies of lease documents, copies of permits certifying the premises as a fuel storage facility, or any other similar documentation.

2.6.2.2 The bidders who meet these requirements shall then be deemed to be pre-qualified to participate in subsequent spot market purchases as required by the County on an as-needed emergency basis. When such spot market purchases are initiated, the pre-qualified bidders shall be invited to offer fixed prices for specific types of fuel. The bidder(s) offering the lowest fixed price shall be awarded for that specific purchase. The award to one bidder for a specific purchase or individual action shall not preclude the remaining pre-qualified bidders from submitting spot market offers for other specific purchases.

2.6.2.3 The County may choose to award purchases under this Group utilizing a progressive method of award. For example, if the bidder who offers the lowest price on a spot quote for the Emergency Reserved Fuel is only capable of storing the minimum amount of fifty thousand gallons (50,000), the County may choose to award fifty thousand gallons (50,000) to this vendor,

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and the remaining amount to the next lowest vendor(s) based on the hierarchy of prices offered.

2.6.3 During the term of the contract, the County reserves the right to add or delete bidders to Group I and Group II as it deems necessary in its best interests. If the County elects to add bidders, they must meet the same minimum qualifications established in the original prequalification requirements for that Group.

**2.7 PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH THE TECHNICAL SPECIFICATIONS**

2.7.1 If the Bidder is awarded under this bid solicitation, the prices offered by the Bidder shall be accepted in accordance with the provisions established in Section 3, Technical Specifications.

2.7.2 All prices shall be quoted to include delivery to destination by zone as required. The delivery points and storage capacities may change during the contract period.

NOTE 2: ATTACHED TO THIS SOLICITATION IS A SAMPLE INVOICE (ATTACHMENT A) WHICH SHOWS HOW THE INVOICE SHOULD BE GENERATED WITH THE FIXED SERVICE ADDER FEE AS A SEPARATE ITEM, AND THE UAP AND IG FEES CALCULATED SEPARATELY.

**2.8 EXAMINATION OF COUNTY FACILITY AND INSPECTION OF COUNTY EQUIPMENT:**

INTENTIONALLY OMITTED

**2.9 EQUAL PRODUCT**

INTENTIONALLY OMITTED

**2.10 LIQUIDATED DAMAGES**

INTENTIONALLY OMITTED

**2.11 INDEMNIFICATION AND INSURANCE (1) – GENERAL SERVICE AND MAINTENANCE CONTRACT**

2.11.1 Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and

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losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

2.11.2 The bidder shall furnish to the Vendor Assistance Unit, Department of Procurement Management, Administration Division, 111 NW 1<sup>st</sup> Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

2.11.2.1 Worker's Compensation Insurance for all employees of the bidder as required by Florida Statute 440.

2.11.2.2 Public Liability Insurance on a comprehensive basis in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

2.11.2.3 Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000\* combined single limit per occurrence for bodily injury and property damage.

\*Under no circumstances are contractors permitted on the AOA side of airports without increasing automobile coverage to \$5,000,000

2.11.3 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

2.11.3.1 The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

Or

2.11.3.2 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies

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Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

2.11.4 Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance notice to the certificate holder.

**NOTE 3: MIAMI-DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.**

2.11.5 Certificate holder must read: Miami-Dade County, 111 NW 1<sup>st</sup> Street, Suite 2340, Miami, FL 33128

2.11.6 Compliance with the foregoing requirements shall not relieve the bidder of his liability and obligation under this section or under any other section of this agreement.

2.11.7 Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the bidder fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the bidder may be prohibited from submitting future Proposals to the County in accordance with Section 1 Paragraph 1.23 of the General Terms and Conditions.

2.11.8 The bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the bidder in accordance with Section 2, Paragraph 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the bidder shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement

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damages from the bidder in accordance with Section 1 Paragraph 1.23 of this solicitation.

**2.12 BID GUARANTY**

INTENTIONALLY OMITTED

**2.13 PERFORMANCE BOND**

INTENTIONALLY OMITTED

**2.14 CERTIFICATIONS**

INTENTIONALLY OMITTED

**2.15 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

2.15.1 The bidder(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the bidder. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

2.15.2 All invoices shall contain the following basic information:

2.15.2.1 **BIDDER INFORMATION:**

2.15.2.1.1 The name of the business organization as specified on the contract between Miami-Dade County and bidder

2.15.2.1.2 Date of invoice

2.15.2.1.3 Invoice number

2.15.2.1.4 Bidder's Federal Identification Number on file with Miami-Dade County

2.15.2.2 **COUNTY INFORMATION:**

2.15.2.2.1 Miami-Dade County Release Purchase Order or Small Purchase Order Number

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2.15.2.3     **PRICING INFORMATION:**

2.15.2.3.1    Unit price of the goods, services or property provided

2.15.2.3.2    Extended total price of the goods, services or property

2.15.2.3.3    Applicable discounts

2.15.2.4     **GOODS OR SERVICES PROVIDED PER CONTRACT:**

2.15.2.4.1    Description

2.15.2.4.2    Gross quantity delivered and net quantity delivered corrected to 60 degrees Fahrenheit.

2.15.2.4.3    Tank Wagon delivery invoices must plainly state that delivery gallonage was either temperature compensated at delivery or show the correction factor to gross delivered gallons as required in Section 2, Paragraph 2.18.1.1.

2.15.2.5     **DELIVERY INFORMATION:**

2.15.2.5.1    Delivery terms set forth within the Miami-Dade County Release Purchase Order

2.15.2.5.2    Location and date of delivery of goods, services or property

2.15.2.6     **FAILURE TO COMPLY:**

2.15.2.6.1    Failure to submit invoices in the prescribed manner will delay payment, contractor may be considered in default of contract and its contract may be terminated.

2.15.2.7     **AUDIT:**

2.15.2.7.1    The County reserves the right to audit and request corrected invoices or credit invoices, at the County's discretion, where errors have been discovered in any invoice at any time.

**NOTE 4:**    ATTACHED TO THIS SOLICITATION IS A SAMPLE INVOICE (ATTACHMENT A) WHICH SHOWS HOW THE INVOICE SHOULD BE GENERATED WITH THE FIXED

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SERVICE ADDER FEE AS A SEPARATE ITEM, AND THE  
UAP AND IG FEES CALCULATED SEPARATELY.

**2.16 DISPUTED OR OUTSTANDING INVOICES – DELAYS IN DELIVERY**

It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments are made on late payments. As per Section 1, Paragraph 1.2H (1), vendors may assess the County interest charges for late payments. Therefore, any vendor who delays delivery of fuel to any County department due to a disputed invoice or because of late payment on any invoice shall be deemed to be in breach of this contract. The County reserves the right to find the vendor in default and may terminate the vendor from the contract as per Section 1, Paragraph 1.23.

**2.17 SHIPPING TERMS: F.O.B. DESTINATION**

All bidders shall quote prices based on F.O.B. Destination and shall hold title to the goods until such time as they are delivered to, and accepted by, and signed for by an authorized County representative at the various locations listed within this solicitation.

**2.18 DELIVERY SHALL BE WITHIN TWENTY-FOUR (24) HOURS AFTER DATE OF ORDER OR AS ESTABLISHED WITH ORDERING DEPARTMENTS**

2.18.1 All Transport delivery trucks must be outfitted with the appropriate meters and measuring equipment to record and show gallons delivered corrected to 60 Degrees Fahrenheit, so fuel is billed on the same basis it is purchased.

2.18.1.1 All Tank Wagon delivery trucks must be either outfitted with the appropriate meters and measuring equipment to record and show gallons delivered corrected to 60 Degrees Fahrenheit, or be invoiced with a correction factor reducing the gallons delivered by .0138 of the total delivered for gasoline and .0100 of the gallons delivered for diesel fuel. These factors represent a delivery correction of gallonage from 80.0 degrees Fahrenheit to 60.0 degrees Fahrenheit, so fuel is billed on the same basis it is purchased.

2.18.1.1.1 If the County decides, in the future, to purchase and install temperature compensated (to 60 degrees Fahrenheit) flow meters for deliveries to its storage tanks, then the County shall have the right to amend the provisions of this contract, by addendum, to reflect that the fuel delivered to those locations shall be invoiced based on the County's temperature compensated flow meter readings installed at the County's storage facilities.

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2.18.2 The bidder shall make deliveries within twenty four (24) hours after the date of the order or as established with ordering departments. All deliveries shall be made in accordance with good commercial practice, and within the specified days and hours of the facilities operation, and shall be adhered to by the successful bidder(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

**2.18.3 DESCRIPTION OF ZONES:**

For purposes of this contract, the county has been divided into three geographical zones. Awarded vendors will be required to submit price quotes based on fuel type ordered and delivered per zone.

ZONE A .....NORTH OF FLAGLER STREET TO DADE COUNTY NORTHERN BOUNDARY LINE

ZONE B .....BETWEEN SOUTH OF FLAGLER STREET TO NORTH OF CORAL REEF DRIVE  
(S.W. 152<sup>ND</sup> STREET)

ZONE C .....SOUTH OF CORAL REEF DRIVE (S.W. 152<sup>ND</sup> STREET) TO DADE COUNTY SOUTHERN BOUNDARY LINE.

2.18.4 Deliveries shall be made on the basis of quantities corrected to sixty (60) Degrees Fahrenheit and delivery tickets shall reflect the net gallons delivered after temperature compensation for Transport trucks and appropriately equipped Tank Wagons. Miami Dade County shall be invoiced for NET gallons delivered in all cases.

2.18.5 **SCHEDULE OF DELIVERY:** The schedule of delivery (quantities, time and location), shall be mutually established by Miami-Dade County and supplier after bid award.

**NOTE 5:** NO DELIVERIES WILL BE ACCEPTED DURING ANY TIME PERIOD OF DAY WHICH WILL CAUSE INTERRUPTION OF SERVICE OR OPERATIONS.

THE COUNTY AND MIAMI-DADE TRANSIT DEPARTMENT (MDT) METROBUS FUELING FACILITIES WILL MAKE AVAILABLE TO THE VENDOR EASE OF ACCESS TO THE FACILITIES FUEL DROPS.

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- 2.18.6 Deliveries to MDT should be scheduled between the hours of 8:00AM and 4:00PM Mondays thru Saturdays.
- 2.18.7 Deliveries to the Fleet Management Division should be scheduled between the hours of 7:00AM and 3:00PM Mondays thru Fridays unless other special arrangements have been made. Deliveries arriving outside of these days and hours will be refused. The Division shall notify Supervisors at the respective site locations of which vendor is delivering fuel and on what date that fuel is to be delivered.
- 2.18.8 If delivery is not made on the date the department requested, the delivery shall be automatically cancelled. If an order is automatically cancelled, the vendor agrees that the user department may re-order the fuel required from a different vendor on the contract as deemed necessary by that department.
- 2.18.9 **TWO-STOP FEE:** The County agrees that the vendor shall be allowed to charge a Two-Stop Fee of \$70 (Seventy Dollars) applicable to any Transport delivery when that Transport delivery to a County site has to be split into two deliveries because one site cannot accommodate the amount of fuel ordered, and provided that the specific delivery is for the same County department and within the same Zone.

**2.19 BACK ORDER DELAYS IN DELIVERY SHALL NOT BE ALLOWED**

- 2.19.1 The County shall not allow any late deliveries attributed to product back order situations under this contract. Accordingly, the bidder is required to deliver all fuel to the County within the time specified in this solicitation and resultant contract; and no grace period on account of back order situations shall be honored, unless written authorization is issued by the user department, and a new delivery date is mutually established.
- 2.19.2 In the event that the bidder designated the lowest bidder by zone for the week fails to deliver the fuel within the time specified, the County reserves the right to cancel the order, seek the fuel from the next lowest bidder by zone, and charge the first lowest bidder for the difference in the price per gallon charged and for any re-procurement costs. If the first lowest bidder, and any of the subsequent bidders, as applicable, fails to honor these charges, the County may terminate the vendors from the contract for default in accordance with Section 1, Paragraph 1.23.

**2.20 WARRANTY REQUIREMENTS**  
INTENTIONALLY OMITTED

**2.21 CONTACT PERSONS**

For any additional information regarding the specifications and requirements of this solicitation, Contact: Km! Ra, at (305) 375-1291 or [kmra@miamidade.gov](mailto:kmra@miamidade.gov)

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**2.22 COUNTY USER ACCESS PROGRAM (UAP) FEE**

**2.22.1 USER ACCESS FEE**

2.22.1.1 Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

2.22.1.2 The bidder providing goods or services under this contract shall invoice the County as specified in Paragraph 2.7.2. The 2% UAP should not be included in the price per gallon, and those fees will not be deducted from the price per gallon. (Please refer to the attached Sample Invoice (Attachment A).

**2.22.2 JOINT PURCHASE**

2.22.2.1 Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide approved entities a UAP Participant Validation Number. The bidder must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Bidder participation in this joint purchase portion of the UAP, however, is voluntary. The bidder shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

2.22.2.2 For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful bidder shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

2.22.2.3 Miami-Dade County shall have no liability to the bidder for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the bidder and shall be paid by the ordering entity less the 2% UAP.

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**2.22.3 BIDDER COMPLIANCE**

2.22.3.1 If a bidder fails to comply with this section, that bidder may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

NOTE 6: ATTACHED TO THIS SOLICITATION IS A SAMPLE INVOICE (ATTACHMENT A) WHICH SHOWS HOW THE INVOICE SHOULD BE GENERATED WITH THE FIXED SERVICE ADDER FEE AS A SEPARATE ITEM, AND THE UAP AND IG FEES CALCULATED SEPARATELY.

**2.23 ACCIDENT PREVENTION AND BARRICADES**

Precautions shall be exercised at all times for the protection of persons and property. All bidders performing services under this contract shall conform to all relevant OSHA, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible bidder. Barricades shall be provided by the bidder when fuel delivery is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

**2.24 COMPLIANCE WITH FEDERAL STANDARDS**

All fuel to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), the National Fire Protection Association (NFPA), and the Environmental Protection Agency (EPA).

**2.25 ADDITION OR DELETION OF FACILITIES**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may add facilities or delete service for any facility when such service is no longer required during the contract period without advance notice to the bidder.

**2.26 LEGAL REQUIREMENT FOR POLLUTION CONTROL**

It is the intent of these Specifications to comply with the Miami – Dade County Pollution Control Ordinance as stated in Chapter 24 of the Miami-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder

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through the Department of Environmental Resources Management (DERM), 33 SW 2<sup>nd</sup> Ave., Miami, Florida 33130, Telephone (305) 372-6789.

**2.27 DELIVERY TICKET TO ACCOMPANY DELIVERY**

- 2.27.1 The successful bidder shall enclose a complete delivery ticket with any delivery in conjunction with this bid solicitation. The delivery ticket shall be attached and shall be made available to the County's authorized representative during delivery. The delivery ticket shall include, at a minimum, the following information, which must be legible: purchase order number, date of order, type of fuel being delivered, quantity delivered, any back-ordered quantities and estimated delivery of back-orders if applicable, and the date and signature of the person receiving the fuel.
- 2.27.2 For Tank Wagon deliveries the delivery ticket must indicate whether the gallonage delivered is gross metered to which a correction factor will be applied or is an already temperature corrected amount.

**2.28 ESTIMATED QUANTITIES AND DELIVERIES:**

- 2.28.1 Estimated quantities are provided within this solicitation only for the general guidance of prospective bidders and do not constitute a guarantee of quantities, stated or implied, in any manner.
  - 2.28.1.1 ESTIMATED ANNUAL QUANTITY OF GASOLINE: 9,800,000 GALLONS
  - 2.28.1.2 ESTIMATED ANNUAL QUANTITY OF DIESEL FUEL: 21,620,000 GALLONS
  - 2.28.1.3 APPROXIMATELY 80% OF ALL FUEL DELIVERIES WILL BE BY TRANSPORT TRUCK (OVER 5,000 GALLONS).

**2.29 DEMONSTRATION OF COMPETENCY:**

- 2.29.1 Bids will only be accepted for evaluation, recommendation or award from entities which are able to satisfy the minimum criteria established in Section 2, Paragraph 2.6.
- 2.29.2 The County may conduct a pre-award inspection of the bidder's site and/or hold a pre-award award investigation or hearing to determine if the bidder possesses the abilities, experience, inventory, plant and equipment, technical abilities, organization, delivery and service equipment if required, financial resources or physical and financial investments necessary at the time of the

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bid opening, to perform the activities proposed in a manner consistent with the best commercial practices in the bidder's industry.

2.29.3 The bidder must also be able to document their qualifications and abilities, including but not limited to an established record of performance in the business activity proposed, so as to ensure that they can satisfactorily provide the goods and/or services required in a manner consistent with the best commercial practices of the industry if they are awarded this solicitation.

**2.30 CONTRACTOR LIABILITY**

The Contractor shall be solely responsible for all injuries to any and all persons (including death) or damage to property, including but not limited to, property of Miami-Dade County, occurring on account of or in connection with the furnishing and delivering of the petroleum product hereunder, and shall indemnify and save harmless Miami-Dade County from any and all loss and liability upon any and all claims for damages on account of such injuries to persons (including death) or damage to property or on account of any neglect, fault or default of the Contractor, his subcontractors, Miami-Dade County or their respective agents, servants or employees and from all costs and expenses in suits which may be brought against Miami-Dade County on account of any such injuries to persons, (including death) or damage to property or on account of any such neglect, fault and default as aforesaid; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for, and shall fully protect and indemnify Miami-Dade County against any and all claims for injuries to persons (including death) or damage to property occasioned by or resulting from methods or processes in the furnishing and delivering of the Petroleum Product, or other wise and irrespective of the actual cause of the accident and irrespective whether such injuries or damages be attributable to negligence of the Contractor, his subcontractors, Miami-Dade County, their respective agents, servants, employees, or otherwise. If compensation for any such injury to person or damage to property shall be included in any judgment or award in any action or proceeding, the Contractor shall upon demand promptly reimburse Miami-Dade County for any payments made by the County on account thereof.

**2.31 PETROLEUM PRODUCT LIMITING LEGISLATIONS**

In the event of Federal or State petroleum Product Allocation Regulation or any similar petroleum product limiting legislations, the contractors shall provide full support to the Miami-Dade County Department of Procurement Management in application for maximum allowable allocation of levels for motor gasoline and diesel fuels as may be applicable to end users qualifying under the classifications of providers to the public, i.e., Emergency Sanitation, Telecommunication and Passenger Transportation Services.

**2.32 STOCK LEVELS SHALL BE MAINTAINED BY BIDDER**

The successful bidder(s) shall ensure that adequate stock levels are maintained at its place of

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business in order to assure the County of prompt delivery. If the delivery terms specified in the Solicitation are not fulfilled by the Bidder, the County reserves the right to cancel the order, purchase the fuel elsewhere, and charge the Bidder for any re-procurement costs incurred by the County.

**2.33 TOXIC SUBSTANCES/Federal “Right to Know” Regulations**

- 2.33.1 The Federal “Right to Know” Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.
- 2.33.2 Accordingly, the vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.
- 2.33.3 For additional information on the Federal Right to Know Regulation, contact OSHA at [www.OSHA.gov](http://www.OSHA.gov) or call (954) 424-0242.

**2.34 MIAMI-DADE HOUSING (MDHA) EXEMPTION TO CERTAIN CLAUSES**

- 2.34.1 The contract to be awarded under this solicitation will be accessed by the Miami-Dade Housing Authority (MDHA). As a Federally-funded agency, certain clauses within this solicitation do not apply to that Department's allocation:
  - 2.34.1.1 Section 1 Paragraph 1.10 (Local Preferences), Section 1 Paragraph 1.26 (Office of the Inspector General), Section 2 Paragraph 2.2 (Small Business Contract Measures), and Section 2 Paragraph 2.22 (County User Access Program – UAP).

**2.35 EMERGENCY RESERVED FUEL**

- 2.35.1 The purpose of Group II (Pre-Qualification) is to ensure that the County has access to a guaranteed supply of fuel during periods declared by the County or any other relevant authority as States of Emergency, whether Federal, Statewide, or County-wide or restricted to a specific area of the County. This Group specifically seeks to ensure that the County has access to an adequate and reliable supply of fuel and can

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maintain continuity of supplies in the time period preceding, during, and following such emergency events.

- 2.35.2 It is the intent of the County that the utilization of the spot market purchasing procedures within this Group shall occur during the Hurricane Season for South Florida and it is intended that the entire period covered shall be inclusive of June 1<sup>st</sup> through November 30<sup>th</sup>. However, the County reserves the right to utilize the services available within this Group during any period considered an emergency. The County shall have the right to determine what situations constitute an emergency and its decision on such shall be final.
- 2.35.3 The County shall notify the pre-qualified vendors that the County has determined that an emergency situation exists or an emergency situation may affect Miami-Dade County, or any part thereof, and that the County has decided to utilize the provisions of Group II. The County shall contact via fax or e-mail (or both), the pre-qualified vendors within this Group and request price quotes to reserve a specified amount of gasoline and diesel fuel for use by the County. The amount reserved shall be approximately one hundred and thousand (100,000) gallons of gasoline fuel and three hundred thousand (300,000) gallons of diesel fuel.
- 2.35.4 These amounts represent an estimated usage of fuel for ten (10) days required to maintain normal and/or emergency operations during the time of the emergency and/or until operations of commercial fuel deliveries return to normalcy. For purposes of this solicitation, these quantities of fuel reserves shall be known as the "Emergency Reserved Fuel".
- 2.35.5 The ensuing award shall be made to the lowest responsive and responsible bidder(s) who offers the lowest fixed price on an item by item basis (type of fuel) for the Emergency Reserved Fuel. The price quoted must state a separate itemized charge, per gallon, for storing the fuel beyond any period of thirty (30) days. The County may award to more than one vendor, in its sole discretion, if no single vendor is capable of storing the entire amount of fuel required.
- 2.35.6 Once the County has determined that an emergency situation no longer exists, the user departments shall issue purchase orders or releases against the Emergency Reserved Fuel until the amount reserved has been entirely utilized. The County shall attempt to utilize the Emergency Reserved Fuel within thirty (30) days. However, in the event of any subsequent new emergency situation arising, the County shall have the right to again "reserve" any unused amounts to a new requirement for Emergency Reserved Fuel and request quotes for the difference. If the County fails to utilize the entire amount within thirty (30) days, the vendor(s) shall be entitled to charge a per gallon storage fee that the vendor(s) must have previously identified on their quotes.

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2.35.7 Invoices and delivery tickets for fuel deliveries of the Emergency Reserved Fuel shall specifically identify this fuel as being from the "Emergency Reserved Fuel" amount.

2.35.8 During the time that the County is utilizing the Emergency Reserved Fuel, the County may choose not to purchase any fuel from the bidder(s) awarded Group I until these emergency fuel reserves have been exhausted.

**2.36 PURCHASE OF OTHER ITEMS NOT LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES**

While the County has listed all major items within this solicitation which are utilized by County departments in conjunction with their operations, there may be similar items that must be purchased by the County during the term of this contract. Under these circumstances, a County representative will contact the vendors to obtain a price quote for the similar items. The County reserves the right to award these similar items to a contract vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**2.37 ALTERNATIVE FUELS**

Considering the dynamic nature of fuel technology and the growing demand for alternative fuels, the county reserves the right to add any alternative fuel to the fuel types required on this contract. When such a need arises, the county shall contact all potential bidders, including those vendors awarded under this contract, and invite them to submit documentation to be added to the contract Prequalification List for the supply of the specific fuel type. The county shall provide all potential bidders 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 to the county. At that time the county shall also define and state the minimum criteria or qualifications that potential bidders must meet in order to pre-qualify to be added to this contract for the supply of the identified alternative fuel(s).

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**3.1 STANDARDS:**

3.1.1 All gasoline and diesel fuel must conform to Florida State Department of Agriculture and Consumer Services Division of Standards Chapter 5F-2, the latest applicable American Society for Testing and Materials (ASTM) standards corresponding to Miami-Dade County for the specific fuel type requested, and the latest low-sulfur standards for gasoline and ultra-low-sulfur standards for diesel fuel established by the Environmental Protection Agency (EPA).

**3.3 GASOLINE TYPES AND GRADES REQUIRED:**

3.3.1 The types of gasoline fuel that the County presently anticipates purchasing have been listed below. However, the County reserves the right, at its sole discretion, to change this list by either the deletion of fuel types no longer needed by the County or the addition of other fuel types or fuel additives as may become necessary for the County's needs, at anytime during the course of the life of this contract and at the sole discretion of the County. When a class, type, or category of fuel is to be added to this solicitation, as may be from time to time, the Department of Procurement Management shall supply the specifications for such fuel to all bidders on this contract no less than fifteen (15) days in advance of the first request for pricing for such fuels.

- 3.3.1.1 REGULAR UNLEADED GASOLINE (TO TEST NO LESS THAN 87 OCTANE)
- 3.3.1.2 UNLEADED GASOLINE, MID-GRADE (TO TEST NO LESS THAN 89 OCTANE)
- 3.3.1.3 UNLEADED GASOLINE, PREMIUM (TO TEST NO LESS THAN 91 OCTANE)

**3.4 DIESEL FUEL TYPES AND GRADES REQUIRED:**

3.4.1 The types of diesel fuel that the County presently anticipates purchasing have been listed below. However, the County reserves the right, at its sole discretion, to change this list by either the deletion of fuel types no longer needed by the County or the addition of other fuel types or fuel additives as may become necessary for the County's needs, at anytime during the course of the life of this contract and at the sole discretion of the County. When a class, type, or category of fuel is to be added to this solicitation, as may be from time to time, the Department of Procurement Management shall supply the specifications for such fuel to all bidders on this contract no less than thirty (30) days in advance of the first request for pricing for such fuels.

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3.4.1.1 DIESEL FUEL NO. 2 DYED

3.4.1.2 DIESEL FUEL NO. 2 NON-DYED

**3.5 LOCATION LISTING BY DEPARTMENT**

**3.5.1 AVIATION DEPARTMENT GASOLINE AND DIESEL FUEL**

ADDRESS	CAPACITY	LOCATION	TYPE
14410 NW 44 <sup>TH</sup> ST	10000	ABOVEGROUND	Unleaded Gas
14410 NW 44 <sup>TH</sup> ST	5200	ABOVEGROUND	Vehicular Diesel
28700 SW 217 <sup>TH</sup> AVE	4000	ABOVEGROUND	Vehicular Diesel
SW OF SW 127 <sup>TH</sup> ST & SW 145 <sup>TH</sup> AVE	4000	ABOVEGROUND	Unleaded Gas
CONCOURSE E FUELING – MIA INTL ARPT	12000	UNDERGROUND	Unleaded Gas
CONCOURSE E FUELING – MIA INTL ARPT	12000	UNDERGROUND	Unleaded Gas
CONCOURSE E FUELING – MIA INTL ARPT	4000	UNDERGROUND	Vehicular Diesel
CONCOURSE E FUELING – MIA INTL ARPT	12000	UNDERGROUND	Vehicular Diesel
4290 NW S TAMiami CANAL	12000	ABOVEGROUND	Vehicular Diesel
ELEC VAULT MIAMI INTL AIRPORT	4000	ABOVEGROUND	Vehicular Diesel
28700 SW 217 AVE	550	ABOVEGROUND	Emergency Generator Diesel
28700 SW 217 AVE	550	ABOVEGROUND	Emergency Generator Diesel
28700 SW 217 AVE	550	ABOVEGROUND	Emergency Generator Diesel
28700 SW 217 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel
757 ST NAZAIRe	2000	ABOVEGROUND	Emergency Generator Diesel
MIAMI INTL AIRPORT BLDG 600	2000	ABOVEGROUND	Emergency Generator Diesel
LIFT STATION #69	550	UNDERGROUND	Emergency Generator Diesel
BLDG 3090	4000	ABOVEGROUND	Emergency Generator Diesel
5300 NW 36 <sup>TH</sup> ST #BLDG 60A	2000	UNDERGROUND	Emergency Generator Diesel
FLAMINGO GARAGE	3000	ABOVEGROUND	Emergency Generator Diesel
BLDG 2201 – MIA INTL ARPT	2000	UNDERGROUND	Emergency Generator Diesel
CONCOURSE F LOC L	2000	ABOVEGROUND	Emergency Generator Diesel
CONCOURSE E LOCATION M	2000	ABOVEGROUND	Emergency Generator Diesel
CONCOURSE H GATE 11/15	5000	UNDERGROUND	Emergency Generator Diesel
NEW REPUMP #2	2000	ABOVEGROUND	Emergency Generator Diesel
BLDG#700 – LIFT STAT #68	550	UNDERGROUND	Emergency Generator Diesel
CONCOURSE D/E	2000	ABOVEGROUND	Emergency Generator Diesel
CONCOURSE D/E	2000	ABOVEGROUND	Emergency Generator Diesel
MIA-CONCOURSE D	8000	UNDERGROUND	Emergency Generator Diesel
MIA-CONCOURSE D	8000	UNDERGROUND	Emergency Generator Diesel
CONCOURSE E	2500	UNDERGROUND	Emergency Generator Diesel
CONCOURSE F/G WRAP	2000	UNDERGROUND	Emergency Generator Diesel
ELEC VAULT MIAMI INTL AIRPORT	4000	ABOVEGROUND	Emergency Generator Diesel
BLDG #5 MIAMI INTL AIRPORT	2000	ABOVEGROUND	Emergency Generator Diesel
TERMINAL EXT MIAMI INTL AIRPORT	2500	UNDERGROUND	Emergency Generator Diesel

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BLDG #176 OPA LOCKA AIRPORT	4000	ABOVEGROUND	Emergency Generator Diesel
BLDG 33	500	ABOVEGROUND	Emergency Generator Diesel
BLDG 33	500	ABOVEGROUND	Emergency Generator Diesel
12800 SW 137 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel

**3.5.2 CORRECTIONS DEPARTMENT: DIESEL FUEL**

ADDRESS	CAPACITY	LOCATION	TYPE
7000 NW 41 <sup>ST</sup> ST	2000	UNDERGROUND	Vehicular Diesel
1321 NW 13 <sup>TH</sup> ST	6000	UNDERGROUND	Emergency Generator Diesel
1321 NW 13 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
1401 NW 7 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel
15801 N HWY 9	5000	ABOVEGROUND	Generator/Pump Diesel

**3.5.3 FIRE RESCUE DEPARTMENT DIESEL FUEL**

STATIONS	ADDRESS	CAPACITY	LOCATION	TYPE
46	10200 NW 116 <sup>TH</sup> WAY	2000	ABOVEGROUND	Vehicular Diesel
21	10500 COLLINS AVE	2000	ABOVEGROUND	Vehicular Diesel
37	4200 SW 142 <sup>ND</sup> AVE	2000	ABOVEGROUND	Vehicular Diesel
4	9201 SW 152 <sup>ND</sup> ST	2000	ABOVEGROUND	Vehicular Diesel
16	325 NW 2 <sup>ND</sup> ST	2000	ABOVEGROUND	Vehicular Diesel
23	7825 SW 104 <sup>TH</sup> ST	2000	ABOVEGROUND	Vehicular Diesel
44	7700 NW 186 <sup>TH</sup> ST	2000	ABOVEGROUND	Vehicular Diesel
Supply Bureau	8010 NW 60 <sup>TH</sup> ST	1000	ABOVEGROUND	Vehicular Diesel
43	13390 SW 152TH ST	2000	ABOVEGROUND	Vehicular Diesel
11	18705 NW 27 <sup>TH</sup> AVE	2000	ABOVEGROUND	Vehicular Diesel
19	650 NW 131 <sup>ST</sup> ST	2000	ABOVEGROUND	Vehicular Diesel
20	13000 NE 16 <sup>TH</sup> AVE	2000	ABOVEGROUND	Vehicular Diesel
29	351 SW 107 <sup>TH</sup> AVE	2000	ABOVEGROUND	Vehicular Diesel
36	10001 HAMMOCKS BLVD	1000	ABOVEGROUND	Vehicular Diesel
6	15890 SW 288 <sup>TH</sup> ST	2000	ABOVEGROUND	Vehicular Diesel
7	9350 NW 22 <sup>ND</sup> AVE	2000	ABOVEGROUND	Vehicular Diesel
8	2900 AVENTURA BLVD	2000	ABOVEGROUND	Vehicular Diesel
HQ	9300 NW 41 <sup>ST</sup> ST	12000	ABOVEGROUND	Emergency Generator Diesel
HQ	9300 NW 41 <sup>ST</sup> ST	12000	ABOVEGROUND	Emergency Generator Diesel
HQ	9300 NW 41 <sup>ST</sup> ST	12000	ABOVEGROUND	Emergency Generator Diesel
9	7777 SW 117 <sup>TH</sup> AVE	2000	ABOVEGROUND	Vehicular Diesel
HQ	9300 NW 41 <sup>ST</sup> ST	3000	ABOVEGROUND	Vehicular Diesel

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**3.5.4 GSA FLEET MANAGEMENT: GASOLINE AND DIESEL FUEL**

ADDRESS	CAPACITY	LOCATION	TYPE
2950 NW 83 <sup>RD</sup> ST	10000	UNDERGROUND	Unleaded Gas
8801 NW 58 <sup>TH</sup> ST	10000	ABOVEGROUND	Unleaded Gas
8801 NW 58 <sup>TH</sup> ST	12000	ABOVEGROUND	Vehicular Diesel
8801 NW 58 <sup>TH</sup> ST	12000	ABOVEGROUND	Vehicular Diesel
703 NW 25 <sup>TH</sup> ST	12000	UNDERGROUND	Unleaded Gas
703 NW 25 <sup>TH</sup> ST	12000	UNDERGROUND	Unleaded Gas
7900 SW 107 <sup>TH</sup> AVE	10000	UNDERGROUND	Unleaded Gas
7900 SW 107 <sup>TH</sup> AVE	12000	UNDERGROUND	Vehicular Diesel
7900 SW 107 <sup>TH</sup> AVE	12000	UNDERGROUND	Vehicular Diesel
7707 SW 117 <sup>TH</sup> AVE	12000	UNDERGROUND	Unleaded Gas
12451 SW 184 <sup>TH</sup> ST	8000	UNDERGROUND	Unleaded Gas
12451 SW 184 <sup>TH</sup> ST	8000	UNDERGROUND	Unleaded Gas
12451 SW 184 <sup>TH</sup> ST	8000	UNDERGROUND	Unleaded Gas
12451 SW 184 <sup>TH</sup> ST	8000	UNDERGROUND	Vehicular Diesel
201 NW 1 <sup>ST</sup> ST	12000	UNDERGROUND	Unleaded Gas
201 NW 1 <sup>ST</sup> ST	12000	UNDERGROUND	Unleaded Gas
15665 BISCAYNE BLVD	12000	UNDERGROUND	Unleaded Gas
18701 NE 6 AVE	12000	UNDERGROUND	Unleaded Gas
18701 NE 6 AVE	12000	UNDERGROUND	Vehicular Diesel
18701 NE 6 AVE	12000	UNDERGROUND	Vehicular Diesel
10710 SW 211 <sup>TH</sup> ST	12000	UNDERGROUND	Unleaded Gas
10710 SW 211 <sup>TH</sup> ST	12000	UNDERGROUND	Unleaded Gas
10710 SW 211 <sup>TH</sup> ST	12000	UNDERGROUND	Vehicular Diesel
7100 NW 36 <sup>TH</sup> ST	12000	UNDERGROUND	Unleaded Gas
7100 NW 36 <sup>TH</sup> ST	12000	UNDERGROUND	Vehicular Diesel
21300 NW 47 <sup>TH</sup> AVE	7500	ABOVEGROUND	Vehicular Diesel
21300 NW 47 <sup>TH</sup> AVE	7500	ABOVEGROUND	Vehicular Diesel
9109 NW 25 <sup>TH</sup> ST	12000	UNDERGROUND	Unleaded Gas
9109 NW 25 <sup>TH</sup> ST	12000	UNDERGROUND	Unleaded Gas
10000 SW 142 <sup>ND</sup> AVE	12000	UNDERGROUND	Unleaded Gas
7901 CRANDON BLVD	4000	UNDERGROUND	Unleaded Gas
7901 CRANDON BLVD	10000	UNDERGROUND	Unleaded Gas
7901 CRANDON BLVD	4000	UNDERGROUND	Vehicular Diesel
18805 NW 27 <sup>TH</sup> AVE	12000	UNDERGROUND	Unleaded Gas
6100 SW 87 <sup>TH</sup> AVE	15000	UNDERGROUND	Unleaded Gas
6100 SW 87 <sup>TH</sup> AVE	15000	UNDERGROUND	Unleaded Gas
6100 SW 87 <sup>TH</sup> AVE	15000	UNDERGROUND	Vehicular Diesel
200 W 74 <sup>TH</sup> PL	10000	UNDERGROUND	Unleaded Gas
200 W 74 <sup>TH</sup> PL	10000	UNDERGROUND	Unleaded Gas
200 W 74 <sup>TH</sup> PL	10000	UNDERGROUND	Vehicular Diesel
1001 NW 11 <sup>TH</sup> ST	10000	UNDERGROUND	Unleaded Gas
1001 NW 11 <sup>TH</sup> ST	6000	UNDERGROUND	Vehicular Diesel
3575 S LEJEUNE RD	6000	UNDERGROUND	Unleaded Gas

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4801 SW 117 <sup>TH</sup> AVE	12000	UNDERGROUND	Unleaded Gas
4801 SW 117 <sup>TH</sup> AVE	12000	UNDERGROUND	Vehicular Diesel
2575 NE 151 <sup>ST</sup> ST	6000	ABOVEGROUND	Unleaded Gas
3625 NW 10 <sup>TH</sup> AVE	10000	ABOVEGROUND	Unleaded Gas
800 W 3 <sup>RD</sup> AVE	10000	UNDERGROUND	Unleaded Gas
8950 SW 232 <sup>ND</sup> ST	6000	UNDERGROUND	Unleaded Gas
8950 SW 232 <sup>ND</sup> ST	6000	UNDERGROUND	Vehicular Diesel
4300 NW 20 <sup>TH</sup> ST BLDG 3042	10000	ABOVEGROUND	Unleaded Gas
4300 NW 20 <sup>TH</sup> ST BLDG 3042	10000	ABOVEGROUND	Unleaded Gas
4300 NW 20 <sup>TH</sup> ST BLDG 3042	10000	ABOVEGROUND	Vehicular Diesel
5975 MIAMI LAKES DR	10000	UNDERGROUND	Unleaded Gas
18805 NW 27 <sup>TH</sup> AVE	1000	UNDERGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	6000	ABOVEGROUND	Vehicular Diesel
VIRGINIA BCH RD-VIRGINIA KEY	6000	ABOVEGROUND	Unleaded Gas
2575 NE 151 <sup>ST</sup> ST	6000	ABOVEGROUND	Vehicular Diesel
1504 NORTH CARIBBEAN BLVD	9000	ABOVEGROUND	Unleaded Gas
1504 NORTH CARIBBEAN BLVD	3000	ABOVEGROUND	Vehicular Diesel

**3.5.5 GSA FACILITIES AND UTILITIES: DIESEL FUEL**

ADDRESS	CAPACITY	LOCATION	TYPE
2901 W FLAGLER ST	500	ABOVEGROUND	Emergency Generator Diesel
200 NW 1 <sup>ST</sup> ST	6000	UNDERGROUND	Emergency Generator Diesel
175 NW 1 <sup>ST</sup> AVE	2500	UNDERGROUND	Emergency Generator Diesel
12600 NW 42 <sup>ND</sup> AVE	550	UNDERGROUND	Emergency Generator Diesel
1351 NW 12 <sup>TH</sup> ST	8000	UNDERGROUND	Emergency Generator Diesel
270 NW 2 ST	6000	UNDERGROUND	Emergency Generator Diesel
5400 NW 22 <sup>ND</sup> AVE	2000	UNDERGROUND	Emergency Generator Diesel
5680 SW 87 <sup>TH</sup> AVE	20000	UNDERGROUND	Emergency Generator Diesel
111 NW 1 <sup>ST</sup> ST-SUITE 1 <sup>ST</sup> FLOOR	15000	UNDERGROUND	Emergency Generator Diesel
1801 NW 9 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
ONE BOB HOPE RD	5000	UNDERGROUND	Emergency Generator Diesel
5600 SW 87 <sup>TH</sup> AVE	6000	ABOVEGROUND	Emergency Generator Diesel
9350 SW 248 <sup>TH</sup> ST, WATER TREATMENT	3000	ABOVEGROUND	Emergency Generator Diesel
2700 NW 87 <sup>TH</sup> AVE	685	ABOVEGROUND	Emergency Generator Diesel
73 W FLAGLER ST	500	UNDERGROUND	Emergency Generator Diesel
1015 N AMERICAN WAY	2500	UNDERGROUND	Generator/Pump Diesel
6010 SW 87 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel

**3.5.6 MIAMI-DADE HOUSING: DIESEL FUEL**

ADDRESS	CAPACITY	LOCATION	TYPE
2920 NW 18 <sup>TH</sup> AVE	3000	ABOVEGROUND	Emergency Generator Diesel
800 NW 13 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
950 NW 95 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel

**SECTION 3**  
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1403/05 NW 7 <sup>TH</sup> ST	500	ABOVEGROUND	Emergency Generator Diesel
2200 NW 54 ST	500	ABOVEGROUND	Emergency Generator Diesel
3000 NW 3 <sup>RD</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
150 NE 69 ST.	1000	ABOVEGROUND	Emergency Generator Diesel
191 NE 75 ST.	3000	ABOVEGROUND	Emergency Generator Diesel
8255 NW MIAMI CT.	1000	ABOVEGROUND	Emergency Generator Diesel
930 NW 95 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
1310 NW 16 ST	1000	ABOVEGROUND	Emergency Generator Diesel
1701 NW 2 <sup>ND</sup> . Ct.	1000	ABOVEGROUND	Emergency Generator Diesel
2929 NW 18 AVE	670	ABOVEGROUND	Emergency Generator Diesel
154 SW 17 AVE,	500	ABOVEGROUND	Emergency Generator Diesel
1759 SW 5 St.	500	ABOVEGROUND	Emergency Generator Diesel
800 NW 13 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
490 NE 2 <sup>ND</sup> AVE.	1000	ABOVEGROUND	Emergency Generator Diesel
3150 MUNDY ST.	500	ABOVEGROUND	Emergency Generator Diesel
150 NE 69 ST.	1000	ABOVEGROUND	Emergency Generator Diesel

**3.5.7 MIAMI-DADE TRANSIT (MDT) GASOLINE AND DIESEL FUEL**

Upon MDT request, deliveries of 87 Octane to the Metrobus and Metrorail sites shall be made using metered tankers. If deliveries are made using metered tankers, the invoice for gallons delivered to those sites shall only be accepted upon receipt of the delivery print-out signed by an authorized representative of MDT.

ADDRESS	CAPACITY	LOCATION	TYPE
3300 NW 32 <sup>ND</sup> AVE	10000	ABOVEGROUND	Unleaded Gas
3300 NW 32 <sup>ND</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32 <sup>ND</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32 <sup>ND</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32 <sup>ND</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32 <sup>ND</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74 <sup>TH</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74 <sup>TH</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74 <sup>TH</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74 <sup>TH</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
2775 SW 74 <sup>TH</sup> AVE	12000	ABOVEGROUND	Vehicular Diesel
6601 NW 72 <sup>ND</sup> AVE	10000	ABOVEGROUND	Unleaded Gas
6601 NW 72 <sup>ND</sup> AVE	10000	ABOVEGROUND	Vehicular Diesel
360 NE 185 <sup>TH</sup> ST	4000	ABOVEGROUND	Unleaded Gas
360 NE 185 <sup>TH</sup> ST	12000	ABOVEGROUND	Vehicular Diesel
360 NE 185 <sup>TH</sup> ST	12000	ABOVEGROUND	Vehicular Diesel
360 NE 185 <sup>TH</sup> ST	12000	ABOVEGROUND	Vehicular Diesel
360 NE 185 <sup>TH</sup> ST	12000	ABOVEGROUND	Vehicular Diesel
360 NE 185 <sup>TH</sup> ST	12000	ABOVEGROUND	Vehicular Diesel
3300 NW 32 <sup>ND</sup> AVE	500	ABOVEGROUND	Emergency Generator Diesel
3300 NW 32 <sup>ND</sup> AVE	500	ABOVEGROUND	Emergency Generator Diesel

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
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3300 NW 32 <sup>ND</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel
2775 SW 74 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
2775 SW 74 <sup>TH</sup> AVE	500	ABOVEGROUND	Emergency Generator Diesel
360 NE 185 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
8300 S DIXIE HWY	550	UNDERGROUND	Emergency Generator Diesel
110 NW 3 <sup>RD</sup> ST	5000		Emergency Generator Diesel

**3.5.8 MIAMI-DADE POLICE DIESEL FUEL**

ADDRESS	CAPACITY	LOCATION	TYPE
9105 NW 25 <sup>TH</sup> AVE	6000	UNDERGROUND	Emergency Generator Diesel
6950 NW 41 <sup>ST</sup> ST	1000	ABOVEGROUND	Vehicular Diesel
6950 NW 41 <sup>ST</sup> ST	1000	ABOVEGROUND	Vehicular Diesel
6950 NW 41 <sup>ST</sup> ST	500	UNDERGROUND	Vehicular Diesel
6950 NW 41 <sup>ST</sup> ST	1000	UNDERGROUND	Vehicular Diesel
6950 NW 41 <sup>ST</sup> ST	500	UNDERGROUND	Vehicular Diesel
18805 NW 27 <sup>TH</sup> AVE	4000	UNDERGROUND	Emergency Generator Diesel

**3.5.9 PARKS DEPARTMENT GASOLINE AND DIESEL FUEL**

ADDRESS	CAPACITY	LOCATION	TYPE
10901 SW 24 <sup>TH</sup> ST	550	UNDERGROUND	Leaded Gas
10901 SW 24 <sup>TH</sup> ST	550	UNDERGROUND	Vehicular Diesel
6801 MIAMI GARDENS DR	1000	ABOVEGROUND	Unleaded Gas
6801 MIAMI GARDENS DR	1000	ABOVEGROUND	Vehicular Diesel
17350 W DIXIE HWY	1000	ABOVEGROUND	Unleaded Gas
17350 W DIXIE HWY	300	ABOVEGROUND	Vehicular Diesel
6700 CRANDON BLVD	1000	ABOVEGROUND	Vehicular Diesel
9300 SW 152 <sup>ND</sup> ST	1000	ABOVEGROUND	Unleaded Gas
9300 SW 152 <sup>ND</sup> ST	280	ABOVEGROUND	Vehicular Diesel
9300 SW 152 <sup>ND</sup> ST	280	ABOVEGROUND	Vehicular Diesel
24801 SW 187 <sup>TH</sup> AVE	300	ABOVEGROUND	Vehicular Diesel
11201 SW 24 <sup>TH</sup> ST	1000	ABOVEGROUND	Unleaded Gas
11201 SW 24 <sup>TH</sup> ST	500	ABOVEGROUND	Vehicular Diesel
1275 NE 79 <sup>TH</sup> ST	10000	UNDERGROUND	Unleaded Gas
1275 NE 79 <sup>TH</sup> ST	10000	UNDERGROUND	Vehicular Diesel
11395 SW 79 <sup>TH</sup> ST	550	ABOVEGROUND	Emergency Generator Diesel
12400 SW 152 <sup>ND</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
3251 S MIAMI AVE	2000	ABOVEGROUND	Emergency Generator Diesel

**3.5.10 THE MARINAS RE-SELL GASOLINE TO THE PUBLIC.**

Effective March 1, 2006, new federal regulation mandated marinas to sell low-sulfur gasoline. Refiners and importers of gasoline are required to

**SECTION 3**  
**TECHNICAL SPECIFICATION**  
**Gasoline and Diesel Fuel**

produce gasoline with reduced sulfur levels of eighty parts per million (80PPM).

ADDRESS	CAPACITY		TYPE
Crandon Marina, 4000 Crandon Blvd.	10000		Premium
Crandon Marina, 4000 Crandon Blvd.	10000		Mid-Grade
Pelican Harbor Marina, 1276 NE 79 St.	10000		Mid-Grade

**3.5.11 WATER AND SEWER DIESEL FUEL**

ADDRESS	CAPACITY	LOCATION	TYPE
10450 FOUNTAINBLEU BLVD	1000	ABOVEGROUND	Vehicular Diesel
2201 NW 70 <sup>TH</sup> AVE	2000	UNDERGROUND	Vehicular Diesel
4801 SW 117 <sup>TH</sup> AVE	1000	UNDERGROUND	Vehicular Diesel
4801 SW 117 <sup>TH</sup> AVE	1000	UNDERGROUND	Vehicular Diesel
10075 NW 52 <sup>ND</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
17435 NW 89 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	6000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	6000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	25000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	25000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	25000	ABOVEGROUND	Emergency Generator Diesel
VIRGINIA BCH RD-VIRGINIA KEY	25000	ABOVEGROUND	Emergency Generator Diesel
390 NW RIVER DR	25000	ABOVEGROUND	Emergency Generator Diesel
390 NW RIVER DR	25000	ABOVEGROUND	Emergency Generator Diesel
1001 NW 11 <sup>TH</sup> ST	2000	ABOVEGROUND	Emergency Generator Diesel
19500 SW 376 <sup>TH</sup> ST	2000	ABOVEGROUND	Emergency Generator Diesel
HAMMOCKS BLVD & SW 103 <sup>RD</sup> ST	250	ABOVEGROUND	Emergency Generator Diesel
6455 NW 7 <sup>TH</sup> ST	550	UNDERGROUND	Generator/Pump Diesel
35250 SW 177 <sup>TH</sup> COURT	2000	ABOVEGROUND	Emergency Generator Diesel
461 NW 5 <sup>TH</sup> AVE	6000	ABOVEGROUND	Emergency Generator Diesel
10101-A COASTA DEL SOL BLVD	500	ABOVEGROUND	Emergency Generator Diesel
6200 NW 32 <sup>ND</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
1530 NW 111 TH AVE	2000	ABOVEGROUND	Emergency Generator Diesel
18 FISHER ISLAND	1000	UNDERGROUND	Emergency Generator Diesel
8324 NW 7 <sup>TH</sup> ST	1000	UNDERGROUND	Emergency Generator Diesel
7341 SW 61 <sup>ST</sup> CT	1000	ABOVEGROUND	Emergency Generator Diesel
1 NW BLVD	10000	ABOVEGROUND	Emergency Generator Diesel
2400 NW 76 <sup>TH</sup> ST	550	UNDERGROUND	Emergency Generator Diesel
925 BISCAYNE BLVD	10000	ABOVEGROUND	Emergency Generator Diesel
12700 NW 30 <sup>TH</sup> AVE	10000	ABOVEGROUND	Emergency Generator Diesel
12700 NW 30 <sup>TH</sup> AVE	10000	ABOVEGROUND	Emergency Generator Diesel
354 SUNNY ISLES BLVD	2000	ABOVEGROUND	Emergency Generator Diesel
17800 NW 29 <sup>TH</sup> CT	1000	ABOVEGROUND	Emergency Generator Diesel
19400 NE 10 AVE	1000	ABOVEGROUND	Emergency Generator Diesel
21411 NW 47 <sup>TH</sup> AVE	500	ABOVEGROUND	Emergency Generator Diesel

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**Gasoline and Diesel Fuel**

19975 AVENTURA BLVD	250	ABOVEGROUND	Emergency Generator Diesel
15000 NW 37 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel
13760 NE 5 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel
1825 NE 150 ST	2000	ABOVEGROUND	Emergency Generator Diesel
5700 E 8 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
20901 NW 7 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
12400 NW 32 <sup>ND</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
13920 NW 60 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
3750 NW 181 <sup>ST</sup> ST	6000	ABOVEGROUND	Emergency Generator Diesel
7301 NW 186 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
7900 NW 178 ST	1000	ABOVEGROUND	Emergency Generator Diesel
3300 W 76 <sup>TH</sup> ST	4000	UNDERGROUND	Emergency Generator Diesel
20215 NW 2 <sup>ND</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
3150 NW 208 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
2451 NE 203 <sup>RD</sup> ST	1000	UNDERGROUND	Emergency Generator Diesel
21101 NE 28 <sup>TH</sup> AVE	1000	UNDERGROUND	Emergency Generator Diesel
19201 NE 29 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel
3801 SUNNY ISLE BLVD	2000	UNDERGROUND	Emergency Generator Diesel
6452 MEDITERRANEAN BLVD	500	UNDERGROUND	Emergency Generator Diesel
17902 NW MEDITERREAN BLVY	550	UNDERGROUND	Emergency Generator Diesel
19091 NW 62 <sup>ND</sup> AVE	500	UNDERGROUND	Emergency Generator Diesel
16650 NE 79 <sup>TH</sup> AVE	1000	UNDERGROUND	Emergency Generator Diesel
3601 NE 207 <sup>TH</sup> ST	1000	UNDERGROUND	Emergency Generator Diesel
3650 NE 213 <sup>TH</sup> ST	1000	UNDERGROUND	Emergency Generator Diesel
15700 NW 79 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
16547 NW 87 <sup>TH</sup> AVE	1000	UNDERGROUND	Emergency Generator Diesel
19802 NW 82 <sup>ND</sup> PL	1000	UNDERGROUND	Emergency Generator Diesel
10700 SW 147 <sup>TH</sup> AVE	1000	UNDERGROUND	Emergency Generator Diesel
14799 SW 117 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
18445 OLD CUTLER RD	2000	UNDERGROUND	Emergency Generator Diesel
SW 117 AVE & 208 ST	6000	UNDERGROUND	Emergency Generator Diesel
12650 SW 150 <sup>TH</sup> ST	1000	UNDERGROUND	Emergency Generator Diesel
6210 SW 128 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
SW 142 <sup>ND</sup> AVE & 92 <sup>ND</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
8700 SW 95 <sup>TH</sup> AVE	10000	ABOVEGROUND	Emergency Generator Diesel
8700 SW 95 <sup>TH</sup> AVE	10000	ABOVEGROUND	Emergency Generator Diesel
8260 SW 97 <sup>TH</sup> ST	3000	ABOVEGROUND	Emergency Generator Diesel
17935 SW 104 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel
19340 SW 112 <sup>TH</sup> CT	500	ABOVEGROUND	Emergency Generator Diesel
11380 SW 38 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
2545 SW 122 <sup>ND</sup> CT	1000	ABOVEGROUND	Emergency Generator Diesel
12480 SW 18 <sup>TH</sup> ST	500	ABOVEGROUND	Emergency Generator Diesel
1301 SW 122 <sup>ND</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
15550 SW 80 <sup>TH</sup> ST	250	ABOVEGROUND	Emergency Generator Diesel
1199 SW 134 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
15840 SW 127 <sup>TH</sup> AVE	2000	ABOVEGROUND	Emergency Generator Diesel

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**TECHNICAL SPECIFICATION**  
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4801 SW 117 <sup>TH</sup> AVE	500	ABOVEGROUND	Emergency Generator Diesel
11991 SW 34 <sup>TH</sup> ST	500	ABOVEGROUND	Emergency Generator Diesel
555 SE 8 <sup>TH</sup> ST	6000	UNDERGROUND	Emergency Generator Diesel
SW 147 <sup>TH</sup> AVE & 304 <sup>TH</sup> ST	6000	ABOVEGROUND	Emergency Generator Diesel
10350 PUERTO RICO DR	1000	ABOVEGROUND	Emergency Generator Diesel
2575 NE 151 <sup>ST</sup> ST	100000	ABOVEGROUND	Emergency Generator Diesel
2575 NE 151 <sup>ST</sup> ST	100000	ABOVEGROUND	Emergency Generator Diesel
2575 NE 151 <sup>ST</sup> ST	6000	ABOVEGROUND	Generator/Pump Diesel
29200 SW 142 ND AVE	2000	ABOVEGROUND	Emergency Generator Diesel
8300 COMMERCE WAY	1000	UNDERGROUND	Emergency Generator Diesel
15225 HARDING DR	2000	ABOVEGROUND	Emergency Generator Diesel
15800 SW 336 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
15800 SW 336 <sup>TH</sup> ST	1000	ABOVEGROUND	Emergency Generator Diesel
W 2 <sup>ND</sup> & 75 PLACE	6000	ABOVEGROUND	Emergency Generator Diesel
SW 107 <sup>TH</sup> AVE & 72 <sup>ND</sup> ST	6000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232 <sup>ND</sup> ST	25000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232 <sup>ND</sup> ST	25000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232 <sup>ND</sup> ST	25000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232 <sup>ND</sup> ST	2000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232 <sup>ND</sup> ST	25000	ABOVEGROUND	Emergency Generator Diesel
8950 SW 232 <sup>ND</sup> ST	25000	ABOVEGROUND	Emergency Generator Diesel
3880 NW 25 <sup>TH</sup> ST	2500	UNDERGROUND	Emergency Generator Diesel
21069 BISCAYNE BLVD	1000	ABOVEGROUND	Emergency Generator Diesel
201 EASTWOOD DR	1000	UNDERGROUND	Emergency Generator Diesel
18820 NE 29 <sup>TH</sup> AVE	1000	ABOVEGROUND	Emergency Generator Diesel
390 NW NORTH RIVER DRIVE	30000	ABOVEGROUND	Emergency Generator Diesel
700 WEST SECOND AVENUE	5500		Emergency Generator Diesel
331 NE 9 <sup>TH</sup> STREET	6000		Emergency Generator Diesel
1100 WEST SECOND AVENUE	200000	ABOVEGROUND	Emergency Generator Diesel
6800 SW 87 AVENUE	360000	ABOVEGROUND	Emergency Generator Diesel
9775 SW 83 <sup>RD</sup> STREET	12000	ABOVEGROUND	Emergency Generator Diesel
900 W 2 <sup>ND</sup> AVENUE	200000	ABOVEGROUND	Emergency Generator Diesel
RICHMOND HEIGHTS	500		Emergency Generator Diesel
STATION #968	1000		Emergency Generator Diesel
GOULDS PERRINE	8000		Emergency Generator Diesel
8901 SW 58 <sup>TH</sup> STREET	14000	ABOVEGROUND	Emergency Generator Diesel
DADE COLLIER TRAIN & TRANSI	5000		Emergency Generator Diesel
NW 107 & 12 STREET	500		Emergency Generator Diesel
10105 COSTA DEL SOL BLVD	550		Emergency Generator Diesel

**3.6 TRUCK CERTIFICATION:**

The County requires fuel delivery in trucks equipped with a sealed State of Florida approved and inspected meter or from 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. All trucks used for delivery must have the ability to

**SECTION 3**  
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**Gasoline and Diesel Fuel**

measure fuel delivered and correct the recorded gallonage delivered to 60 degrees Fahrenheit for billing purposes. (Please refer to Section 2, Paragraph 2.18 and associated subparagraphs).

**3.7 DELAY TIME (RATE PER HOUR)**

The bidder will identify on the Bid Submittal Form an amount to be charged for Delay Time (Rate per Hour). Delay time is defined as the period of time in hours, or part thereof, that a delivery truck has to wait before it can deliver its load or if the ordered load does not fit.

**SECTION 4**  
**BID SUBMITTAL FORM**

**Submit Bid To:**

**CLERK OF THE BOARD**  
 Stephen P. Clark Center  
 111 NW 1<sup>st</sup> Street  
 17<sup>th</sup> Floor, Suite 202  
 Miami, Florida 33128-1983



**OPENING: 2:00 P.M.**  
**Wednesday,**  
**December 26, 2007**

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN  
 MIAMI-DADE COUNTY, FLORIDA

Issued by:994	DPM Purchasing Division	Date Issued: 11/16/2007	This Bid Submittal Consists of Pages 32 through 38
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Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**GASOLINE AND DIESEL FUEL**

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids  
 A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract  
 by the successful bidder and Miami-Dade County

<b>DO NOT WRITE IN THIS SPACE</b>	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 405-09, 405-15, 405-18, 405	
Sr. Procurement Contracting Agent Km! Ra	

FIRM NAME: \_\_\_\_\_

**RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND  
 AFFIDAVITS**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE  
 ON PAGE 38 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR  
 INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 38 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER  
 YOUR BID NON-RESPONSIVE**

## BID SUBMITTAL FOR:

## Gasoline and Diesel Fuel

FIRM NAME: \_\_\_\_\_

4.1 ESTIMATED YEARLY USAGES BY DEPARTMENTS

- i). AVIATION DEPARTMENT  
GASOLINE – 25,000 gallons  
DIESEL – 50,000 gallons
- ii). CORRECTIONS DEPARTMENT  
GASOLINE – None (0) gallons  
DIESEL – 15,000 gallons
- iii). FIRE AND RESCUE DEPARTMENT  
GASOLINE – 151,800 gallons  
DIESEL – 674,500 gallons
- iv). GSA FLEET MANAGEMENT DEPARTMENT  
GASOLINE – 9,000,000 gallons  
DIESEL – 4,000,000 gallons
- v). GSA FACILITIES AND UTILITIES DEPARTMENT  
GASOLINE – 500 gallons  
DIESEL – 50,000 gallons
- vi). MIAMI-DADE HOUSING DEPARTMENT  
GASOLINE – 500 gallons  
DIESEL – 115,020 gallons
- vii). MIAMI-DADE TRANSIT (MDT) DEPARTMENT  
GASOLINE – 200,000 gallons  
DIESEL – 14,000,000 gallons
- viii). MIAMI-DADE POLICE DEPARTMENT  
GASOLINE – 13,382 gallons  
DIESEL – 13,600 gallons
- ix). PARKS DEPARTMENT  
GASOLINE – 405,000 gallons  
DIESEL – 106,000 gallons
- x). WATER AND SEWER DEPARTMENT  
DIESEL – 2,552,800 gallons

**BID SUBMITTAL FOR:****Gasoline and Diesel Fuel****FIRM NAME:** \_\_\_\_\_

NOTE 7: THE FUEL TYPES LISTED IN THE BID SUBMITTAL ARE THOSE THAT ARE CURRENTLY BEING PURCHASED AND UTILIZED BY THE COUNTY. IT IS NOT A COMPREHENSIVE LISTING OF ALL FUEL TYPES THE COUNTY MAY USE IN THE FUTURE. NEW FUEL TYPES WILL BE ADDED AS NEEDED AS PER SECTION 3, PARAGRAPHS 3.3 AND 3.4 (TECHNICAL SPECIFICATIONS); AND SECTION 2, PARAGRAPH 2.36.

**GROUP I**  
**TRANSPORT AND TANK WAGON DELIVERIES**

**BIDDER PRE-QUALIFICATION CHECKLIST**

1. Per Section 2, Paragraph 2.6, please include a copy of your Local Business Tax, or any type of business registration acceptable to the county, with the Bid Proposal as evidence that you are registered as a supplier of fuel to commercial customers.
  
2. Please provide a listing of the different types of fuel that you are able to supply?
  - a. \_\_\_\_\_
  - b. \_\_\_\_\_
  - c. \_\_\_\_\_
  - d. \_\_\_\_\_
  - e. \_\_\_\_\_
  - f. \_\_\_\_\_
  
3. Please list the port facilities (Rack) that you have access to: (For the purpose of this solicitation, "port facilities" is defined as a direct terminal receiver of fuels from water borne vessels.)
  - i. \_\_\_\_\_
  - ii. \_\_\_\_\_
  - iii. \_\_\_\_\_
  - iv. \_\_\_\_\_

**BID SUBMITTAL FOR:****Gasoline and Diesel Fuel****FIRM NAME:** \_\_\_\_\_

4. Provide office contact information below:

Fax Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Dedicated Phone Number: \_\_\_\_\_

Please list the person(s) to be contacted for the placement of orders and delivery:

**WEEKDAYS:**

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**WEEKENDS AND HOLIDAYS:**

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

5. Include letters of references from three (3) commercial customers to which you are currently supplying fuel:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

6. Please indicate the Delay Time Rate Per Hour that will be charged for delayed deliveries:

Delay Time Rate Per Hour: \$ \_\_\_\_\_ per hour

**BID SUBMITTAL FOR:****Gasoline and Diesel Fuel**

**FIRM NAME:** \_\_\_\_\_

**GROUP II**  
**(PRE-QUALIFICATION FOR EMERGENCY RESERVED FUEL)**

In addition to the criteria established for Group I, bidders for Group II shall provide the following additional information:

7. Please provide information on storage facilities. (These storage facilities may be on site at Port Everglades or elsewhere.)

i. What are the total gallons of fuel that can be stored at your storage facilities?

ii. Gasoline \_\_\_\_\_ gals

iii. Diesel \_\_\_\_\_ gals

iv. Where are your storage facilities located?  
\_\_\_\_\_  
\_\_\_\_\_

The bidder's storage capacity must be capable of entirely or partly store the estimated emergency quantities of one hundred thousand gallons (100,000) of gasoline and three hundred thousand gallons (300,000) of diesel fuel. The bidder is required to provide evidence verifying access to storage facilities that meet the aforementioned specifications (a minimum of 50,000 gallons of storage is required). This evidence may be the submission of copies of lease documents, copies of permits certifying the premises as a fuel storage facility, or any other similar documentation.

**SECTION 4  
BID SUBMITTAL FOR:**

**GASOLINE AND DIESEL FUEL**

**ACKNOWLEDGEMENT OF ADDENDA**

---

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

---

**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

**Addendum #1, Dated** \_\_\_\_\_

**Addendum #2, Dated** \_\_\_\_\_

**Addendum #3, Dated** \_\_\_\_\_

**Addendum #4, Dated** \_\_\_\_\_

**Addendum #5, Dated** \_\_\_\_\_

**Addendum #6, Dated** \_\_\_\_\_

**Addendum #7, Dated** \_\_\_\_\_

**Addendum #8, Dated** \_\_\_\_\_

---

**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

---

**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



## BID SUBMITTAL FORM

**Bid Title: Gasoline and Diesel Fuel**

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

**COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program**

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_  
 and \_\_\_\_\_

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County?  
 Yes \_\_\_\_\_ No \_\_\_\_\_

**LOCAL PREFERENCE CERTIFICATION:** The responding vendor hereby attests, by checking one of the following blocks, that it is , or is not , a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_

FEIN No. \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days net \_\_\_\_\_ days  
 (Please see paragraph 1.2 H of General Terms and Conditions)

*\*By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract\**

Signature: \_\_\_\_\_  
 (Signature of authorized agent)

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Failure to sign this page shall render your Bid non-responsive.**



## **APPENDIX**

### **AFFIDAVITS FORMAL BIDS**

**MIAMI-DADE COUNTY BID AFFIDAVITS****▪ DISABILITY NONDISCRIMINATION AFFIDAVIT  
(Resolution R-385-95)**

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

**▪ MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT  
(Ordinance 93-129) See Section 1 (1.3H)**

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

**▪ MIAMI-DADE COUNTY COLLECTION OF TAXES,  
FEES AND PARKING TICKETS AFFIDAVIT  
(Ordinance 95-178) Section 1 (1.3 E)**

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**▪ AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES  
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO  
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

• **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING  
TO AFFIDAVITS ON PAGES 1 AND 2**

**MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE**

By: \_\_\_\_\_ 20 \_\_\_\_\_  
Signature of Affiant Date

Printed Name of Affiant and Title \_\_\_\_\_ Federal Employer Identification Number \_\_\_\_\_

**Printed Name of Firm**

**Address of Firm**

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

**Signature of Notary**

**Serial Number**

Print or Stamp Name of Notary

**Expiration Date**

**Notary Public – State of** \_\_\_\_\_

**Notary Seal**

**LIVING WAGE AFFIDAVIT**  
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.81 per hour plus health benefits as described in the ordinance, or \$11.23 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: \_\_\_\_\_ 20 \_\_\_\_\_  
Signature of Affiant Date

Printed Name of Affiant and Title \_\_\_\_\_ / / / / / / / / / /  
Federal Employer Identification Number

Printed Name of Firm \_\_\_\_\_

Address of Firm \_\_\_\_\_

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

Signature of Notary \_\_\_\_\_ Serial Number \_\_\_\_\_

Print or Stamp Name of Notary \_\_\_\_\_ Expiration Date \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

**AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT**  
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. \_\_\_\_\_ and \_\_\_\_\_ the expiration date of \_\_\_\_\_.
- had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- had annual gross revenues less than \$5,000,000.00 for the previous year, therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Signature

Witness: \_\_\_\_\_  
\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
\_\_\_\_\_  
Legal Name and Title

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:**

By: \_\_\_\_\_

**FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:**

By: \_\_\_\_\_ having the title of \_\_\_\_\_

with \_\_\_\_\_.

a \_\_\_\_\_ corporation       partnership       joint venture

**PLEASE NOTE:**

*Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.*

*Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.*

*For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.*

**CODE OF BUSINESS ETHICS**

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully complaint with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: \_\_\_\_\_ 20\_\_\_\_\_  
Signature of Affiant Date

Printed Name of Affiant and Title \_\_\_\_\_ / / / / / / /  
Federal Employer Identification Number

Printed Name of Firm \_\_\_\_\_

Address of Firm \_\_\_\_\_

**SUBSCRIBED AND SWORN TO** (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

He/She is personally known to me or has presented \_\_\_\_\_ as identification.  
Type of identification

Signature of Notary \_\_\_\_\_ Serial Number \_\_\_\_\_

Print or Stamp Name of Notary \_\_\_\_\_ Expiration Date \_\_\_\_\_

Notary Public – State of \_\_\_\_\_

Notary Seal

# **FAIR SUBCONTRACTING PRACTICES**

**(Ordinance 97-35)**

In compliance with Miami-Dade County Ordinance 97-35, the Bidder shall submit with the bid proposal a detailed statement of its policies and procedures (use separate sheet if necessary) for awarding subcontractors in accordance with Section 1, Paragraph 1.15

NO SUBCONTRACTORS WILL BE UTILIZED FOR THIS CONTRACT

Signature

Date

MIAMI-DADE COUNTY

BID NO.: 3143-9/18

**SUBCONTRACTOR/SUPPLIER LISTING**  
(Ordinance 97-104)

Firm Name of Prime Contractor/Respondent: \_\_\_\_\_

Bid No.: \_\_\_\_\_ Title: \_\_\_\_\_

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.  
This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner) Gender      Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender      Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

\_\_\_\_\_  
Prime Contractor/Respondent's Signature

\_\_\_\_\_  
Print Name  
(Duplicate if additional space is needed)

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

FORM 100

**MIAMI-DADE COUNTY  
CERTIFICATION OF RECYCLED  
ENVIRONMENTALLY ACCEPTABLE PACKAGING  
PRODUCT CONTENT  
RESOLUTION (R-738-92)**



<b>MINIMUM CERTIFIED CONTENT</b>						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
<b>DEFINITIONS</b>						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

<b>NAME</b>		
<b>ADDRESS</b>		
<b>CITY</b>	<b>STATE</b>	<b>ZIP</b>
<b>SIGNATURE</b>	<b>TITLE</b>	

ATTACHMENT A – SAMPLE INVOICEINVOICE #: \_\_\_\_\_  
INVOICE DATE: \_\_\_\_\_

SHIP TO: \_\_\_\_\_

REMIT TO: \_\_\_\_\_

BILL TO: \_\_\_\_\_

FEIN: \_\_\_\_\_

ACCOUNT # \_\_\_\_\_  
Order # \_\_\_\_\_  
PO # \_\_\_\_\_**DIESEL/GASOLINE**

OPIS DAILY PRICING	UNIT	UNIT COST
FIRM FIXED SERVICE ADDER (PER GALLON)		\$2.00
TOTAL PRICE PER GALLON		0.3554
		<u>\$2.3554</u>

**GALLONS SUPPLIED**

7000 16,487.80

TOTAL FUEL COST \$ 16,487.80

**TAXES & FEES**

MIAMI-DADE USER ACCESS FEE	(2% OF (OPIS + SERVICE ADDER) X GALLONS)	329.76
MIAMI-DADE INSPECTOR GENERAL FEE	(.25% OF (OPIS + SERVICE ADDER) X GALLONS)	41.22
MIAMI-DADE CO GAS TAX	0.160000	1,120.00
FED EXC LUST GOVT TA	0.001000	7.00
FL INSPECTION FEE	0.001250	8.75
FL MTR FUEL TAX	0.149000	1,043.00
FL POLLUTION TAX	0.020714	145.00
FED ENV REC FEE		8.31
	TOTAL TAXES & FEES	\$ 2,703.03

INVOICE  
TOTAL \$19,190.83

MIAMI-DADE COUNTY

BID NO.: 3143-9/18

**ATTACHMENT B - GROUP I**

Miami-Dade County Contract No: 3143-9/18  
**DIESEL FUEL PRICES**

From: \_\_\_\_\_ to: \_\_\_\_\_

GRADES		DF #2 Non-dyed			DF Flow Meter			DF #2 Dyed					
ZONES		A	B	C	A	B	C	A	B	C	A	B	C
Vendor	Transport												
	Tank Wagon												
Vendor	Transport												
	Tank Wagon												
Vendor	Transport												
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Vendor	Transport												
	Tank Wagon												

**LOW BIDDER APPEARS HIGHLIGHTED AND IN BOLD LETTERS**

MIAMI-DADE COUNTY

**BID NO.: 3143-9/18**

Miami-Dade County Contract No: 3143-9/18

**GASOLINE PRICES**

From: \_\_\_\_\_ to: \_\_\_\_\_

GRADES		Regular Unleaded			Mid-grade Unleaded			Premium Unleaded					
ZONES		A	B	C	A	B	C	A	B	C	A	B	C
Vendor	Transport												
	Tank Wagon												
Vendor	Transport												
	Tank Wagon												
Vendor	Transport												
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	Tank Wagon												
Vendor	Transport												
	Tank Wagon												

**LOW BIDDER APPEARS HIGHLIGHTED AND IN BOLD LETTERS**

Attachment:

USERS OF THE COUNTY FUEL CONTRACT

Miami-Dade County User Departments		Other Public Entities
AV	Aviation Department	City of Miami Springs
CR	Department of Corrections and Rehabilitation	City of North Miami Beach
FR	Fire Rescue Department	City of Sunny Isles
GS	General Services Administration	City of Homestead
HD	Housing Agency	City of Miami Beach
MT	Transit Department	City of North Miami
PD	Police Department	City of Aventura (Police)
PR	Park and Recreation Department	City of Pinecrest
SP	Seaport Department	City of Miami
VZ	Vizcaya Museum	Miami-Dade Expressway Authority
WS	Water and Sewer Department	Palm Beach County School District City of Kissimmee Florida International University

