

AWARD

CITY OF FORT LAUDERDALE

PROCUREMENT DEPARTMENT
100 N. ANDREWS AVENUE, 6TH FLOOR
FORT LAUDERDALE, FL 33301
(954) 828-5140

City Commission Approval: 06/07/2005 Pur-9
Period Covered: 07/01/05 – 06/30/08
Contract No.: #5-3-8-049

Vendor: MBE__ WBE__
Mansfield Oil Company of Gainesville
1025 Airport Parkway SW
Gainesville, GA 30501

Invoice To:
City of Fort Lauderdale
Accounts Payable
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Attn: Josh Epperson
800-255-6699
Fax: 678-450-2271

Payment Terms: Net 30
Delivery: 24-48 Days

After Hours Emergency Phone Number: 1-800-283-3835 Option 2

Website: <http://www.mansfieldoil.com/>

Unleaded Gasoline – Fuel Transport

Regular Unleaded – Transport \$ -.0043 Discount ✓
Midrange Unleaded -.0100 Discount ✓
Premium Unleaded -.0175 Discount ✓

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
Extension Options: Yes No Years: 2

We hereby accept this award and all terms, conditions, and specifications of the bid referenced, Broward Sheriff's Office Bid No # 5-3-8-049.

Josh Epperson VP, Sales 7-6-05
Authorized Signature and Title Date

Josh Epperson Vice President, Sales
Printed Name and Title

Department Contract Co-Ordinator: James Hemphill, Procurement (954) 828-5143

Procurement Specialist: James Hemphill, CPPB

Kirk W. Buffington
Kirk W. Buffington, C.P.M.
Director of Procurement Services

CONTRACT
COPY



1025 Airport Parkway SW
Gainesville, GA 30501
www.mansfieldoil.com

ATTENTION: JAMES HEMPHILL
PROCUREMENT DEPARTMENT
FAX: 954-828-5576 PHONE: 954-828-5143

FOR FUEL DELIVERIES OR INQUIRIES:

CUSTOMER SERVICE: Joël Kirby or Frances Joy
PHONE: **1-800-283-3835**
FAX: 678-450-2277
EMAIL: JKIRBY@MANSFIELDOIL.COM
FJOY@MANSFIELDOIL.COM

YOUR MANSFIELD OIL ACCOUNT #:

14516-01

AFTER HOURS EMERGENCY PHONE NUMBER:
1-800-283-3835, Option 2

FOR INVOICING QUESTIONS:

CONTACT: Libby Norris
PHONE: 1-800-255-6699, Ext. 2081
EMAIL: LNORRIS@MANSFIELDOIL.COM



**CONTRACT
COPY**

**Broward County Sheriff's Office
Proposal to Supply
Bulk Fuel Deliveries of Gasoline
And Fuel Card Services**

RFP #5-3-8-049

Presented by:

Josh Epperson, jepperson@mansfieldoil.com 678-450-2073

Opening: April 14, 2005 at 3:00 pm

PART 1
TECHNICAL PROPOSAL



April 13, 2005

Broward Sheriff's Office
Purchasing Division
2601 W. Broward Blvd.
Ft. Lauderdale, FL 33312

Part 1. Technical Proposal

A. Cover Letter

Mansfield Oil Company is pleased to provide this Proposal in response to Broward County Sheriff's Office's Fleet Services Division and The Southeast Florida Governmental Cooperative Purchasing Group's RFP to secure bulk gasoline delivery and fleet card services for its agencies.

Mansfield Oil Company of Gainesville, Inc. was established in 1957. The business is family owned and is licensed and operating in 48 states. Concentrating on retail operations and wholesale fuels initially, Mansfield has grown into a powerful fuel supply and service organization focusing on Fortune 500 commercial fuel users, state and local governments, as well as retail partners. Our mission is to be a leader in energy management by offering solutions and innovative ideas to our clients.

The Fuel Card portion of this proposal is responded to in partnership with Wright Express. Their credentials in response to this proposal are listed in Part 1, Section B.

Please review the enclosed proposal and feel free to **contact Josh Epperson at 1-800-234-3835 ext 2073 or 678-617-6975** to discuss any questions you may have.

Thank you for the opportunity to offer this proposal.

Sincerely,

**Mansfield Oil Company
1025 Airport Parkway SW
Gainesville, Georgia 30501**

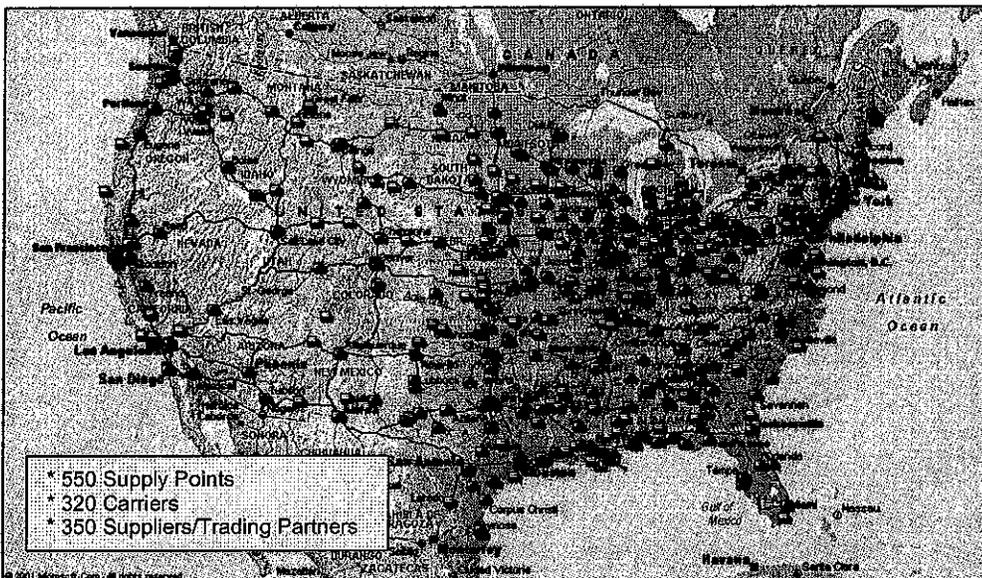
Josh Epperson
Vice President, Sales and Supply

B. Qualifications and Experience

Company History:

Mansfield Oil Company of Gainesville, Inc. is an established leader in the petroleum marketing, fuel supply, and convenience store industries. Founded in 1957 as a small fuel distributorship, over time, we've grown into a major fuel supplier. Mansfield delivers more than one billion gallons of fuel every year to clients throughout the continental United States

Mansfield is a major supplier of petroleum products and value-added services throughout the lower 48 states and Hawaii. We provide our customers with programs designed specifically to help them control their fuel related expenses, improve the information used to manage their fleets, and effectively manage their environmental liabilities.



Mansfield has been a supplier to governments, retailers and commercial/industrial end users for more than 40 years. We have continually earned the highest service rating for quality and responsiveness. We have expanded our capabilities to meet the broader fuel management needs of our customers. We have created a unique offering of fuel management services that include:

- Bulk Fuel Supply
- Contract Negotiation and Management for Supply and Transportation
- Universal Fleet/Fuel Cards (Voyager, Wright Express, Mastercard, Comdata, Fleetcor/Fuelman)**
- Tank Monitoring
- Fuel Inventory Management
- Environmental Compliance Management
- Dispersion & Vehicle Tracking through Computerized Data Collection at On-Site Facilities
- Dispatch and Consolidated Billing Services
- Fuel Facility Repair & Maintenance
- Construction Project Management
- Fuel Equipment Financing
- Compliance Training and Consulting
- Mobile Refueling
- Emergency Fueling Programs



With the development and acquisition of software systems, in addition to seasoned professionals experienced in environmental compliance and equipment, Mansfield is positioned as a leader in the management of fuel, vehicle tracking and environmental systems.

Mansfield is currently monitoring facilities throughout the United States for purposes of fuel and vehicle management. The services provided are complete asset/vehicle tracking and accounting, environmental compliance data capture, fuel inventory purchasing/management, equipment maintenance, construction project management and planning. The basis of our system is information management compiled from data retrieved electronically from fuel and vehicle dispersal equipment encompassing seven brands, ten models and thirty-four software versions.

Our experience of over forty-five years in the industry, financial strength, and qualifications with our Array of Fuel Management Services as provided in this Proposal, will not only allow The State of Florida to meet, but to exceed their financial goals and objectives.

Currently Mansfield Oil provides Universal Fleet Cards (WEX, Voyager and Comdata) and proprietary site cards to several state, county and commercial businesses.

For more information on Mansfield Oil Company, take the time to visit our website at <http://www.mansfieldoil.com/>

Wright Express

Wright Express Financial Services Corporation (WEX FSC), a Utah industrial bank. WEX FSC is a wholly owned subsidiary of Wright Express LLC (WEX LLC), a Delaware limited liability company and a subsidiary of Wright Express Holding Corporation, which is a subsidiary of Cendant Corporation. Collectively referred to herein as Wright Express. Their contact information is as follows:

Wright Express Financial Services Corporation
3995 South 700 East, Suite 450
Salt Lake City, Utah 84107
(888) 842-0075

Wright Express LLC
97 Darling Avenue
South Portland, Maine 04106
(800) 761-7181

Wright Express is a leading provider of payment processing and information management services to the U.S. commercial and government vehicle and fleet industry since 1983. We are committed to using our over twenty years of experience to provide the best commercial card programs and payment solutions to our customers.

Current Wright Express Fleet Customers

Wright Express currently provides statewide fleet programs for the following state governments:

Alabama	Michigan
Arkansas	Minnesota
Colorado	New Mexico
Georgia	North Carolina
Idaho	South Carolina
Illinois	Vermont
Iowa	Wyoming
Kansas	
Maine	

For more information regarding the Wright Express Fleet Fueling Charge Card, please visit their website at www.wrightexpress.com.

Following is a list of clients:

Virginia Department of Transportation
1401 E. Broad Street
Richmond, VA 23219
Contact: Brenda L. Williams
Phone: 804-786-2777
Fax: 804-225-4292
Approximate volume: 14.6 million per year
Bulk Fuel Supply, various locations
1998 to present

Metropolitan Area Transit Authority
2424 Piedmont Road
Atlanta, GA 30324
Darlene West
Phone: 404-848-5975
Fax: 404-848-4294
Approximate volume: 4 million yearly
Contract for bulk fuel delivery
1995 to 2005

State of South Carolina
1022 Senate Street
Columbia, SC 29201
Contact: Jeff McCormack
Phone: 803-737-1502
Fax: 803-737-1160
Approximate volume: 25 million per year
Contract for retail cards, bulk fuel delivery,
Consigned billing, environmental compliance,
Tank monitoring, and site maintenance
2003 to 2007

Louisiana Department of Forestry
P. O. Box 3481
Baton Rouge, LA 70821
Mary Randolph
Phone: 252-952-8146
email: 'mary_r@ldaf.state.la.us'
Approximate volume: 4 million yearly
Contract for fuel management
2002 to present

C: Personnel

Ordering: Jöel Kirby, 1-800-255-6699, Ext. 2077
Invoice questions: Libby Norris, 1-800-255-6699, Ext. 2081
Contract manager: Sandra Johnston: 1-800-255-6699, Ext. 2071
Government Sales Mgr: Michelle Shively, 1-800-255-6699, Ext. 2080
VP Sales & Supply: Josh Epperson, 1-800-255-6699, Ext. 2073

Project Team:

Employee	Position	Industry Tenure	Employers
Michael Mansfield, Sr.	CEO	22 years	Mansfield
Bob Clingan	COO	34 years	Mansfield, Citgo
Richard Pfersick	CFO	15 years	Mansfield
Mark Mixon	National Sales Manager	12 years	Mansfield
Josh Epperson	VP, Sales and Supply	15 years	Mansfield, BP Oil
Mike Davino	Credit Services	15 years	Mansfield, Transmontaigne & Dryefus
Gale Kreiter	VP, Supply & Transportation	33 years	Mansfield
Ralph Baldwin	VP, Operations	20 years	Mansfield (and I.T.)
John Boyd	VP, Shared Services	15 years	Mansfield
Paul Kohler	VP, Retail Sales	30 years	Mansfield, Unocal
Marla Bolles	Director, Environmental Services	10 years	Mansfield, Qwest
Melvin Hancock	Information Technology	30 years	Mansfield, Amoco
Michelle Shively	Government Sales Manager	12 years	Mansfield, BP Oil
Maria Land	Fuel Transactions	5 years	Mansfield

D. Service Alternatives and Exceptions

1. Contingency Plan of Action

Mansfield Oil Company has 500 supply points throughout the continental US. Specifically for Florida, where we currently maintain 57 unleaded supply points and 72 diesel supply points throughout Florida, Mansfield has found that the benefit of supplying out of multiple facilities throughout the state outweighs dedicated points of distribution due to inclement weather taking specific areas out of operation. Mansfield maintains supply agreements through all unbranded refiners and specific contracts for supply with Citgo, Motiva and Exxon. At this time, Mansfield has transportation agreements with 14 carrier companies within Florida, including tankwagons and mobile refuelers.

Our logistics management system will determine the lowest-cost routing for your affected sites, taking into consideration tank sizes and freight cost. Should a disaster cause interruption of normal fuel operations, Mansfield will supply tankwagon(s) to arrange and manage emergency mobile refueling. The cost of the fuel will be billed at the fuel supplier's invoice price (pass-through) plus an agreed markup. Should a disaster cause the surrounding terminals to go down, Mansfield will use our supply and carrier networks to ensure the State of Florida transport loads from the nearest unaffected terminal.

Mansfield has done this in several states during hurricanes and inclement weather through establishing staging areas in affected areas and utilizing state id's for fuel tracking. During inclement weather, specifically the most recent in Florida, Mansfield Oil was delivering fuel from as far away as Atlanta, Georgia, Savannah, Georgia and Mobile, Alabama.

PART 2
COST PROPOSAL

Part 2. Cost Proposal

Mansfield Oil Company is pleased to offer a bid to supply Regular Unleaded, Midgrade Unleaded and Premium Unleaded Gasoline to the Broward Sheriff's Office and other co-op agencies. Approximately 3000 cards will be furnished, including master and replacement cards, along with all necessary labor, hardware and software needed to implement the automated fuel system at the designated retail locations enclosed within this proposal.

The attached bid is subject to the following terms and conditions:

1. Agencies will be billed all non-exempt taxes.
2. Price will be based on the OPIS gross weekly published price for the Miami, FL terminal. Prices go into effect on Monday and are effective through the following Sunday.
3. Fuel Card Purchases: Monthly summaries for each vehicle will be available via the internet on a secured log-in where multiple transaction reporting and raw data feeds can be accessed by customer. All required fields are available for reviewing, printing or downloading. Requirements are Internet Explorer 5 or above, internet access, and Crystal Reports reader, which is a free download.
4. Fuel Card Purchases: Federal tax exemption will occur: (a) upon furnishing a certificate of exemption and (b) upon Level III data collection from the station. Currently, this is achieved 99.6% of the time, per Wright Express, the Universal Card provider.
5. The Wright Express card can be assigned to drivers or vehicles. We deactivate lost or stolen cards immediately upon notification. Management tools such as mileage reconciliation and controls over user access are some of the many benefits available from the odometer input feature. Controls may be set using the following parameters:
6.
 - Card level authorization controls
 - Ability to block merchant category codes (MCC's)
 - Set dollar limits per transaction
 - Set daily number of transaction limits (customized controls at the card level)
 - Fuel purchases only, achieved through exception reporting
7. **Please see Attachment 1 on Wright Express card usage**

Taxes

Federal Excise Tax exemption will occur: (a) upon furnishing a certificate of exemption and (b) upon Level III data collection from the retail station (fuel card purchases). Currently, this is achieved 99.6 percent of the time, per Wright Express, the Universal Card provider.

Mansfield Oil Company is a registered vendor through the IRS; therefore, Mansfield can exempt government agencies all applicable taxes on bulk fuel purchases. As an ultimate vendor, Mansfield can exempt Broward County and co-op agencies Federal Excise tax only on retail purchases. This rule will apply to all participating agencies as long as proper documents are supplied.



April 13, 2005

Attachment 1

Coverage

Over 1,000 available sites within the Wright Express network are available for Broward County, Florida. This information will be provided to the County electronically upon award. Drivers will be provided small guides to direct them to participation stations and use of the card. The Wright Express card can be used anywhere in Florida with over 5,000 participating stations.

Card Restrictions

Fuel grade limitations: The card will not control the grade of fuel purchased by the user. It will, if required, identify this as an exception and will report it via email the next day and through on-line reporting to the contract administrator.

Non-fuel purchases: This will show up as an exception as described above. The card will have "Fuel Purchases Only" stamped on the face of the card.

Account Options

The County will sign for cards assigned to the County for spare use. The County Contract administrator will be required to assign the card to a vehicle. A bank of PIN numbers will be established and maintained during contract term.

Account Accessibility

Online account accessibility is available by secured log-in on the internet with user/password restricted access. Reports, raw data, and card maintenance functions are all available by user restriction. Accounts can be set up via agency with separate billing as needed.

Billing

Mansfield will provide the County with electronic billing as required in established billing methods. Automated reporting and card maintenance functions are available as well.

Charges received by the County labeled "miscellaneous" will be flagged as exceptions. The card user can identify what was purchased. The County will be responsible for items purchased by County employees on the Wright Express card.

Implementation and Training

Implementation, account set-up, and user access will be established upon award. Mansfield will work closely with the County to ensure accurate billing, user interface and contractual requirements are met. Training is simple and directions will be provided to all vehicle/driver users.

DBE Participation

Through use of the Wright Express Universal card, DBE participating stations will be identified and purchases made at those stations can be utilized for DBE utilization reporting.

GROUP I GASOLINE – TANKWAGON DELIVERIES, ITEM(S) 1-3

No.	<u>Commodity code</u>	OPIS Price (1) (A) (B)	Firm Mark-up/Discount Per gallon (1) (A) (B)	Net Price Per gallon	<u>Estimated Quantities</u>	Estimated total Price.
1.	405159207000 Regular Unleaded	1.3134 +/- circle one.	\$ 0.10 =	\$1.4134	x 448,511 gal =	\$ 633,925.45
2.	405159208000 Midrange Unleaded	1.3516 +/- circle one.	\$ 0.10 =	\$1.4516	x 95,290 gal =	\$ 138,322.96
3.	405159209000 Premium Unleaded	1.4158 +/- circle one.	\$ 0.10 =	\$1.5158	x 86,671 gal =	\$ 131,375.90
					TOTAL GROUP I ITEMS 1 – 3	\$ 903,624.31

STATE BRAND YOU ARE OFFERING:

BRAND: Unbranded/various REFINERY: various

NOTE: (1) REFER TO "SPECIFICATIONS AND REQUIREMENTS FOR GASOLINE PRODUCTS" PARAGRAPH 5. PRICING AND 9. OPIS REQUIREMENTS.

- (A) OPIS PRICE AS OF 2/21/2005, USED FOR BID EVALUATION PURPOSES ONLY.
- (B) CALCULATE DISCOUNT OR MARKUP TO THE FOURTH DECIMAL.
- (C) DISCOUNT/MARKUP TO REMAIN FIRM DURING CONTRACT PERIOD(S).

GROUP II GASOLINE – TRANSPORT DELIVERIES, ITEM(S) 4-6

No.	<u>Commodity code</u>	<u>OPIS Price (1) (A) (B)</u>	<u>Firm Mark-up/Discount Per gallon (1) (A) (B)</u>	<u>Net Price Per gallon</u>	<u>Estimated Quantities</u>	<u>Estimated total Price.</u>
4.	405159207800 Regular Unleaded	1.3134 +/- circle one.	\$ - .0043 =	\$1.3091	x 6,379,994 gal =	\$ 8,352,050.15
5.	405159208800 Midrange Unleaded	1.3516 +/- circle one.	\$ - .01 =	\$1.3416	x 1,117,144 gal =	\$ 1,498,760.39
6.	405159209800 Premium Unleaded	1.4158 +/- circle one.	\$ - .0175 =	\$1.3983	x 334,006 gal =	\$ 467,040.59
					TOTAL GROUP II ITEMS 4 – 6	\$ 10,317,851.13

STATE BRAND YOU ARE OFFERING:

BRAND: Unbranded/various REFINERY: Various

NOTE: (1) REFER TO "SPECIFICATIONS AND REQUIREMENTS FOR GASOLINE PRODUCTS" PARAGRAPH 5. PRICING AND 9. OPIS REQUIREMENTS.

(D) OPIS PRICE AS OF 2/21/2005, USED FOR BID EVALUATION PURPOSES ONLY.

(E) CALCULATE DISCOUNT OR MARKUP TO THE FOURTH DECIMAL.

DISCOUNT/MARKUP TO REMAIN FIRM DURING CONTRACT PERIOD(S).

NOTE: YOUR BID SUBMITTAL MUST INCLUDE TECHNICAL SPECIFICATIONS FOR THE ITEM (S) BID.

GASOLINE - RETAIL PURCHASES

CARD

~~GROUP I GASOLINE TANK WAGON DELIVERIES ITEMS 1-3~~

No.	Commodity code	OPIS Price (1) (A) (B)	Firm Mark-up/Discount Per gallon (1) (A) (B)	Net Price Per gallon	Estimated Quantities	Estimated total Price.
1.	405159207000 Regular Unleaded	1.3134 +/- circle one.	\$ 0.2563 <i>OPIS of 15</i>	\$1.5697	Unknown x 448,511 gal =	\$ N/A
2.	405159208000 Midrange Unleaded	1.3516 +/- circle one.	\$ 0.2988	\$1.6504	Unknown x 95,290 gal =	\$ N/A
3.	405159209000 Premium Unleaded	1.4158 +/- circle one.	\$ 0.3688	\$1.7846	Unknown x 86,671 gal =	\$ N/A
					TOTAL GROUP I ITEMS 1-3	\$ N/A

STATE BRAND YOU ARE OFFERING:

BRAND: Various REFINERY: Various

1,000+ locations in Broward County

NOTE: (1) REFER TO "SPECIFICATIONS AND REQUIREMENTS FOR GASOLINE PRODUCTS" PARAGRAPH 5. PRICING AND 9. OPIS REQUIREMENTS.

(A) OPIS PRICE AS OF 2/21/2005, USED FOR BID EVALUATION PURPOSES ONLY.

(B) CALCULATE DISCOUNT OR MARKUP TO THE FOURTH DECIMAL.

(C) DISCOUNT/MARKUP TO REMAIN FIRM DURING CONTRACT PERIOD(S).

*****ALTERNATE PRICING FOR RETAIL PURCHASES*****

SECTION I - SPECIAL CONDITIONS

1. **Scope:** Proposals are hereby invited to establish firm-fixed mark-up or discount for the purchase of Gasoline Tankwagon and Transport deliveries according to the OPIS (Miami) index pricing in accordance with the General Conditions and other provisions of this RFP. Also, this solicitation intends to establish a fee schedule for the use of fuel credit cards.
2. **Term of the Contract:** It is anticipated that the initial term of any resultant agreement will be for three years from the date of award with two additional one (1) year renewal options. Renewal of the contract for two (2) additional one year periods will be based on performance, availability of funding, and as is in the best interest of the Broward County Sheriff's Office and the Southeast Florida Governmental Co-operative Group. During the term of this contract and any renewal periods, BSO reserves the right to terminate the contract and award the contract to the next highest ranked proposer. This contract is not an exclusive contract. The estimated quantities under this contract cannot be guaranteed and will be contingent upon availability of funding. All terms and conditions shall remain fixed for the initial period of the contract and for any renewal periods.
3. **Basis of Award:** Award will be made to the highest ranked proposer and in the best interest of BSO. **BSO reserves the right to issue a single award for all three groups, or to split the award by each group, whichever is determined to be in its best interest.**
4. **Delivery and Acceptance:** Delivery is FOB destination and shall be computed in calendar days from the issuance date of Purchase Order or order release. State on the Proposal Sheet the number of calendar days required to make delivery.

DELIVERY SITES: REFER TO "LOCATION OF STORAGE FACILITIES" TABLE.
5. **Pricing:** Proposals can not be withdrawn for 120 days, and shall include all costs associated with the requirements as outlined in this RFP. Also see Section IV. No. 5.
6. **Pre-Bid Conference:** Not applicable to this procurement.

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INFORMATION LETTER NO. 1

PURCHASING BUREAU

RFP # 5-3-8-049

Gasoline Tankwagon & Transport Deliveries

DATE: March 31, 2005

To all interested vendors:

Please make sure that you follow the instructions for submission of your proposals, as outlined on Section IV Paragraph II. You **must** submit Ten (10) proposal packages (binders, folders...) with the information requested separated into the two parts: 1. Technical proposal, and 2. Cost proposal.

KEN JENNE
SHERIFF
BROWARD COUNTY
P.O. BOX 9507
FT. LAUDERDALE, FLORIDA 33310

ADDENDUM No. 1

"REQUEST FOR PROPOSAL # 5-3-8-049"
GASOLINE TANKWAGON & TRANSPORT DELIVERIES

Note: This form must be acknowledged by signature below and returned with your Proposal.

This addendum revises the following sections of the solicitation documents:

Section I – SPECIAL CONDITIONS

To revise paragraph 3. Basis of Award.

Replace the following page associated with the above

Remove page 8

Replace with Page 8AD-1

The following additional information is provided in response to questions received from potential bidders:

Q: "Are you presently using a credit card system? If so, what company is furnishing the cards and what is your annual spending and annual gallons purchased on the cards?"

A: Broward Sheriff's Office, spends an average of \$2,477,356.00 on credit card fuel purchases per year, with an average of 1,344,674 gallons per year.

Q: "Is the fuel Card Service (Group) part of the bid a requirement to be considered for award?"

A: No, you can be considered for award on the other two groups, transport and tankwagon deliveries, without the fuel credit card part. See above Addendum No. 1

Q: "How will the bid be awarded, Tankwagon deliveries, Transport truck deliveries, credit card, or all three together?"

A: See Addendum No. 1, above. (Replacement page down below)

Q: Regarding the estimated Agency Requirements for RFP # 5-3-8-049, What time periods are the amounts for (monthly, yearly, 3 year usages)?"

A: The estimated amounts are **yearly** requirements.

Q: "I'm trying to find out how often deliveries need to be made to each location (ie: once per week or one day per month).

A: Delivery frequently depends on the requirements and tank capacity of each Agency. They can vary from almost daily to once a week...

Q: "Are you able to tell us (what) Fleet Fuel Card companies you have sent the RFP to?"

A: We will be able to disclose the list of companies that were notified right after the proposal opening. Additionally, because the proposal (Bid) is posted on the web site, we don't have a record of who downloads the solicitation.

Q: Will you consider using the daily OPIS report as opposed to the weekly OPIS report?

A: Not at this time, the majority of the agencies do not see the advantage of switching.

Date issued: April 7, 2005

Date received: 4/8/05

Received by: Mansfield Oil company of Gainesville, Inc.
(Company name)

Representative: 
(Name of company employee)

PLEASE ADD THE FOLLOWING PAGE TO THE ABOVE SECTION AND SUBMIT WITH YOUR PROPOSAL.



INFORMATION LETTER NO. 1

PURCHASING BUREAU

RFP # 5-3-8-049

Gasoline Tankwagon & Transport Deliveries

DATE: March 31, 2005

To all interested vendors:

Please make sure that you follow the instructions for submission of your proposals, as outlined on Section IV Paragraph II. You **must** submit Ten (10) proposal packages (binders, folders...) with the information requested separated into the two parts: 1. Technical proposal, and 2. Cost proposal.

**BROWARD COUNTY SHERIFF'S OFFICE
2601 W. BROWARD BLVD.
FT LAUDERDALE, FLORIDA 33312**



REQUEST FOR PROPOSAL

RFP # 5-3-8-049

FOR

GASOLINE TANKWAGON & TRANSPORT DELIVERIES

Issue Date: March 15, 2005



**REQUEST FOR PROPOSAL # 5-3-8-049
GASOLINE TANKWAGON & TRANSPORT DELIVERIES
FOR BROWARD COUNTY SHERIFF'S OFFICE & OTHER CO-OP AGENCIES AS
SPECIFIED.**

REQUEST FOR PROPOSAL

The Broward Sheriff's Office (BSO) will receive formal sealed proposals for "GASOLINE TANKWAGON & TRANSPORT DELIVERIES" until **3:00 p.m. on Thursday, April 14, 2005**. Copies of the Request For Proposal (RFP) may be obtained online from the following web site: www.sheriff.org/purchasing or from the Broward Sheriff's Office Purchasing Bureau, 2601 W. Broward Blvd., Suite 3595 (3rd floor) Ft. Lauderdale, FL. 33312 (954) 831-8170.

Proposals will be opened at the Broward Sheriff's Office, 2601 W. Broward Blvd., Ft. Lauderdale, FL at the date and time indicated above.

The initial term of any resultant agreement will be for three (3) years from the date of award with two (2) additional one (1) year renewal options. Renewal options will be based upon performance, availability of funding, and in the best interest of the Broward County Sheriff's Office, and participating members of the Southeast Florida Governmental Purchasing Co-operative Group.

Proposals received after the deadline noted above will not be accepted. BSO reserves the right to postpone, to accept, or reject any and all bids in whole or in part. All bids must remain in effect for one-hundred and twenty (120) days from the date of Bid opening.

**RICK TORRES, CPPB
PURCHASING AGENT II**

" GASOLINE TANKWAGON & TRANSPORT DELIVERIES "

Request For Proposal # 5-3-8-049

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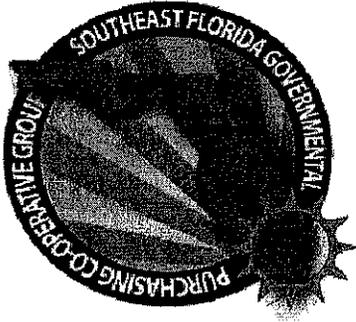
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TO OUR PROSPECTIVE CONTRACTORS:

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

For the past several years, approximately twenty-six (26) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

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

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

Broward Sheriff's Office
Purchasing Bureau
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

Request For Proposal # 5-3-8-049

"GASOLINE TANKWAGON & TRANSPORT DELIVERIES "

Pursuant to the Broward Sheriff's Office Procurement Code, the Broward Sheriff's Office invites qualified firms to submit sealed Proposals to provide "GASOLINE TANKWAGON & TRANSPORT DELIVERIES". **Proposals will be received until 3:00 PM, on Thursday, April 14th, 2005 in the Purchasing Division at 2601 W. Broward Blvd., Suite 3595 (3rd Floor), Public Safety Building, Ft. Lauderdale, Florida 33312.** These proposals will be publicly opened in the presence of BSO officials at the above time and date. Bid openings are open to the public. All bidders and/or their representatives are invited to be present.

It shall be the sole responsibility of the Bidder to have their bid delivered to the Purchasing Division for receipt on or before the above stated time and date. If a bid is sent by U.S. Mail, the Bidder shall be responsible for its timely delivery to the Purchasing Division. **Late proposals shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Bidder's request and expense.**

BSO reserves the right to postpone, to accept or reject any and all proposals in whole or in part, to waive irregularities and technicalities, and to request re-bids. BSO also reserves the right to award the contract on such item(s) that BSO deems will best serve its interests. All proposals must remain in effect for one hundred and twenty (120) days from the date of Bid opening. Bidders are cautioned to examine all terms, conditions, specifications, addenda, delivery instructions and other conditions pertaining to the Request For Proposals (RFP). Failure of the Bidder to examine all pertinent documents shall not entitle bidder to any relief from the conditions imposed in the RFP.

Once opened, the proposals will be tabulated, evaluated, and presented to the appropriate BSO officials for award. BSO, in its sole discretion, reserves the right to accept or reject any or all proposals for any reason whatsoever. BSO further reserves the right to waive irregularities and technicalities and/or to request resubmission. There is no obligation on the part of BSO to award the bid to the lowest bidder, or any bidder. BSO reserves the right to make the award to a responsible bidder submitting a responsive proposal most advantageous and in the best interest of BSO. BSO and the Southeast Florida Governmental Co-operative Group shall be the sole judge of the proposals and their decision shall be final. Bidders who wish to receive a copy of the bid tabulation should request it by enclosing a stamped, self-addressed envelope with their proposal, or may download it by visiting our website www.sheriff.org/purchasing/solicitations approximately three (3) business days after the date of the bid opening. Bid results will not be given out by telephone, fax or e-mail transmission.

There are four (4) sections in this RFP: Special Conditions, General Conditions, Proposal Specifications & General Requirements, and Proposal Pricing Form and Acknowledgements. The

following documents are attached to this RFP: Attachment "B" Drug Free Workplace Certificate, Attachment "C" Statement of "No Bid" Form, as well as Estimated Agency Requirements,(1 page), List of Agency Contacts (2 pages) and Location of Storage Facilities-Tank capacity (3 pages).

Please read all sections thoroughly. Complete the RFP in accordance with the instructions. Failure to do so may result in the rejection of your proposal.
Successful bidder is referred to as CONTRACTOR throughout this RFP.

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SECTION I - SPECIAL CONDITIONS

1. **Scope:** Proposals are hereby invited to establish firm-fixed mark-up or discount for the purchase of Gasoline Tankwagon and Transport deliveries according to the OPIS (Miami) index pricing in accordance with the General Conditions and other provisions of this RFP. Also, this solicitation intends to establish a fee schedule for the use of fuel credit cards.
2. **Term of the Contract:** It is anticipated that the initial term of any resultant agreement will be for three years from the date of award with two additional one (1) year renewal options. Renewal of the contract for two (2) additional one year periods will be based on performance, availability of funding, and as is in the best interest of the Broward County Sheriff's Office and the Southeast Florida Governmental Co-operative Group. During the term of this contract and any renewal periods, BSO reserves the right to terminate the contract and award the contract to the next highest ranked proposer. This contract is not an exclusive contract. The estimated quantities under this contract cannot be guaranteed and will be contingent upon availability of funding. All terms and conditions shall remain fixed for the initial period of the contract and for any renewal periods.
3. **Basis of Award:** Award will be made to the highest ranked proposer and in the best interest of BSO.
4. **Delivery and Acceptance:** Delivery is FOB destination and shall be computed in calendar days from the issuance date of Purchase Order or order release. State on the Proposal Sheet the number of calendar days required to make delivery.

DELIVERY SITES: REFER TO "LOCATION OF STORAGE FACILITIES" TABLE.
5. **Pricing:** Proposals can not be withdrawn for 120 days, and shall include all costs associated with the requirements as outlined in this RFP. Also see Section IV. No. 5.
6. **Pre-Bid Conference:** Not applicable to this procurement.

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SECTION I – SPECIAL CONDITIONS, CONTINUATION:

7.

Insurance:

- 7.1. Throughout the term of this agreement and for all applicable statutes of limitation periods, contractor shall maintain in full force and effect the insurance coverage set forth in this article. **NOTE: Additional insurance requirements may be requested by BSO's Risk Management and if so will be incorporated into the terms and conditions of the subsequent agreement with the successful proposer. Other insurance requirements may also apply to any other participating agencies on request of said agency, and shall be mandatory to be supplied to those agencies.**
- 7.2. All Insurance Policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Broward County, Florida, and (c) have a best's rating of A-VI or better.
- 7.3. All Insurance Policies shall name and endorse the following as additional insureds: The Broward Sheriff's Office, the Sheriff, Broward County, The Board of Commissioners of Broward County, and their officers, agents, employees and commission members with a CG026 Additional Insured -- Designated Person or Organization endorsement, or similar endorsement to the liability policies.
- 7.4. All Insurance Policies shall be endorsed to provide that (a) Contractor's Insurance is primary to any other Insurance available to the additional insureds with respect to claims covered under the policy and (b) Contractor's insurance applies separately to each insured against who claims are made or suit is brought and that the inclusion of more than one insured shall not operate to increase the insurer's limit of liability. Self-insurance shall not be acceptable for this project.
- 7.5. If the Contractor fails to submit the required insurance certificate in the manner prescribed with the executed agreement submitted to BSO and if not submitted with the executed agreement in no event to exceed three (3) calendar days after request to submit certificate of insurance, the Successful Bidder shall be in default, and the contract shall be rescinded. Under such circumstances, the Bidder may be prohibited from submitting future bids to BSO.
- 7.6. Contractor shall carry the following minimum types of Insurance:
- A. **WORKER'S COMPENSATION:** Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Contractor shall carry Worker's Compensation Insurance with the statutory limits, which shall include employer's liability insurance with a limit of not less than \$500,000 for each accident, \$500,000 for each disease. Policy (ies) must be endorsed with waiver of subrogation against BSO and Broward County.
- B. **BUSINESS AUTOMOBILE LIABILITY INSURANCE:** Contractor shall carry business automobile liability insurance with minimum limits of one million (\$1,000,000) dollars per occurrence, combined single limits bodily injury liability and property damage. The policy must be no more restrictive than the latest edition of the business automobile liability policy without

restrictive endorsements, as filed by the Insurance Services office, and must include owned vehicles and hired and non-owned vehicles.

C. COMMERCIAL GENERAL LIABILITY: Contractor shall carry Commercial General Liability Insurance with limits of not less than two million (\$2,000,000) dollars per occurrence combined single limit for bodily injury and property damage. The insurance policy must include coverage that is no more restrictive than the latest edition of the commercial general liability policy, without restrictive endorsements as filed by the Insurance Service Office, and the policy must include coverage for premises and/or operations, independent contractors, products and/or completed operations for contracts, contractual liability, broad form contractual coverage, broad form property damage, products, completed operations, and personal injury. Personal injury coverage shall include coverage that has the employee and contractual exclusions removed.

7.7. Contractor shall provide Sheriff's Director of Risk Management and Sheriff's Contract Manager with a copy of this certificate of Insurance or endorsements evidencing the types of Insurance and coverage required by this article prior to beginning the performance of work under this agreement and, at any time thereafter, upon request by BSO.

7.8. Contractor's Insurance Policies shall be endorsed to provide Sheriff with at least sixty-(60) calendar days prior written notice of cancellation, non-renewal, restrictions, or reduction in coverage or limits. Notice shall be sent to:

Broward Sheriff's Office

Attn: Contract Manager

2601 W. Broward Blvd.

Ft. Lauderdale, Florida 33312

AND

Broward Sheriff's Office

Attn: Director, Risk Management

2601 W. Broward Blvd.

Ft. Lauderdale, Florida 33312

7.9. If Contractor's Insurance policy is a claims made policy, then Contractor shall maintain such Insurance Coverage for a period of five years after the expiration or termination of the agreement or any extensions or renewals of the agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

7.10. In any of Contractor's Insurance policies includes a general aggregate limit and provides that claims investigation or legal defense costs are included in the general aggregate limit, the general aggregate limit that is required shall be no more than five (5) times the occurrence limits specified above in this article.

7.11. The Contractor shall not commence operations, and/or labor to complete this project, pursuant to the terms of this agreement until certification or proof of insurance issued directly by the insurance company underwriting department, detailing terms and provisions of coverage, has been received and approved by the BSO Director of Risk Management.

7.12. The provisions of this article shall survive the expiration or termination of this agreement.

8. Terms: The terms Bid and Proposal, may be used interchangeably throughout this Solicitation.

9. **Selection Process:** A committee selected by BSO will perform evaluation of the proposals using the evaluation criteria. The Evaluation Committee will conduct a preliminary evaluation of all proposals on the basis of the information provided in the Technical part. Then the Cost proposal part will be tabulated and a short list will be developed consisting of the firms receiving the highest point ratings. The committee may conduct discussions with Proposers in the short list for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. During discussions, there shall be no disclosure of any information derived from Proposal submitted by a competing Proposer. These firms may be invited to do an oral presentation before the committee. However, BSO may opt to waive the oral presentations if, in its sole judgment, it has determined that it is in its best interest.

General Selection Criteria

The Evaluation Committee when grading responses to this RFP will consider the following:

1. Qualifications and experience, necessary for the satisfactory performance of supplying fuel, and/ or Fuel Credit Cards as described in the Scope of Services.
Qualification and experience of key personnel employed by Proposer.
Past and current performance of the Proposer's team described above, including experience, years in business, quality of service, and compliance with delivery time. References will be checked.
The quality and comprehensiveness of the approach to providing required services as outlined in the Scope of Services.
2. Completeness and responsiveness of the proposal in terms of compliance with the overall goals and objectives of BSO and the Co-Op for the provision of services including, but not limited to, the ability to meet BSO and the Co-Op's requirements, overall cost reduction, and overall service improvement.
3. Financial Stability of the Proposer.
4. Legal actions for the past three years. (see Section IV. Paragraphs 4 Pending Litigation, and paragraph 5 Debarments).
5. Compliance with applicable Laws, Ordinances, and Status.
6. Cost Proposal Pricing.

EVALUATION CRITERIA MATRIX

ITEM	DESCRIPTION	WEIGHT
1.	Completeness of Request For Proposal. Including applicable licenses.	Satisfactory or Unsatisfactory
2.	Mandatory Financial capacity requirements. This factor will be analyzed on the basis of the Proposer's documentation of its financial capacity to undertake the project. Proposers should submit a copy of recent DUN & Bradstreet Report, and most recent annual report. An unsatisfactory rating, based solely on the discretion of BSO, will be cause for rejection of the proposal.	Satisfactory or Unsatisfactory
3.	Technical Responsiveness. Company profile / experience / staffing / references. Measured in terms of current and past performance in providing directly related services of equal magnitude & complexity. Description of services to be provided, completeness of program proposal as outlined in the Scope of Services, and the Proposer's understanding of the need for quality and efficiency. PROPOSER'S PLAN OF ACTION WILL BE A MAJOR CONSIDERATION IN SCORING FOR THIS SECTION.	45
4.	Price Evaluation. Measure as it relates to the services to be provided by the Proposer. Ability to address all requirements while maintaining competitive fees.	35
5.	Program Capability. Measure in terms of Proposer's ability to meet BSO's objectives as described throughout the Request For Proposal.	20
	TOTAL POINTS:	100

*** END OF SECTION I ***

SECTION II - GENERAL CONDITIONS

1. **Submission and Receipt of Proposals:**
 - 1.1 Bidders should use the "BID" Form furnished herein.
 - 1.2 Bids having any erasures or corrections should be initialed by the bidder in ink. Bid should be typewritten or filled in with pen and ink. Manual signature must be in ink. Bids shall clearly indicate the legal name, address and telephone number of the Bidder, together with legal entity (corporation, partnership, individual). Bids shall be signed and bear the signature in longhand of the person authorized to bind the Bidder above the typed or printed name and title of the signer. Payment will be made to company name shown only. It is the sole responsibility of the Bidder to ensure that the bid arrives on time at the right place. All expenses relevant to preparation and submittal of bids are to be borne by the Bidder. Failure to comply with these instructions shall result in rejection of your bid.
 - 1.3 Proposals must be returned in a sealed envelope (with the correct postage affixed, if the proposal is mailed) and should show the following information:
 - 1.3.1 Your return mailing address in the upper left-hand corner.
 - 1.3.2 RFP Number & Title on the outside of your sealed bid envelope.
 - 1.3.3 Proposals that are lost, misrouted, or otherwise fail to be received by the Purchasing Division due to vendor's failure to properly label the envelope shall not be accepted.
 - 1.3.4 **If hand delivering your proposal, bidders are cautioned to allow sufficient time prior to the bid opening time to access the Public Safety Complex. Delays may be experienced in obtaining access to the building as a result of enhanced security monitoring of persons entering the complex.**
 - 1.4 When submitting your bid, use one of the following addresses, as appropriate:

BY U.S. MAIL Broward Sheriff's Office Purchasing Division PO Box 9507 Ft. Lauderdale, FL 33310	BY COURIER OR HAND DELIVERY Broward Sheriff's Office Purchasing Division 2601 W. Broward Blvd. Ft. Lauderdale, FL 33312
---	--
 - 1.5 Late proposals will not be accepted and will be returned unopened.
 - 1.6 **Multiple Submissions:** Only one response to the RFP from any one firm will be considered. In the event of multiple submissions, the firm will be asked to identify which submission should be analyzed. In no event will the Broward Sheriff's Office consider multiple submissions from the same firm.
 - 1.7 **Disclosure and Disclaimer:** Any recipient of this RFP who responds hereto, fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof.
 - 1.7.1 All costs incurred by the Bidder in preparing and responding to this RFP shall be the sole responsibility of the Bidder. The Broward Sheriff's Office assumes no responsibility or liability for costs incurred in the preparation or submission of any bid. All expenses in preparing any re-submittals shall be the sole responsibility of the Bidder.

1.7.2 The Broward Sheriff's Office or its representatives do not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP.

1.7.3 The Broward Sheriff's Office reserves the right to waive or modify any irregularities and technicalities in bids received; to request additional information, to exercise its discretion and apply its judgment, at its discretion, request re-submittal of a proposal.

2. **Completion of Bid Forms:** Bidder is to fill in all of the blank spaces on the bid form(s), and return all numbered pages, together with any attachments. Bidder must indicate by signing the acknowledgement page that bidder has read and understands the provisions contained in this RFP. Failure to comply with these instructions shall result in rejection of your proposal.
3. **Signature Required:** All bids must show the company name and be signed in ink by a company officer or employee who has the authority to bind the company or firm by their signature. Unsigned bids will be rejected. All manual signatures must be original to be considered valid - no rubber stamp, photocopy, etc. (Payment will be made to company name shown only.)
4. **Bid Withdrawal:** Bidder certifies that prices, terms, and conditions in the RFP will be irrevocable for a period of one-hundred and twenty (120) days from the date of bid opening unless otherwise required in the RFP. Proposals may not be withdrawn before the expiration of ninety (90) days. Proposals may be withdrawn after ninety (90) days only upon written notification to the BSO Purchasing Bureau. If there is an error in extensions, unit prices will prevail.
5. **Signed Bid Considered an Offer:** This signed bid is considered an offer on the part of the bidder, which offer shall be considered accepted upon approval by appropriate authorities of BSO. BSO will issue a purchase order or a letter of authorization to the successful bidder, as authorization of award subject to requirements of detailed specifications and those conditions contained herein.
6. **Default Provisions:** In the event of default by the bidder, BSO reserves the right to procure the item(s) bid from other sources and hold the bidder responsible for excess costs incurred as a result. A contractor who defaults on a BSO contract may be debarred from doing business with BSO for a period of thirty-six (36) months from the date of default.
7. **Proprietary (Copyrights and Patent Rights):** Bidder warrants that there has been no violation of proprietary rights (**including but not limited to trade secrets, copyrights or patent rights**) in manufacturing, producing, and/or selling the item(s) ordered or shipped as a result of this bid; and successful bidder agrees to indemnify and hold harmless BSO, its employees, agents, or servants, Broward County, Broward County Board of Commissioners, its employees, agents, or servants against any and all liability, loss, or expense resulting from any such violation.
8. **Laws and Regulations:** Bidder agrees to abide by all applicable Federal, State, County, and local rules, regulations, ordinances and codes.

9. **Taxes:** All taxes -- federal, state and local, relating to the Contractor's work under its agreement with the Broward Sheriff's Office and, similarly, all costs for licenses, permits, or certifications shall be paid by the Contractor.
10. **Conflict of Instructions:** If a conflict exists between the General Conditions and Instructions contained herein, and the specific conditions and instructions contained herein, the specific shall govern.
11. **Specifications and Requirements:** The specifications, requirements and services to be provided are stated in Section III. Bidders requiring additional information regarding any of the bid terms, conditions or administrative requirements should send a fax to Rick Torres at (954) 765-4006 or send an e-mail to rick_torres@sheriff.org. No change(s) and no interpretations(s) shall be considered binding unless provided to all bidders in writing in the form of an Addenda or Information Letter.
12. **Exceptions to Specifications:** For purposes of evaluation, bidder must indicate any exception to the specifications, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the bidder that are required to be signed by BSO. If exceptions are not stated by the bidder, in his/her proposal it will be understood that the item(s)/services fully comply with the specifications, terms, and/or conditions stated in this bid. Exceptions are to be listed by the bidder on an attachment included with his/her bid. BSO will **NOT** determine exceptions based on a review of any attached sales or manufacturer's literature. The technical specifications contained in this RFP are not to be considered of a proprietary nature. These specifications represent a level of quality, features, and functionality that are desired by BSO.
13. **Anti-Collusion Statement:** By submitting this bid, the bidder affirms that this bid is without previous understanding, agreement, or connection with any person, business or corporation submitting a bid for the same services, materials, supplies, or equipment, and that this bid is in all respect fair, and without collusion or fraud.
14. **Indemnification:** Contractor shall, at all times hereafter, indemnify, hold harmless and, at the option of BSO counsel, defend or pay for an attorney selected by BSO counsel to defend BSO, the Sheriff, Broward County, the Board of Commissioners of Broward County, and their officers, agents and employees of BSO and Broward County and Broward County commission members from and against any and all claims, suits, actions, demands, causes of actions of any kind or nature, including all costs, expenses and attorneys fees, arising out of the negligent or wrongful act or omission of Contractor, its officers, agents, employees, servants, independent contractors or subcontractors.

Contractor shall inform Sheriff in advance of planned actions and/or conduct related to Contractor's handling of any such action or claim. Sheriff shall inform Contractor of any known restrictions, defenses or limitations that may arise or exist by reason of BSO being a governmental entity.

Sheriff shall not be liable for and Bidder agrees to indemnify Sheriff against any liability resulting from injury or illness, of any kind whatsoever, to Bidder's employees, agents, representatives, designees, or servants during the performance of the services, duties, and responsibilities contemplated herein.

The above indemnification provisions shall survive the expiration or termination of this Agreement.

15. **Nondiscrimination**: CONTRACTOR shall not discriminate against any client, employee or applicant for employment because of race, age, color, religion, sex, national origin, physical or mental disability, marital status or medical status. CONTRACTOR shall take affirmative action to ensure that applicants, subcontractors, Independent Contractors, and employees are treated without discrimination in regard to their race, color, religion, sex, national origin, disability, or medical status. CONTRACTOR shall comply with all applicable sections of the Americans with Disabilities Act. The CONTRACTOR agrees that compliance with this Article constitutes a material condition to this Contract, and that it is binding upon the CONTRACTOR, its successors, transferees, and assignees for the period during which services are provided. The CONTRACTOR further assures that all subcontractors and Independent Contractors are not in violation of the terms of this Section.
16. **Sovereign Immunity**: Nothing in this Agreement is intended nor shall it be construed or interpreted to waive or modify the Sheriff's immunities and limitations on liability provided for in Florida Statutes section 768.28 as now worded or as may hereafter be amended.
17. **Confidentiality**: To the extent permitted by law, CONTRACTOR shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description. The parties stipulating that as between them, the aforementioned matters are important, material and confidential and gravely affect the effective and successful conduct of the business of SHERIFF, and its goodwill, and that any breach of the terms of this paragraph is a material breach of this Contract. CONTRACTOR acknowledges that a breach of this confidentiality will cause irreparable injury to SHERIFF that the remedy at law for any such violation or threatened violation will not be adequate and BSO shall be entitled to temporary and permanent injunctive relief.
18. **Severability**: In the event any provisions of this Contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Contract which shall remain in full force and effect and enforceable in accordance with its terms.
19. **Enforcement**: In the event either party incurs legal expenses or costs to enforce the terms of this Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees and costs.
20. **No Third Party Beneficiaries**: This Contract is for the benefit of the parties hereto, and is not entered into for the benefit of any other person or entity. Nothing in this Contract shall be deemed or construed to create or confer any benefit, right or cause of action for any third party or entity.
21. **Funding**: The obligation of BSO for payment to the bidder is limited to the availability of funds appropriated in a current fiscal period, and continuation of any contractual relationship into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
22. **Manner of Performance**: Bidder agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes.

Bidder agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Bidder agrees to furnish to BSO any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Bidder further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of bidder to comply with this paragraph shall constitute a material breach of this contract.

23. **Public Records:** The Broward Sheriff's Office is subject to Chapter 119, Florida Statutes, the "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response to the RFP will be honored unless a specific exemption from the Public Records Law exists and it is cited in the response to the RFP. An incorrectly claimed exemption does not disqualify the firm, only the exemption claimed.
24. **Agreement/Contract:** Any Agreement or contract resulting from the acceptance of a bid shall be on forms either supplied by or approved by BSO and shall contain, as a minimum, applicable provisions of this Request For Proposal. BSO reserves the right to reject any agreement, which does not conform to the RFP, and any BSO requirements for agreements and contracts. BSO reserves the right to modify, add or delete language in any agreement.
25. **Assignment:** No assignment of this contract or the rights and obligations hereunder by CONTRACTOR shall be valid without the express written consent of BSO, which may be given or withheld, in BSO'S sole discretion.
26. **Waiver or Breach:** It is agreed that no waiver or modification of the terms hereof or of any covenant, condition, or limitation contained in said terms shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the terms hereof, or the right or obligations of any party, unless such waiver or modification is in writing, and duly executed. The waiver by either party of a breach or violation of any provision of this Contract shall be construed as a modification of this Contract and shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Contract.
27. **Termination:** The Contract may be terminated upon the following events:
 - a) **Termination by Mutual Agreement.** In the event the parties mutually agree in writing, this Contract may be terminated on the terms and dates stipulated therein.
 - b) **Termination Without Cause.** Either party shall have the right to terminate this Contract without cause by providing the other party with thirty (30) calendar days written notice via certified mail, return receipt requested or via hand delivery with proof of delivery.
 - c) **Termination for Cause.** In the event of a material breach, either party may provide the other party with written notice of the material breach. The other party shall have thirty (30) days from the date of its receipt of such notification to cure such material breach. If the material breach is not cured within that time period, the non-breaching party may terminate this Contract immediately. Material breaches shall include but

are not limited to, violations of Governing Standards, state or federal laws, BSO's policies and procedures, or the terms and conditions of this Contract.

- d) Termination for Lack of Funds. In the event the funds to finance this Contract become unavailable or are not allocated by Broward County, or other funding source applicable, BSO may provide CONTRACTOR with thirty (30) days written notice of termination. Nothing in this Contract shall be deemed or construed to prevent the parties from negotiating a new Contract in this event.
- e) Immediate Termination by BSO. BSO, in his sole discretion, may terminate this contract immediately upon the occurrence of any of the following events:
 - i. CONTRACTOR's violation of the Public Records Act;
 - ii. The insolvency, bankruptcy or receivership of CONTRACTOR;
 - iii. CONTRACTOR's violation or non-compliance with NONDISCRIMINATION Section of this Bid; or
 - iv. CONTRACTOR fails to maintain insurance in accordance with the INSURANCE Section of this Bid.

Notwithstanding any other provisions of this Contract, the CONTRACTOR's duty to indemnify and defend BSO as set forth in this bid shall survive the termination or expiration of this Contract.

- 28. Drug Free Workplace Certification by Vendor: All bidders must complete the attached "Drug Free Workplace Certification by Vendor" form, and submit it with their bid. Failure to do so may result in rejection of your bid.
- 29. Public Entity Crimes: In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with BSO, may not be awarded or perform work as a CONTRACTOR, supplier, or subcontractors, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by CONTRACTOR shall result in termination of this Contract and may cause CONTRACTOR debarment.
- 30. Governing Procedures: This solicitation is governed by the applicable sections of the BSO Purchasing Procedures Manual. A copy of the manual is available for review at the BSO Purchasing Division.
- 31. Identical Tie Bids: In accordance with Section 287.087, State of Florida Statutes, preference shall be given to businesses with Drug-Free Workplace programs. Whenever two or more tie bids, which are equal with respect to price, quality, and service, are received for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a Drug-Free Workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug free workplace program.

32. **Requests for Additional Information or Clarification(s)**: Requests for additional information or clarification regarding this RFP must be received within five (5) calendar days prior to the bid/RFP opening date and should be directed, in writing, and e-mailed to rick_torres@sheriff.org , or via facsimile transmission to **(954) 765-4006**. No verbal requests for information or clarification will be honored. The person submitting the request shall be responsible for its timely delivery.
33. **Addenda/Information Letter**: At its sole discretion, BSO may answer such inquiries by means of a written Information Letter or an Addendum. In the event that an inquiry is made in which the explanation or clarification requires a substantial change to the specifications, a formal Addendum will be issued to all document holders. If any addenda are issued to this Request For Proposal, BSO will attempt to notify all known prospective Bidders, however, it shall be the responsibility of each Bidder, prior to submitting their bid, to contact the BSO Purchasing Bureau at (954) 831-8170 to determine if addenda were issued and to make such addenda a part of their bid. You can also find this addenda information in BSO's website www.sheriff.org under current solicitations.
34. **Addenda Acknowledgement**: The Bidder shall be required to acknowledge receipt of any formal addenda by signing the Addendum and including it with the RFP. Failure of a Bidder to include a signed formal addendum in its Proposal shall deem its Proposal non-responsive; provided, however, that BSO may waive this requirement if determined to be in its best interest. Explanations or clarifications, which do not require any revision to the specifications, will be issued in the form of an Information Letter. Information Letters do not require formal acknowledgment. The BSO shall not be responsible for oral information given by any BSO employee or other person. The issuance of a written Information Letter or an addendum is the only official method whereby interpretation, clarification or additional information can be given.
35. **Statement of "No Bid"**: If your firm chooses not to submit a proposal, please complete and return the attached "Statement of "No Bid" Form. Failure to respond by either submitting a bid or "No Bid" form after receiving three Solicitations may result in your firm being removed from our Vendor's List.

***** END OF SECTION II *****

SECTION III - BID PRICING FORM (SHEET) & ACKNOWLEDGEMENTS

1. **BIDDER ACKNOWLEDGEMENT:** Bidder by virtue of submitting this bid acknowledges that they have read, understands, accepts and will comply with all the terms, conditions and specifications of this RFP and any addenda issued. Bidders shall thoroughly examine and be familiar with these specifications. The failure or omission of any Bidder to review this document shall in no way relieve any Bidder of obligations with respect to this RFP. The submission of a bid and signature below shall be taken as evidence of acceptance of the terms and conditions of this RFP.

IMPORTANT!!! THIS PAGE MUST BE SIGNED FOR BID TO BE CONSIDERED, PER GENERAL CONDITIONS SECTION II, PARAGRAPH 3.

The undersigned Bidder does declare that no other persons other than the Bidder herein named has any interest in this bid or in the contract to be taken, and that it is made without any connection with any other person or persons making bid for the same article, and is in all respects fair and without collusion or fraud. The undersigned further declares that the specifications have been carefully examined and the Bidder is thoroughly familiar with its provisions and with the quality, type and grade of required materials. The undersigned further declares and proposes to furnish the articles called for within the specified time in this bid for the following price and guarantees that parts and services for the articles listed below are available within the State of Florida, to wit:

Mansfield Oil Co of Gainesville, Inc.
Legal Company Name


* Manual Signature of Company Officer

4/12/05
Date

GROUP III. FUEL CARD SERVICE.

The estimated number of cards to be issued is : 3,000 for Broward Sheriff's Office
Other Agencies interested in this program are: City of Lauderdale Lakes, School Board of Broward County,.

FEE SCHEDULE

Set-up Fee: 0.00
Monthly Card Charge: 0.00
Replacement Card: 0.00
Reproduction of reports: 0.00

Detail any additional charges not stated above: Overnight card delivery \$12.50

(Specify any fuel discounts if applicable and how taxes are collected and rebated)

NAME & ADDRESS OF COMPANY SUBMITTING BID:

Mansfield Oil Company of Gainesville, Inc.

1025 Airport Parkway, SW

Gainesville, Georgia 30501-6833

FEDERAL EMPLOYER IDENTIFICATION # OR SOCIAL SECURITY # 58-1091383

COMPANY TELEPHONE NUMBER: (800) 255-6699 FAX #: (678) 450-2271

TITLE OF SIGNER: VP, Sales & Supply E-MAIL ADDRESS: jepperson@mansfieldoil.com

SIGNER TELEPHONE NUMBER: (800) 234 3835 FAX #: (678) 450 2271

2. Acknowledgement of Addenda:

Number of Addenda Issued #1

3. **Conflict of Interest:** For purposes of determining any possible conflict of interest, all Bidders must disclose if any BSO employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) is also an owner, corporate officer, or employee of their business.

Indicate either "yes" (A BSO employee or family member is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes _____ Name(s) and Position(s) _____

No _____

4. **Pending Litigation:** Submit information on any pending litigation and any judgments and settlements of court cases that have occurred within the last three years.

None

5. **Debarments:** Submit any information on any debarments from doing business with a Governmental Agency that have occurred within the last three years.

None

6. **Payment Terms:** PAYMENT WILL BE MADE WITHIN THIRTY (30) DAYS OF RECEIPT OF ACCURATE INVOICE (SEE SECTION I). Advance payments will not be made.

****** END OF SECTION III ******

SECTION IV - SPECIFICATIONS & GENERAL REQUIREMENTS

- I: **Scope:** The Broward Sheriff's Office is actively seeking proposals from qualified bidders to provide "Petroleum Products: Gasoline Tankwagon & Transport deliveries" and/or fuel credit cards to be used by BSO's Fleet Services Division and The Southeast Florida Governmental Cooperative Purchasing Group (Co-op). (See attached list of participating agencies). **Fuel cards will be used for fuel ONLY at any fuel retail distributor or gas station.**

The intent of this solicitation is to establish firm fixed mark-up or discount for the purchase of Gasoline Tankwagon and Transport deliveries according to the OPIS index. Gasoline to be delivered on an incremental basis, as required. Also, this solicitation intends to establish a fee schedule for the use of fuel credit cards.

The quantities indicated on this Request For Proposal Bid, in Section III, are only estimates of annual usage. BSO makes no guarantee of actual quantities to be ordered, which may be more or less than the estimated quantities.

- II: **Format:** Submittals should be prepared on 8 1/2" x 11" letter size sheets. **You are required to submit Ten (10) proposal packages, at least one complete set of submittals must contain original signatures and be marked "Original".** Sections should be separated by labeled tabs or a page divider and organized in accordance with the submittal requirements described below.
- III: Part 1 (Technical Proposal) and Part 2 (Bidder Acknowledgement & Bid Pricing Form) should be submitted as two separately bound sections. Each part should contain separate, clearly labeled sections as described below.

Part 1. Technical Proposal.

- A. **Cover letter.** A cover letter signed by an authorized representative of the firm. The letter should present an overview of the Proposer's organization and will include the firm name, address, principal contact person for this proposal, phone number, and fax number. Firm's history and corporate affiliation.
- B. **Qualifications and Experience.** Qualifications and specialized experience of proposer for providing the type of services described in the Scope of services of this RFP.
1. State proposer's years of experience performing these types of services.
 2. List of customers comparable in nature to this RFP for which the Proposer has performed similar services within the last five years. The list will include the name and address of each client, client's contact person, telephone and fax numbers, e-mail address if available, the approximate volume provided, and a detailed description of the scope of services provided.
- C. **Personnel:** Identify the proposed contact persons and telephone numbers for ordering services, for invoicing questions, and other key (customer service) personnel that will be assigned to this account.
- D. **Service alternatives & exceptions.** Proposer shall submit a proposal which incorporates all of the specifications, terms, and conditions set forth in this RFP without exception. Additionally, proposer shall cover in detail the following topics:

1. **Contingency plan of action.** Firms are to describe here a **specific plan of action** to guaranteed product availability, and avoid any disruption of delivery services during any emergency situation (e.g. hurricanes). Explain here your storage and distribution logistics to include trucking to the delivery sites, and any contracts or formal agreements with fuel storage facilities, and distribution companies.

Part 2. Cost Proposal. Submit completed Section III – Proposal Pricing Form & Acknowledgements.

SPECIFICATIONS AND REQUIREMENTS FOR GASOLINE PRODUCTS

1. **DEFINITIONS:**

1.1 AGENCY

Any participating governmental purchasing authority within Broward or Miami Dade county (refer to attached list of agency contacts)

1.2 ASTM

ASTM standards information (215)299-5475 or 299-5584; or to order, ASTM Customer Services Department, 1916 Race Street, Philadelphia, PA 19103.

1.3 BIDDER

Any company submitting a bid to this request

1.4 CONTRACTOR

Bidder who is selected based on the best interest of BSO, and the other agencies (members) of the co-op

1.5 INTEGRATED

A company who primarily performs the functions of refining, transporting and marketing fuels as listed herein.

1.6 OPIS

Oil price information service, subscription information, (301) 961-8777, 4550 Montgomery Avenue, suite 700 N. Bethesda, Maryland 20814-3382

1.7 TANKWAGON

Maximum 5000 gallons in any one delivery.

1.8 TRANSPORT

Minimum load gasoline to any one location- approximately 5,001 gal.

2. **Locations and capacity:**

- 2.1 Summary table for each agency's estimated future annual requirements is listed in the attached list.
- 2.2 Location and capacity of each co-op agency tanks is listed in attached list
- 2.3 Agency names, contacts, and telephone numbers are listed in attached list

3. **Taxes:**

The agencies listed herein are municipalities and are exempt from federal gasoline (excise) road taxes and Florida sales tax.

Bids will be considered only from bidders who do not require the payment of these taxes.

Proposers for the fuel credit card portion of this RFP must indicate the process for exempting and/or collecting the taxes at the retailers or merchants fueling sites.

4. **Delivery:**

Unless otherwise requested at the time of order, deliveries will be within 24 hours after time of order. Deliveries should be made during normal working hours: 8:30 am to 5:00 pm, Monday through Friday, unless an alternate delivery date is specifically requested by the agency placing the order.

All transport truck deliveries will be temperature adjusted to 60 degrees Fahrenheit in accordance with the latest edition of the American Society for Testing Materials (ASTM) table 6b, volume II, petroleum measurement tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.

Tankwagon deliveries will be metered at the time of drop.

Agencies will accept fuel from trucks with sealed state approved and inspected meters. Trucks that have state of Florida department of agriculture and consumer services sealed, calibrated, and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

5. **Pricing:**

Prices quoted are to be f.o.b. delivered to locations, and are exclusive of all federal, state, and county excise taxes and fees. Any other applicable taxes and fees, shall be added at the time of invoice. See paragraph 3 above. **Taxes.**

Prices shall be based on the weekly average price for requested commodities as published in the oil price information service (OPIS). Pad 1 report, for Miami, Florida, plus a firm mark-up or discount.

The firm park-up or discount may include the vendor's profit, delivery costs and any other costs. The firm mark-up or discount shall not change during the initial term of the contract or any renewal periods. No other charges shall be added. Mark-up or discount must be expressed in dollars and/or cents per gallon.

Prices shall remain firm for one week intervals. Firm price intervals will begin at 12:01 am on Monday of each week the price will be based on the OPIS published price dated the preceding Thursday. This average will be calculated to the fourth decimal place.

Invoice pricing will be OPIS price (+/-) mark-up or discount, in effect on the date of delivery.

6. **Substitute or alternate method price adjustment:**

BSO reserves the right, based on its sole judgment, to substitute an alternate method for price adjustment if:

- A. An interruption in the OPIS publication is experienced, beyond existing scheduled holidays, or
- B. The listing of companies and their prices for Miami, Florida are interrupted, or modified to a degree which would require alteration of the computation formula to determine a fair average price, or
- C. The use of the average price computation based on the prices listed in OPIS becomes non-representative of the market in south Florida.

If it is determined by BSO to be in its best interest to substitute an alternate method of price adjustments, as specified above, the contractor(s) will be notified in writing twenty (20) days in advance of any change. The contractor(s) will then have ten (10) days from the date of this notification to accept or reject the proposed substitute and, provide notification in writing to BSO's Director of Purchasing of its decision. If rejected by the contractor(s) the contract may be cancelled in whole or part by BSO by giving sixty (60) days notice to the contractor(s).

7. **Invoicing:**

Each invoice shall reference the date of each applicable OPIS, and published OPIS average for that date. List, separately on invoice, each individual non-exempt tax or fee, and its amount that is added to the price.

In the event an agency miscalculates on the estimated gallons required for a transport delivery to any one location, deliveries of 6001 gallons and above will be invoiced at transport pricing. Deliveries of 6000 gallons or below will be invoiced at tankwagon pricing as listed at the time of bid.

8. **Ordering and payment:**

Each governmental agency which accepts bids submitted and vendor awarded the contract, will establish its own contract with the successful bidder(s); will issue its own purchase orders; will require separate billing, and will issue its own exemption certificates as required by the contractor.

BSO purchasing bureau will provide a copy of bidders list, and any other information submitted with the bids to all of the participating agencies.

It is understood and agreed that BSO is not a legally binding party to any contractual agreement made between any other agency and the contractor as a result of this bid.

9. **OPIS requirements:**

The successful contractor must provide, **to BSO only**, a subscription to OPIS publication, beginning with the pad 1 report of the edition and continuing throughout the contract period. The contractor(s) will be required to furnish subscriptions for any renewal period.

The last Monday prior to contract commencement date (in accordance with paragraph 2 of section I - special conditions) pad 1 report will be issued to establish the price of fuel for the first day of the contract period.

The mailing address for the subscription will be Broward Sheriff's Office / Purchasing Bureau, attention Rick Torres 2601 W. Broward Blvd., Ft Lauderdale, FL 33312. E-mail: rick_torres@sheriff.org

10. Audit:

Agencies reserve the right for their internal auditor or appropriate representative to review **only** those records pertaining to any contract awarded as a result of these documents and determine if these terms, conditions, and specifications of the contract are being followed and if prices charged comply with the bid / contract.

11. Protection property:

All existing structures, utilities, services, roads, trees and shrubbery, etc. Shall be protected against damage or interrupted services at all times by the contractor during the terms of this contract. The contractor shall be held responsible for repairing or replacing property to the satisfaction of the agency which is damaged by reason of the contractor's operation on the property.

12. Spillage:

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

13. Specifications:

Per latest edition of ASTM specifications d-439:

The **minimum** octane for regular unleaded gasoline shall be 87.0® + m/2 method.

The **minimum** octane for midrange unleaded gasoline shall be 89.0® + m2 method.

The **minimum** octane for premium unleaded gasoline shall be 92.0®+ m2 method.

The products requested in this invitation to bid must conform to the specifications of the state of Florida, and comply with all federal, state and local laws and regulations as applicable on date of delivery.

14. Priority deliveries:

Preference of deliveries shall be given to the Broward Sheriff's Office; other public safety agencies, and members of the CO-OP who are participating in this contract, in case of declared emergencies or natural disasters.

Bidders shall attach an emergency plan that ensures continued deliveries of these products in case of emergencies or when additional quantities may be required.

15. Specifications for fuel credit cards.

A credit line (limit) should be established with each individual Co-Op agency that elects to use this part of the RFP.

Cards are to be honored at any automated fueling facility which allows drivers to purchase fuel by presenting a Card to an unattended credit card reading machine. Cards will be used for fuel ONLY. Controls must be enabled to decline any attempted purchase other than fuel.

Detail reports will be provided to the using agencies, which will contain but not be limited to: information related to the use of the credit cards based upon transactions and information reported by retailers. Proposer shall explain each report that will be generated as a result of this contract. Reports will be produced and transmitted to the using agencies in electronic format, with a hard copy back-up.

A separate agreement/contract may be necessary, any such agreement will be executed by each individual using agency. This agreement should contain: Controls by both, issuing firm and using agency; billing and payment terms.

It should be understood that this portion of the RFP (fuel credit card) is requested as an option. BSO or any participating Co-Op agency shall not be obligated to utilize this option.

***** END OF SECTION IV *****

ESTIMATED AGENCY REQUIREMENTS

SUMMARY
(QUANTITIES ARE IN GALLONS)

<u>AGENCY</u>	<u>TANKWAGON</u>			<u>TRANSPORT</u>		
	<u>REGULAR</u>	<u>MIDRANGE</u>	<u>PREMIUM</u>	<u>REGULAR</u>	<u>MIDRANGE</u>	<u>PREMIUM</u>
Cooper City					40,000	
Lauderhill					213,264	
Deerfield Beach	16,700			90,646		
Coral Springs				324,000		
Coconut Creek				141,420		
Tamarac					89,236	
Sunrise	1,137	3,174			296,373	
Lauderdale Lakes	18,799			11,914		
Pompano Beach				92,180		
Ft. Lauderdale				960,453		
Broward School Board	26,500			463,900		
Broward Sheriff's Office				2,566,000		
Hollywood	8,632			555,320		
Pembroke Pines	319,733			210,487		
Margate					221,268	
Dania Beach		22,116				
Hallandale	15,000				142,000	
Town of Davie						334,006
Miramar				294,440		
Light House Pt.			32,909			
Parkland			53,762			
Wilton Manors	42,010					
City of Miami		70,000		210,000	115,000	
City of North Miami Beach				288,000		
Oakland Park				171,234		
TOTALS:	448,511	95,290	86,671	6,379,994	1,117,144	334,006

LIST OF AGENCY CONTACTS

ORGANIZATION NAME	CONTACT NAME	TELEPHONE # Area Code (954)
Sheriff's Office	Dave Mack	714-5207
Coconut Creek	Sheila McGann	973-6730
Community Collage	Basil Mitchell	761-7551
Cooper City	Kerri Anne Fisher	434-4300 Ext. 268
Coral Springs	Tim Planco	345-2235
Dania Beach	Dan Hansen	924-3744
Town of Davie	Herb Hyman	797-1016
Deerfield Beach	Jessica Gamble	480-4415
Fort Lauderdale	James Hemphill	828-5143
Hallandale	Andrea Lues	457-1332
Hollywood	Windol Green	921-3552
Lauderhill	Ruby Levy	730-3044
Lighthouse Point	Dave Heath	946-7386
Margate	Patricia Greenstein	972-6454
Miramar	Margaret Palomino	602-3052
North Lauderdale	Robert Boley	722-3790
Oakland Park	Maggie Turner	561-6105
Parkland	John Mattlin	753-5040
Pembroke Pines	Terri Burzo	437-1111

Pompano Beach	Leeta Hardin Mark Stevens / Fleet Mgr.	786-4098 786-4109
Broward School Board	George Toman	(754)321-0514
Sunrise	Marsha Peterson	572-2274
Tamarac	Steven Bermsderfer	718-1791
Wilton Manors	Linda Peterson	390-2141
City of Miami	Michael Rath	(305) 416-1921
City of North Miami Beach	Shannon Graham	(305)948-2976

LOCATION OF STORAGE FACILITIES

TANK CAPACITY

<u>AGENCY / CITY TANK LOCATIONS</u>	<u>UNLEADED GASOLINE REGULAR</u>	<u>UNLEADED GASOLINE MIDRANGE</u>	<u>UNLEADED GASOLINE PREMIUM</u>
Coconut Creek 4800 West Copans Road	12,000		
Cooper City 11551 SW 49 Street			12,000
Coral Springs 4181 NW 121 Avenue 2801 Coral Springs Drive	10,000 10,000		
Dania Beach 1201 Stirling Road			4,000
Davie 6911 SW 45 Street 1230 S. Nob Hill Road			10,000 12,000
Deerfield Beach 210 SW Goolsby Blvd. (Public Works) 928 East Hillsboro Blvd. (Fire Sta. # 1)			8,000 4,000
Fort Lauderdale 220 SW 14 th Ave. (Central Garage) 949 NW 38 th Street (Depot)	10,000 (3) 12,000 (4)		
Hallandale 630 NW 2 nd Street		10,000 10,000	
Hillsboro Beach 1210 S.R. A1A	4,000		

Hollywood 1600 South Park Road 1120 North Ocean Drive 700 Polk Street	10,000 550		10,000
Lauderhill 1919 NW 55 th Ave. (Central Garage)			10,000
Lighthouse Point 4730 NE 21 Terrace (Dan Witt Park)			4,030
Margate 102 Rock Island Road		10,000	
Miramar 7000 Miramar Parkway 13900 Pembroke Road			12,000 12,000
North Lauderdale 881 SW 71 Ave			12,000
Oakland Park 3801 NE 5 Ave.			12,000
Parkland 6500 Parkside Drive			2,000
Pembroke Pines 9500 Pines Boulevard 2145 Johnson Street 13975 Pembroke Road	18,000	4,000 (4)	1,000
Plantation 6500 NW 11 Place 451 NW 70 Terrace 770 NW 91 Avenue	16,000	10,000	12,000
Pompano Beach 1190 NE 3 rd Avenue	12,000		
Sunrise 6440 NW 20 th Street 14150 NW 8 th Street 8150 Springtree Drive	500	10,000 10,000	

Tamarac 6011 Nob Hill Road		10,000	
Wilton Manors 524 NE 21 st Court	8,000	8,000	
Broward Community College 6500 Parkside Drive	23,000		
School Board (Broward County) 2300NW 18 th Terrace (Pompano Beach) 3895 NW 10 th Ave. (Oakland Park) 3810 NW 10 th Ave. (Oakland Park) 900 University Drive (Pembroke Pines) 2320 College Ave. (Davie)	12,000 12,000 12,000	12,000 12,000	
Sheriff's Office (Broward County) 300 NE 2 nd Street (Deerfield Beach) 7515 NW 88 th Avenue (Tamarac) 2001 NW 31 st Street (Lauderdale Lakes) 130 SW 3 rd Street (Pompano Beach)	16,000 10,000 21,000 22,000		
City of North Miami Beach 16901 NE 19 th Ave. (police) 2101 NE 159 th Street (operations center)	10,000 10,000		
City of Miami 1390 NW 20 th Street 3601 Rickenbacker Causeway 3400 Pan American Drive (Coconut Grove)	10,000 12,000	2,000	

ATTACHMENT "B"
DRUG FREE WORKPLACE CERTIFICATION BY VENDOR

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The vendor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- (5) Notifying Broward Sheriff's Office in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

DRUG FREE WORKPLACE CERTIFICATE, PAGE 2

- (i) Taking appropriate personnel action against such employee, up to and including termination; and/or
 - (ii) Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

[Handwritten Signature]
(Vendor Signature)

Josh Epperson
(Print Name)

Mansfield Oil Company
(Company Name)
1025 Airport Parkway, SW
Gainesville, GA 30501
 (Address)

State of Georgia

County of Hall

The foregoing instrument was acknowledged before me this 13th
 day of April, 2005, by Josh Epperson
 as Vice President Sales (title)
 of Mansfield Oil Company known to me to be the person
 described herein, or who produced _____ as
 identification, and who did/did not take an oath.

NOTARY PUBLIC:

[Handwritten Signature: Stella E. (Libby) Norris]
(Signature)

Stella E. (Libby) Norris
(Print Name)

My commission expires: Notary Public, White County, Georgia
My Commission Expires March 25, 2007

ATTACHMENT "C"

STATEMENT OF "NO BID" FORM

COMPANY NAME:

AUTHORIZED SIGNATURE:

BID # 5-3-8-049 – GASOLINE (Co-Op)

WE HAVE ELECTED NOT TO SUBMIT A BID DUE TO THE FOLLOWING REASON(S):

INSUFFICIENT TIME TO RESPOND.

DO NOT OFFER THIS PRODUCT/SERVICE.

UNABLE TO MEET SPECIFICATIONS.

UNABLE TO MEET SERVICE REQUIREMENTS.

WORKLOAD DOES NOT ALLOW US TO BID.

SPECIFICATIONS UNCLEAR OR TOO RESTRICTIVE.

OTHER (PLEASE SPECIFY):

PLEASE RETURN TO:

BROWARD SHERIFF'S OFFICE
PURCHASING DIVISION
P.O. BOX 9507
FORT LAUDERDALE, FL 33310