

Our Mission Statement
To be the nation's premier community in which to
live, work, and raise a family.

**CONTRACT
COPY**

DATE: September 8, 2009

RFP NO. 09-A-149

REQUEST FOR PROPOSALS

ALL INTERESTED PARTIES:

The City of Coral Springs, Florida, hereinafter referred to as CITY, will receive sealed Proposals at the office of the Purchasing Administrator, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, for furnishing the services described below:

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

Sealed Proposals must be received and time stamped in by the Purchasing Administrator, either by mail or hand delivery, no later than 2:00 p.m. local time on Wednesday, September 30, 2009. A public opening will take place at or before 2:15 p.m. in the City Commission Chambers located at City Hall on the same date. Any Proposals received after 2:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Offeror.

Proposals are subject to the attached Standard Terms and Conditions contained in the Instructions to Offerors.

CITY reserves the right to reject any or all Proposals, to waive any informalities or irregularities in any Proposals received, to re-advertise for Proposals, to award in whole or in part to one or more offeror's, or take any other such actions that may be deemed to be in the best interests of the CITY.

Angelo Salomone
Purchasing Administrator

CITY OF CORAL SPRINGS, FLORIDA • DEPARTMENT OF FINANCIAL SERVICES
PURCHASING DIVISION

9551 W. Sample Road • Coral Springs, FL 33065 • CoralSprings.org
Phone 954-344-1100 • Fax 954-344-1186



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING
COOPERATIVE

TO OUR PROSPECTIVE CONTRACTORS:

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

For the past several years, approximately forty-three (43) 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"

I. PARTICIPATING AGENCIES

	Agency Name	Address	Contact Person	Phone #
1	Broward County	115 S Andrews Ave., Room 212 Ft. Lauderdale, FL 33301	John Kunzman	954 357-6009
2	Coconut Creek, City of	4800 W Copans Rd Coconut Creek, FL 33063	Suzanne Monington	954 973-6744
3	Cooper City, City of	P. O. Box 290910 Cooper City, FL 33329	Kerri-Anne Fisher	954 434-4300 Ext. 268
4	Coral Springs, City of	4181 NW 121 Ave Coral Springs, FL 33065	Tim Planco	954 345-2235
5	Dania Beach, City of	100 W Dania Beach Blvd Dania Beach, FL 33004	Don Hansen	954 924-3744
6	Davie, Town of	6591 Orange Dr Davie, FL 33314	Herb Hyman	954 797-1016
7	Deerfield Beach, City of	401 SW 4 th St. Deerfield Beach, FL 33441	Donna Council	954 480-4380
8	Ft. Lauderdale, City of	100 N Andrews Ave. Ft. Lauderdale, FL 33301	AnnDebra Diaz	954 828-5949
9	Hallandale Beach, City of	400 S. Federal Hwy. Hallandale Beach, FL	Andrea Lues	954 457-1332
10	Hollywood, City of	2600 Hollywood Blvd. Hollywood, FL	Ian Superville	954 921-3552
11	Lauderdale Lakes, City of	4300 NW 36 St. Lauderdale Lakes, FL 33319	Robin Soodeen	954 535-2758
12	Lauderhill, City of	3800 Inverarry Blvd. Lauderhill, FL 33319	Mike LaRoche	954 730-2966
13	Margate, City of	5790 Margate Blvd Margate, FL 33063	Pat Greenstein	954 972-6454
14	Miami, City of	444 SW 2 nd Ave, 6 th Flr. Miami, FL 33130	Michael Rath	305 416-1921
15	Miami Gardens, City of	1515 NW 167 St., Suite S-200 Miami Gardens, FL 33169	William Garviso	305 622-8000
16	Miramar, City of	13900 Pembroke Rd. Miramar, FL 33027	Rafael Milian	954 548-0118
17	N Miami, City of	776 NE 125 St. N Miami, FL 33161		305 895-9886
18	Palm Beach, Town of	951 Old Okeechobee Rd. West Palm Beach, FL 33401	Lynda Venne	561 227-7001
19	Pembroke Pines, City of	13975 Pembroke Rd Pembroke Pines, FL 33027	Terri Burzo	954 437-1111
20	Pompano Beach, City of	1190 NE 3 rd Ave, Bldg C Pompano Beach, FL 33060	Leeta Hardin	954 786-4098
21	Riviera Beach, City of	2391 Avenue L Riviera Beach, FL 33404	Pierre Wilson	561 845-4180
22	School Board, Broward Cty	7720 W Oakland Park Blvd. #323 Sunrise, FL 33351	Mark Alan	754 321-0507
23	Sheriffs Office, Broward County	2601 West Broward Blvd Ft Lauderdale, FL 33312	David Mack	954 497-1440
24	Sunrise, City of	3495 N Hiatus Rd., Suite 100 Sunrise, FL 33351	Wendy Lorenzo	954 572-2485
25	Tamarac, City of	7525 N.W. 88 th Ave. Tamarac, FL 33321	Keith Glatz	954 597-3570
26	Weston, City of	2599 S Post Road Weston, FL	Brad Kaine	954 385-2600
27	Wilton Manors, City of	524 NE 21 Ct. Wilton Manors, FL	David Archacki	954 390-2190

II. STATEMENT OF THE WORK

A. Objectives:

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

III. SCOPE OF SERVICES

Attachment "A" – Specifications and Requirements

Attachment "B" – Locations of Participating Agencies fuel locations and contact personnel (applicable to item IV. "H" only).

IV. PROPOSAL REQUIREMENTS

The following elements should be submitted with the proposal at the time of proposal submission:

- 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, e-mail address, phone number, and fax number. A brief description of the firm's history and corporate affiliations.
- B. Qualifications, capabilities, and experience: Qualifications and specialized experience of proposer for providing the type of products described in the Specifications and Requirements (Attachment "A") of this RFP.
 - 1. State proposer's capability to provide these types of products on a local (Port Everglades) and regional/national level.
 - 2. List of representative current customers comparable in size and scope to this RFP for which the Proposer is providing petroleum products. The list should include the name and address of each client's contact person, telephone and fax numbers, e-mail address and a general description of the existing business relationship.
- 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. Address how Proposer will ensure its contractual obligation to the Co-Op. Include any contractual obligations to supply fuel to other entities that could affect the Co-Op's supply of fuel. If proposer is a fuel distributor (not a fuel terminal operator) also provide proof, including copies of any Letter of Intent or contractual agreements with terminal operators, that will ensure fuel supplies under normal conditions and in case of an emergency. See Attachment "C" for suggested format of response letter that would be submitted with proposers response.
- E. Obligations of the participating agencies: Describe the requirements (operational, legal, agreements, insurance, etc.) for the sale and delivery of petroleum products. Copies of any and all required terms and conditions, agreements, notices, or procedural descriptions should be attached to the proposal response. Proposers should describe in detail any product volume purchase requirements which would be required of each participating agency on a monthly basis.
- F. **Contingency plan of action.** Firms should describe a plan of action to assure product availability (including requirements for additional products before and after an emergency situation), and avoid disruption of supply during any emergency situation (e.g. hurricanes). Describe your storage and distribution logistics plan to include but not be limited to: ownership or control of storage facilities in the Tri-County area, agreements or partnerships with fuel transportation providers to supplement existing delivery capabilities, redundant communication capabilities, and emergency power generation. Availability of fuels at other terminals on a regional basis should also be described in this plan of action submittal.
- G. Price Proposal: Submit your signed, firm, fixed price proposal for providing all services, materials, etc. required for sale of petroleum products as outlined on the proposal form with the proposal response.
- H. Alternate Proposals:
- An option is afforded to all proposers to submit an alternate proposal, which excludes the provision of transportation services for the petroleum products, included in this RFP. Transportation services would be the responsibility of that participating agency, typically with vehicles owned and operated by the agency. Proposers wishing to submit on this basis should clearly indicate in the alternative proposal response the discount from the differential provided in the pricing pages and any requirements to be met by the participating agency, such as insurance provisions to be supplied and certifications for vehicles and operators.
 - For the potential use of some participating agencies, the opportunity is afforded to all proposers to provide the option to pre-arrange purchase of fixed volume(s) of product(s) at a fixed price from time to time thereby assuring:
 1. Product availability of fixed volume(s) on a ratable basis over a defined period of time, presumable in monthly increments.

2. Established pre-agreed fixed pricing point(s) for product(s) during that established period of time, regardless of market conditions.

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

- I. Proposal Copies: Submission of Ten (10) copies of the proposal should be submitted to the City of Coral Springs, City Hall, 9551 West Sample Road, Coral Springs, Florida 33065, to the attention of Angelo Salomone, Purchasing Administrator.

- J. Addenda, Additional Information:

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

- K. Contract with Participating Agencies:

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

V. EVALUATION OF PROPOSALS

Evaluation Method and Criteria

Proposals will be evaluated by an Evaluation committee comprised of representatives from some of the Participating Agencies in accordance with the weighted criteria listed below:

	<u>POINT RANGE</u>
Firm Qualifications and Capabilities (including, but not limited to fuel supply delivery capability from Port Everglades, Contracting Terms and Conditions proposed and any alternate proposals provided)	0 - 40
Emergency Supply Capabilities	0 - 20
References	0 - 10
Cost	0 - 30

These weighted criteria are provided to assist the proposers in the allocation of their time and efforts during the submission process. The criteria also guides the Evaluation Committee during the short-listing and final ranking of proposers by establishing a general frame work for those deliberations.

Short listed proposals will be selected for an interview prior to a recommendation being presented to the City Commission. As the best interest of the CITY may require, the right is reserved to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Proposers are cautioned to make no assumptions unless their proposal has been evaluated as being responsive.

VI. SCHEDULE OF EVENTS

The schedule of events, relative to the procurement shall be as follows:

<u>Event</u>	<u>Date (on or by)</u>
1. Issuance of Request for Proposals	9/8/09
2. Opening of Proposals	9/30/09
3. Proposal Evaluations	10/1/09-10/30/09
4. Award of Contract	11/17/09

CITY reserves the right to delay scheduled dates.

VII. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

1. Samples of the following documents (except the Certificate of Insurance), are attached and shall be executed as a condition to this offer:
 - (a) Proposal Form and Offeror's Certification
 - (b) Certified Resolution
 - (c) Qualifications Statement
 - (d) Non-Collusive Affidavit
 - (e) Offeror's Foreign (Non-Florida) Corporate Statement
 - (f) Certificate(s) of Insurance

VIII. AWARD OF CONTRACT

The contract shall be awarded to the responsible Offeror (or Offerors) whose Proposal is determined to be the most advantageous to the Participating Agencies, taking into consideration the evaluation factors and criteria set forth in the Request for Proposals.

The Cooperative reserves the right to make multiple awards for the same products or services, award products or services on an individual basis or any combination of the above, as is deemed to be in the Cooperatives best interest.

IX. TERM OF CONTRACT

It is anticipated that the initial contract term will begin on January 1, 2010 through December 31, 2012 with the possibility of two (2) additional two (2) year renewals. However, the initial contract term(s) and renewal period(s) is subject to negotiation with the selected proposer.

X. INSURANCE

PLEASE HAVE YOUR INSURANCE REPRESENTATIVE CAREFULLY REVIEW ANY INSURANCE COVERAGES AND CONDITIONS PRIOR TO SUBMITTING YOUR PROPOSAL TO ENSURE COMPLIANCE WITH THE INSURANCE REQUIREMENTS OF THE INSTRUCTIONS TO OFFERORS.

RFP NO. 09-A-149
UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP

INSTRUCTIONS TO OFFERORS
STANDARD TERMS AND CONDITIONS

1. **DEFINED TERMS**

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

2. **SPECIAL CONDITIONS**

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

3. **EXAMINATION OF CONTRACT DOCUMENTS**

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

4. **SPECIFICATIONS**

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

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

5. INTERPRETATIONS AND ADDENDA

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

6. PRICES PROPOSED

- 6.1 Prices shall be shown in both unit amounts and extensions whenever applicable. In the event of discrepancies existing between unit amounts and extensions or totals, unit amounts shall govern.
- 6.2 All proposal costs for fuel and any alternate proposal costs for service shall remain firm and fixed for acceptance for ninety (90) calendar days after the day of the Proposal opening.

7. NON-COLLUSIVE AFFIDAVIT

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

8. PUBLIC ENTITY CRIMES INFORMATION STATEMENT

- 8.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to public entity, may not be awarded

or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

9. OCCUPATIONAL HEALTH AND SAFETY

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

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

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

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

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

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

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

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

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

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

10. CONFLICT OF INTEREST

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

11. SUBMISSION OF PROPOSALS

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

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

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

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

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

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

exempt from disclosure, citing specifically the applicable exempting law.

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

12. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 12.1 Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submitting Proposals. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.
- 12.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with CITY and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of CITY by clear and convincing evidence there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal but the intended correct Proposal is not similarly evident, then Offeror may withdraw its Proposal and the Bid Security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

13. REJECTION OF PROPOSALS

- 13.1 To the extent permitted by applicable state and federal laws and regulations, CITY reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposal will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 13.2 CITY reserves the right to reject the Proposal of any Offeror if CITY believes that it would not be in the best interest of the CITY to make an award to that Offeror, whether because the Proposal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CITY.

SPECIAL CONDITIONS TO INSTRUCTIONS TO OFFERORS

14. QUALIFICATIONS OF OFFERORS

- 14.1 Each Offeror should complete the Qualifications Statement and submit the same with his Proposal. Failure to submit the Qualifications Statement and the documents required thereunder with the Proposal may constitute grounds for rejection of the Proposal.
- 14.2 No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to CITY, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to CITY, or who is deemed irresponsible for unreliable by CITY.

15. ENVIRONMENTAL REGULATIONS

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

16. INSURANCE

- 16.1 Prior to Award and in any event prior to commencing work, the Successful Offeror shall provide CITY with certified copies of all insurance policies providing coverage as required by these Special Conditions.
- 16.2 The Successful Offeror shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
 - (a) Worker's Compensation and Employer's Liability Insurance for all employees of the Successful Offeror engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Offeror shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

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

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

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

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

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

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

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

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

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

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

Financial Stability B+ to A+

- 16.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 16.6 The Successful Offeror shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 16.7 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.

17. INDEMNIFICATION

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

18. WARRANTIES

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

19. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

- 19.1 During the performance of the Contract, the Successful Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Successful Offeror will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment

advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Offeror(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

20. TERMINATION FOR CAUSE AND DEFAULT

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

21. TERMINATION FOR CONVENIENCE OF CITY

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

22. AUDIT RIGHTS

22.1 CITY reserves the right to audit the records of Successful Offeror as related to the products and services provided under the contract, at any time during the performance and term of the Contract and for a period of three (3) years after contract expiration or termination by CITY. If required by CITY, Successful Offeror shall agree to submit to an audit by an independent certified public account selected by CITY for contracted products and services. Successful Offeror shall allow CITY to inspect, examine and review the records of Successful Offeror as related to the contracted products and services at any and all times during normal business hours

during the term of the Contract. These records shall include, but not be limited to the Platts pricing data upon which pricing is established under the contract resulting from this Request for Proposals.

23. ASSIGNMENT

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

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

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

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

**PROPOSAL FORM FOR UNLEADED GASOLINE & DIESEL FUEL
FOR SOUTHEAST FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE GROUP
RFP 09-A-149**

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

1. The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with CITY to perform all work as specified in the RFP Documents for the price(s) and within the time indicated in this RFP, and in accordance with the terms and conditions of the RFP Documents.
2. Proposer accepts and hereby incorporates by reference in this Form all of the terms and conditions of the RFP.
3. Proposer has examined the insurance requirements of the RFP, and accepts and agrees to abide by those terms and conditions without exception or limitation of any kind.
4. Proposer has given the Purchasing Administrator written notice of all conflicts, errors or discrepancies that it has discovered in the RFP and/or Contract documents and the written resolution thereof by the Purchasing Administrator is acceptable to Proposer.
5. Proposer proposes to furnish all labor, materials, equipment, machinery, tools, transportation, supplies, services, and supervision for the contract described as follows:

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

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

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

ADDITIONAL FUEL PRODUCTS: Proposers may submit a price proposal on the following fuels, if available and outline the Pricing Methodology for each additional fuel product proposed.

Item No.	Description	Transport Delivery Differential Proposed (+)/(-) per gallon*	Tankwagon Delivery Differential Proposed (+) (-) per gallon*
1	Midrange Unleaded 89 Octane	\$ _____	\$ _____
2	Ultra Low Sulfur #2 Red Dye Diesel	\$ _____	\$ _____
3	Biodiesel Fuel B5	\$ _____	\$ _____
4	Biodiesel Fuel B20	\$ _____	\$ _____
5	E85 Fuel Ethanol	\$ _____	\$ _____

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

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

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

Addendum No. _____ Date _____
Addendum No. _____ Date _____
Addendum No. _____ Date _____

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

9. Communications concerning this Bid shall be addressed to:

Name: _____

Address: _____

Telephone No. _____

Fax No. _____

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

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal
Form this _____ day of _____, 200__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__,
by _____ (Name), who is personally known to me or who has
produced _____ as identification and who did (did not) take an
oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

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

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this ____ day of _____, 200__.

Printed Name of Firm

By: _____
Signature of Owner

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ (Name), who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A PARTNERSHIP

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200__.

Printed Name of Partnership

By: _____
Signature of General or Managing Partner

Witness

Printed Name of partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

OFFEROR'S CERTIFICATION

WHEN OFFEROR IS A CORPORATION

IN WITNESS WHEREOF, the Offeror hereto has executed this Proposal Form this _____ day of _____, 200__.

Printed Name of Corporation

Printed State of Incorporation

By: _____
Signature of President or other authorized officer

(CORPORATE SEAL)

Printed Name of President or other authorized officer

ATTEST:

By _____
Secretary

Address of Corporation

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ (Name), _____ (Title) of _____ (Company Name) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

CERTIFIED RESOLUTION

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

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

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

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

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this _____ day of _____, 200__.

(SEAL)

By: _____
Secretary

Corporate Title

NOTE:

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

NON-COLLUSIVE AFFIDAVIT

State of _____)

)ss.

County of _____)

_____ being first duly sworn, deposes and says that:

- (1) He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
- (2) He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal

NOTARY PUBLIC

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

QUALIFICATION STATEMENT

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

SUBMITTED TO: City of Coral Springs
 (Purchasing Administrator)

ADDRESS: 9551 West Sample Road
 Coral Springs, Florida 33065

CIRCLE ONE

SUBMITTED BY: _____

NAME _____

ADDRESS: _____

Corporation
Partnership
Individual
Other

TELEPHONE NO. _____

FAX NO. _____

E-MAIL ADDRESS: _____

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

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

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

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's name: _____
- d. Vice President's name: _____
- e. Secretary's name: _____
- f. Treasurer's name: _____

g. Name and address of Resident Agent:

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

a. Date of organization: _____

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

c. State whether general or limited partnership: _____

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

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

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

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

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

8. Do you have a complete set of documents?

(Y) _____ (N) _____

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

(name) (address) (phone number)

(name) (address) (phone number)

(name) (address) (phone number)

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

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

Signature

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

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

FOREIGN (NON-FLORIDA) CORPORATIONS MUST COMPLETE THIS FORM

DEPARTMENT OF STATE CORPORATE CHARTER NO. _____

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

607.1501 Authority of foreign corporation to transact business required.

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

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

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

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

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

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

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

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

BIDDER'S CORRECT LEGAL NAME

SIGNATURE OF AUTHORIZED AGENT OF BIDDER

RFP 09-A-149
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "A"
SPECIFICATIONS & REQUIREMENTS

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

1. SPECIFICATIONS

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

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

1.2 Additional, Optional Fuel Products:

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

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

2. PRICING METHODOLOGY:

2.1 Prices proposed are to be F.O.B. delivered differential from the applicable daily *Platts* as described herein *for the date prior to the* Participating Agency and are exclusive of and fees. Any other applicable taxes and f See Paragraph 3, TAXES

2.2 Pricing of Unleaded Gasoline is to be propo

Daily Published *Platts* Gulf Coast Water Borne (For the applicable Reid Vapor Pressure - RVP rack) = 90% of cost per gallon.

PLUS

Daily Published *Platts* New York Harbor Barge mean price for Ethanol = 10% of cost per gallon.

PLUS

- Positive or Negative differential proposed for Conventional Unleaded 87 (Differential to be constant regardless of the applicable RVP.)

PLUS

- Positive or Negative differential proposed for Ethanol.

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

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

PLUS

Positive or Negative differential proposed for Ultra Low Sulfur Diesel.

2.4 The price proposed with differential shall include the vendor's profit, the cost of delivery within a 30 mile radius of Port Everglades, and any and all other costs. A lump sum, additional delivery charge only applicable to deliveries beyond a thirty (30) mile radius of Port Everglades may be proposed on the pricing sheet. Within the thirty (30) mile radius of Port Everglades the proposed costs must include delivery regardless of the actual varying road miles required to be driven to make deliveries within that radius to each tank location. The differential proposed for Unleaded Gasoline, Ethanol and Diesel Fuel or any additional fuel products shall not change during the initial term

of the contract or any renewal periods. No other charges shall be added. Differential must be expressed in dollars and/or cents per gallon.

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

2.6 Alternative Fuels

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

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

3. TAXES:

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

4. SUBSTITUTE/ALTERNATE METHOD FOR PRICE ADJUSTMENT:

- 4.1 The City reserves the right, based on mutual agreement with the successful proposer, to substitute an alternate method for price adjustment if:
- A. An interruption in the Platts publication is experienced beyond existing scheduled holidays (Independence Day, Christmas, etc.), or
 - B. The listing of prices for the Platts Gulf Coast or New York Harbor (as applicable) are interrupted or modified to a degree which would require alteration of the computation formula to determine a fair price, or

C. The use of the Platts Gulf Coast Water Borne mean prices or New York Harbor computation becomes non-representative of the market..

4.2 If it is determined by the City to be in its best interest to substitute an alternate method for price adjustment as specified above, the contractor(s) will be notified thirty (30) days prior to the effective date for the alternate adjustment. If an alternate price adjustment method is not acceptable to all awarded contractor(s), the City may cancel this contract in whole or in part by giving the contractor(s) ninety (90) days prior written notice.

5. INVOICING

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

6. ORDERING & PAYMENT:

6.1 Each participating governmental agency will, based on the award of contract made by the Lead Agency and with the same prices, terms, and conditions establish its own contract with the successful proposer(s) in a manner acceptable to the successful proposer; will issue its own purchase orders; will require separate billing and will issue its own tax exemption certificates as required by the successful proposer.

6.2 The City of Coral Springs Purchasing Division will furnish a copy of proposers list and any other information submitted with the proposals to all participating agencies.

6.3 Payment will be **made by each Participating Agency** within ten (10) calendar days from delivery of product at Participating Agencies location via wire transfer to seller's account and bank, as indicated on the invoice.

6.4 It is understood and agreed that the City of Coral Springs is not a legally bound party to any contractual agreement made between any other agency and the successful proposer as a result of this Request for Proposals.

6.5 After award of contract(s) to successful proposer(s) the City reserves the right to issue purchase orders in accordance with the terms of this contract.

7. Reporting Requirements

The selected Proposer shall submit to the Lead Agency a Fuel Purchasing Report on a monthly basis. The fuel Purchasing Report shall include fuel volume totals by fuel type for each

participating agency. The report shall also include a "Grand Total" (year-to-date) fuel volume for all Participating Agencies for each fuel type. The required fields are the following:

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

The Fuel Purchasing Report shall be sent in electronic format (Excel format preferred) via email to: purchase@coralsprings.org.

8. DELIVERY REQUIREMENTS

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

8.1 LEGAL REQUIREMENTS:

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

Carrier to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the Agreement.

9. DELIVERY/RESPONSE TIME:

- A. Delivery shall be required within twenty-four (24) hours unless an alternate delivery date has been requested by the Participating Agency.
- B. Daily orders shall be placed by e-mail from a participating agency representative by 10:00 a.m., Monday through Friday.
- C. Deliveries shall be made within 24 hours of order placement unless the participating agency specifically requests otherwise as indicated on the order, in which case, requested delivery date and time shall become the required delivery time.
- D. Orders placed on Friday shall be delivered no later than 5:00 p.m. the following Monday, unless the participating agency specifically requests otherwise, in which case, requested delivery date and time, shall become the required delivery time. The participating agency shall not require the carrier to deliver on Sundays (except for declared emergency situations).
- E. A transport load shall be defined as no less than 7,500 gallons of Ethanol blended or regular gasoline or no less than 7,000 gallons of Ultra Low Sulfur Diesel or 5% biodiesel fuel or 20% biodiesel fuel.
- F. **The Participating Agencies reserve the right to split any load between no more than two delivery sites for their agency.**
- G. If the carrier is unable to meet the delivery requirements, it shall be the responsibility of the carrier to notify the participating agency within 2 hours of the delay occurring so that the participating agency can determine if it needs to transfer fuel between its sites to cover delay.
- H. At time of delivery, carrier shall present a delivery ticket/bill of lading to a participating agency representative, or if requested, deliver document to a specified location. The delivery ticket/bill of lading shall include:
 - Bill of lading number.
 - Name of supplier and carrier.
 - Date and time of delivery.
 - Type of fuel delivered.
 - Gross gallons and net gallons delivered.
 - Inches in fuel tank, before and after delivery.
 - Driver's signature.

- Signature of participating agency employee receiving delivery, unless otherwise indicated.
 - Delivery address.
- I. Carrier shall be adequately equipped, staffed, and supplied to, promptly, and efficiently, furnish, deliver, and dispense, all products that are submitted at various facilities.
 - J. Carrier shall have the ability to fill above-ground tanks.
 - K. Carrier shall be fully responsible for any and/or all actions of their employees' that require clean up or ground sterilization as the result of an "improper" delivery. Carrier shall have and shall maintain those types and quantities of materials necessary to contain spilled product(s). Carrier shall be responsible for prompt and thorough cleanup of all spillage, as per EPA specifications, and for any agency fines or fees that result from contamination.
 - L. Discovery or occurrence of a spill, on overfill, excess water in the tank, suspected contamination of surrounding area, suspected tank failure, or any other indication of chemical release shall be immediately reported by the Carrier to the participating agency. Where the event is directly or indirectly the result of carrier's actions, the carrier shall also affect containment and initiate cleanup immediately.
 - M. All transport truck deliveries will be temperature adjusted to 60 degrees F in accordance with the latest edition of the American Society for Testing and Materials (ASTM) Table 6B, Volume II, Petroleum Measurement Tables. Delivery tickets and invoices shall reflect the net gallons delivered after temperature compensation.
 - N. Any Tankwagon deliveries will be metered in gross gallons and invoiced in gross gallons.
 - O. Agencies will accept fuel from trucks with sealed State approved and inspected meters. Trucks that have State of Florida Department of Agriculture and Consumer Services sealed, calibrated and certified compartment tank volume markers for the petroleum product being delivered, are also acceptable.

10. SPILLAGE:

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

11. PRIORITY DELIVERIES:

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

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

12. WORK SITE SAFETY/SECURITY:

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

13. INSURANCE REQUIRED:

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

Commercial General Liability Insurance: Carrier shall maintain commercial General Liability Insurance, or similar form, at a limit of liability not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage liability. Coverage shall include premises and/or operations, independent contractors, products and/or completed operations, personal injury/advertising, liability, contractual liability and broad form property damage coverages. Coverage for the hazards of explosion, collapse and underground property damage (X-C-U) must also be included when applicable to the work to be performed.

Business auto policy, including the MCS-90 Motor Carrier Act Endorsement and/or CA 99 48 Pollution Liability - broadened Coverage for Covered Autos – Business Auto, Motor Carrier and Truckers coverage Forms Endorsement, at a minimum limit not less than \$1,000,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$1000,000, the participating agency reserves the right, but not the obligation to review and request a copy of the carrier's most recent annual report or audited financial statements. The policy shall be endorsed to include "participating agency name" as additional insured. (In this context, the term "autos" is interpreted to mean any land motor vehicle, trailer or semi trailer designed for travel on public roads). In the event the carrier neither owns nor leases automobiles, the business Auto Liability requirement shall be amended allowing the Carrier to maintain only hired and non-owned auto liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form.

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

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

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

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

It is the responsibility of the carrier to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. All insurance must be acceptable to and approved by the participating agency as to form, types of coverage and acceptability of the insurers providing coverage.

All insurance provided hereunder shall be endorsed to show that it is primary as respect to the participating agency.

14. ADDITION OF DELIVERY SITES:

Each Participating Agency shall be able to add delivery sites to the attached list, with 14 days notice to the seller.

RFP 09-A-064					EXHIBIT 3
Diesel Fuel Delivery Information					
Entity Name	Contact Person	Phone #	Delivery Address	Tank Capacity	Location Above or Below Ground
Broward County					
BCTD	Joyce Mack	954 357-8423	3201 W Copand Rd., Pompano Bch.	18,000	Above
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	60,000	Below
			9/4/09 BCT Update: During '09 BCT Copans Road will be removing all UST and replacing them with double lined. During that time BCT has only contracted to have one (1) above ground tank with a capacity of 18,000 gallons. BCT is making plans to increase that to a total of three (3) above ground tanks with a total capacity of 54,000 gallons. As of this date BCT Copans Road has capacity of 18,000 gallons only. The expected completion date for this construction project is 12/31/2009.		
			Once UST project is complete, tank capacity will be approximately 440,000 gallons.		
BCFM			Main Courthouse	6,000	
			Main Courthouse	6,000	
			Main Courthouse Shop	4,000	
			N Regional courthouse	550	
			Midrise	6,000	
			Main Library	5,000	
			S Regional Courthouse	550	
			Public Safety Bldg 1	10,000	
			Public Safety Bldg 2	2,500	
			Public Safety Bldg 3	1,000	

			W Regional Courthouse	610
			Medical Examiner	4,000
			Booher Bldg.	1,000
			EOC	15,000
			BCGC West Tank 1	10,000
			BCGC West Tank 2	10,000
			1200 Garage	550
			Gov. Center	2,000
			Central Warehouse	275
			NW Regional Library	100
			Mental Health	375
			N Homeless Shelter	310
			Hughes Bldg.	100
			African American Library	155
			S Regional Maint Ctr	200
BCFS				
	Gary Liss	94 765-4706	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft. Laud	10,000 below
	Rick Carlin	954 970-0103	Fleet Svc Ctr #3 1600 Blount Rd., Pompano B	16,000 below
	Mark Richmond	954 680-0075	Fleet Svc Ctr #8 7101 SW 205 Ave. Ft. Laud	10,000 below
	Jim Sprague	954 831-0864	2555 W Copand Rd., Pompano Bch	10,000 below
	Robert Bonaiuto	954 437-2650 x2	CB Smith Pk 900 N Flamingo Rd. Pembroke I	6,000 below
	Mike Mullen	954 359-1250	Aviation Maint. 1501 SW 43 St, Ft. Laud	6,000 Above
	Dottie Granros	954 765-4062 x2	Mosquito Ctrl 1200 S University Dr., Pembrok	2,500 below
	Chief Thomas Mitchell	94 635-3301	Airport Fire Res 250 Tamiami Dr Gate 100, Ft	1,500 above
	Don McKee	954 985-1980 x2	TY Park 3300 N Park Rd., Hollywood	500 Above
	Bruce Autennieth	954 357-8159	Pk & Rec 950 NW 38 St. Oakland Pk	1,000 Above
	Jim Sprague	954 831-0717	2555 W Copands Rd., Pompano Bch	10,000 below
	Jim Sprague	954 831-0717	2555 W Copans Rd, Pompano Bch	10,000 below
Broward Cty School Bd.	Dennis James	954 812-8601	3895 NW 10 Ave, Ft. Laud	24,000 Below
	Tony Verdejo	954 850-3725	2300 NW 18 St, Pompano Bch	24,000 Below
	Dennis Freemyer	954 242-0278	900 S University Dr, Pembroke Pines	24,000 Below
	Rudy Beckles	954 242-0413	2320 College Ave, Davie	24,000 Below
	Dennis James	954 812-8601	7720 W Oakland Park Blvd., Sunrise	4,000 Above
Broward County Sheriff	David Mack	954 497-1440	2001 NW 31 Ave, Lauderdale Lakes	6,000 Below
			3801 NE 5th Ave, Oakland Pk	10,000 Below

Coconut Creek	Suzanne Monington	954 973-6744	4800 W Copans Rd.	14,900	Below
Cooper City, City of	Brad Sicari	954 252-8685	11221 SW 49 St.	4,000	Below
Coral Springs, City of	Tim Planco	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	8,000	Above
	Bill Castelli	954 345-2143	4181 NW 121 Ave, Coral Springs, FL	2,000	Above
	Tony Nelson	954 346-1383	2403 NW 102 Ave., Coral Springs, FL	2,000	Above
	Eric Beyer	954 345-2195	2801 Coral Springs Dr., Coral Springs, FL	20,000	Below
	Eric Beyer	954 345-2195	3800 NW 85 Ave., Coral Springs, FL	10,000	Above
			8365 NW 24 St., Coral Springs, FL	2,000	Above
Dania Beach, City of	Don Hansen	954 924-3744	1201 Stirling Rd.	10,000	Below
			Water Plant	2,000	Above
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	8,000	Below
			3600 S Flamingo Rd.	3,000	Below
Deerfield Beach, City of	Alan Savarese	954 420-5568	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	16,000	Below
			1441 FAU Research Park Blvd.	20,000	Below
			928 E Hillsboro Blvd.	4,000	Below
Ft. Lauderdale	Ken Kalen	954 828-5781	Ft. Lauderdale	36,000	Below
			Ft. Lauderdale	9,000	Above
Hallandale Beach, City of	Glen Johnson	954 457-1630	630 NW 2nd St.	10,000	Below
Hollywood, City of	Steve Letteri	954 967-4555	1600 S Park Rd.	10,000	Below
	Steve Salafrio	954 921-3260	1112 N Ocean Dr.	500	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
			Fire Station	500	Above
			City Hall/Police	500	Above
Lauderhill, City of	Mike LaRoche	954 790-2966	1919 NW 55 Ave.	4,000	Below

Margate, City of	Joe Kavanaugh	954 972-8126	102 Rock Island Road				10,000	Below	
	Joe Kavanaugh	954 972-8126	5790 Margate Blvd.				1,500		
	Joe Kavanaugh	954 972-8126	6009 NW 10 St.				1,500		
	Rick Vanacker	954 972-0828	980 NW 66 Ave.				2 x 5,000		
	Rick Vanacker	954 972-0828	5650 NW 29 St.				1,000		
	Gus Gustitus	954 972-0828	6630 NW 9 St.				2 x 12,000		
	Gus Gustitus	954 972-0828	901 NW 66 Ave.				1,200		
Miami, City of	Junaid Akhter	305 329-4894	1390 NW 20 St				2 x 15,000	Above	
Miami Gardens, City of	Herman Bruce	305 622-8000 x2	1020 NW 168 Dr.				2,000	Above	
Miramar, City of	Rafael Milian	954 548-0118	13900 Pembroke Rd.				10,000	Above	
			13900 Pembroke Rd.				6,000	Below	
N Miami, City of	Clifford Taylor	305 895-9879	1855 NE 142 St.				3 x 10000	Below	
Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS #1 355 S County Rd.				6,000	below	
			FS #2 300 S County Rd.				6,000	below	
	Billy Lohle	561 533-1170	FS #3 2185 S County Rd.				1,000	Above	
	Loretta Mellon	561 227-7044	Par 3 Golf Course 2345 S Ocean Blvd.				4,000	below	
			Pinewalk #1 Coconut row				1,000		
			1279 Skees Road				500		
Pembroke Pines, City of	Terri Burzo	954 437-1111							
Pompano Beach	Mark Stevens	954 786-4109	1190 NE 3rd Ave.				2 x 12,000	Below	
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L				15,000	Below	
Sunrise, City of	Jim Dolan	954 572-2424	4350 Springtree Dr.				2 x 15,000	Above	
	Karl Thompson	954 888-6003	4350 Springtree Dr.				10,000	Above	
			14150 NW 8 St.				2 x 12,000	Above	
			14150 NW 8 St.				2 x 10,000	Above	
			14150 NW 8 St.				6,000	below	

				14150 NW 8 St.		10,000	Below
	Doug Kerwin	954 888-6045		777 Sawgrass Corp. Pkwy.		15,000	
	Dfin Buchsa	954 434-6900		15400 Water Mill Rd.		3,000	
	Al Ross	954 572-2290		8150 Springtree Dr.		15,000	
	Linda Delsman	954 572-2400		6440 NW 20 St.		6,000	Below
				Indian Trace, Weston		2,000	
Tamarac, City of	Vince Sciacca	954 597-3730		PSAC Complx 6011 Nob Hill Rd.		10,000	Below
				FS 15, 6000 Hiatus Rd.		3,000	Above
				FS 41, 7501 NW 88 Ave.		1,000	Above
	John Harvey	954 597-3779		FS 78, 4801 N Comm. Blvd.		500	Above
				Water Treatment Plant, 7803 61st St.		6,000	
				7750 NW 100 Ave.		2,000	
				4191 W Commercial Blvd.		1,000	
Weston, City of	Brad Kaine	954 385-2600		2599 S Post Rd.		10,000	Below
Wilton Manors, City of	David Archacki	954 390-2190		2100 N Dixie Hwy.		5,000	Above

RFP 09-A-050		Attachment "B"			
Unleaded Fuel Delivery Locations					
Entity Name	Contact Person	Phone #	Delivery Address	Tank Capacity	Location Above or Below Ground
BCTD	Joyce Mack	954 357-8423	3201 W Copand Rd., Pompano Bch.	20,000	Below
	Belinda Thomas	954 357-7716	Ravenswood Rd., Ft. Lauderdale	12,000	Below
BCFS	Gary Liss	94 765-4706	Fleet Svc Ctr #2 2515 SW 4 Ave, Ft.	20,000	below
	Rick Carlin	954 970-0103	Fleet Svc Ctr #3 1600 Blount Rd., Por	26,000	below
	Mark Richmond	954 680-0075	Fleet Svc Ctr #8 7101 SW 205 Ave. F	10,000	below
	Jim Sprague	954 831-0864	2555 W Copand Rd., Pompano Bch	10,000	below
	Robert Bonaiuto	954 437-2650 x235	CB Smith Pk 900 N Flamingo Rd. Per	6,000	below
	Mike Mullen	954 359-1250	Aviation Maint. 1501 SW 43 St, Ft. La	6,000	Above
	Dottie Granros	954 765-4062 x229	Mosquito Ctrl 1200 S University Dr., F	2,500	below
	Don McKee	954 985-1980 x235	TY Park 3300 N Park Rd., Hollywood	2,500	below
Broward City School Bd.	Dennis James	954 812-8601	3895 NW 10 Ave, Ft. Laud	12,000	Below
	Tony Verdejo	954 850-3725	2300 NW 18 St, Pompano Bch	12,000	Below
	Dennis Freemyer	954 242-0278	900 S University Dr, Pembroke Pines	12,000	Below
	Rudy Beckles	954 242-0413	2320 College Ave, Davie	12,000	Below
	Dennis James	954 812-8601	3810 NW 10 Ave., Ft. Laud.	12,000	Above
Broward County Sheriff	David Mack	954 497-1440	300 NE 2nd St., Deerfield	16,000	Below
			7515 NW 88 Ave, Tamarac	10,000	Below
			2001 NW 31 Ave, Lauderdale Lakes	21,000	Below
			160 S.W. 3rd St., Pompano Beach	10,000	
			3801 N.W. 5th Ave., Oakland Park	12,000	
Coconut Creek	Suzanne Monington	954 973-6744	4800 W Copans Rd.	19,700	Below
Cooper City, City of	Brad Sicari	954 252-8685	11221 SW 49 St.	12,000	Below

Coral Springs, City of	Tim Planco	954 345-2235	4181 NW 121 Ave, Coral Springs, FL	10,000	Below
			4181 NW 121 Ave, Coral Springs, FL	10,000	Below
	Tony Nelson	954 346-1383	2801 Coral Springs Dr., Coral Springs	20,000	Below
Dania Beach, City of	Don Hansen	954 924-3744	1201 Stirling Rd.	4,000	Below
Davie, Town of	Mark Siegel	954 797-1249	6915 Orange Dr.	10,000	Below
			1230 Nob Hill Rd.	12,000	Below
Deerfield Beach, City of	Alan Savarese	954 420-5568	401 SW 4 St.	12,000	Below
			210 Goolsby Blvd.	8,000	Below
			928 E Hillsboro Blvd.	4,000	Below
Ft. Lauderdale	Ken Kalen	954 828-5781	Ft. Lauderdale	108,000	Below
Green Acres, City of	Mike Wood	561 642-2084	2995 Jog Rd.	2,000	Above
Hallandale Beach, City of	Glen Johnson	954 457-1630	630 NW 2 St.	2 x 10,000	Below
Hollywood, City of	Steve Lettieri	954 967-4555	1600 S Park Rd.	2 x 10,000	Below
	Steve Salfrio	954 921-3260	1112 N Ocean Dr.	500	Above
Lauderdale Lakes, City of	Robin Soodeen	954 535-2758	Public Works	1,000	Above
Lauderhill, City of	Mike LaRoche	954 790-2966	1919 NW 55 Ave.	12,750	Below
Margate, City of	Joe Kavanaugh	954 972-8126	102 Rock Island Road	10,000	Below
Miami, City of	Junaid Akhter	305 329-4894	1390 NW 20 St	15,000	Above
	Jose Banos	305 361-3116	Marine Stadium Marina, Virginia Key	4,000	Above
Miramar, City of	Rafael Milian	954 548-0118	13900 Pembroke Rd.	10,000	Above
			13900 Pembroke Rd.	12,000	Below
N Miami, City of	Clifford Taylor	305 895-9879	1855 NE 142 St.	2 x 10,000	Below

Palm Beach, Town of	Stephanie Mavigliano	561 227-6430	FS#2 300 S county Rd.	6,000	Below
	Billy Loihle	561 533-1170	Par 3 Gold Course, 2345 S Ocean Blvd	6,000	below
Pembroke Pines, City of	Terri Burzo	954 437-1111			
Pompano Beach, City of	Mark Stevens	954 786-4109	1190 N.E. 3rd Ave.	12,000	below
Riviera Beach, City of	Dante Wright	561 845-4141	2391 Avenue L	2 x 15000	Below
Sunrise, City of	Linda Delsman	954 572-2400	6440 NW 20 St.	10,000	Below
	Karl Thompson	954 888-6003	14150 NW 8th St.	10,000	Below
	Al Ross	954 572-2290	8150 Springtree Dr.	250	Below
Tamarac, City of	Vince Sciacca	954 597-3730	PSAC Complx 6011 Nob Hill Rd.	10,000	Below
Weston, City of	Brad Kaine	954 385-2600	2599 S Post Rd.	10,000	Below
Wilton Manors, City of	David Archacki	954 390-2190	524 NE 21 Ct.	8,000	Below

DIESEL FUEL & BIODIESEL FOR S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Estimated Monthly Usage

Note: Quantities are based on monthly usage.

Agency Name

Item 1

Item 2

Item 3

Diesel Fuel #2

Diesel Fuel #2

Biodiesel

Ultra Low

Red Dye

Fuel B20

Sulfur

Low Sulfur

	Item 1 Diesel Fuel #2 Ultra Low Sulfur	Item 2 Diesel Fuel #2 Red Dye Low Sulfur	Item 3 Biodiesel Fuel B20
1 Broward County Sheriff	8,000	0	0
2 Broward County School Bd	300,000	0	0
3 Broward County	382,650	3,115	35,740
4 Coconut Creek, City of	0	0	4,300
5 Cooper City, City of	650	0	0
6 Coral Springs, City of	3,400	0	5,200
7 Dania Beach, City of	3,200	0	0
8 Davie, Town of	800	0	0
9 Deerfield Bch, City of	26,000	600	0
10 Ft. Lauderdale, City of	31,000	0	0
11 Hallandale Bch, City of	8,000	0	0
12 Hollywood, City of	18,000	0	0
13 Lauderdale Lakes, City of	700	20	0
14 Lauderhill, City of	20,000	0	0
15 Margate, City of	7,900	0	0
16 Miami, City of	37,804	0	0
17 Miami Gardens, City of	0	300	0
18 Miramar, City of	11,350	0	0
19 N Miami, City of	14,000	700	0
20 Palm Beach, Town of	26,200	0	0
21 Pembroke Pines, City of	17,939	0	0
22 Pompano Beach, City of	10,500	0	0
23 Riviera Beach, City of	2,450	7,000	0
24 Sunrise, City of	5,900	0	0
25 Tamarac, City of	4,500	0	0
26 Weston, City of	1,800	0	0
27 Wilton Manors	100	0	0
TOTALS:	942,843	11,735	45,240

UNLEADED GASOLINE FOR S.E. FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

Estimated Monthly Usage

Note: Quantities are based on monthly usage.

Agency Name

Item 1

Item 2

Regular

Midrange

Unleaded

Unleaded

1	Broward County Sheriff	153,954	0
2	Broward County School Bd	41,500	0
3	Broward County	77,792	0
4	Coconut Creek, City of	11,416	0
5	Cooper City, City of	2,100	0
6	Coral Springs, City of	22,000	0
7	Dania Beach, City of	2,500	0
8	Davie, Town of	9,200	0
9	Deerfield Bch, City of	10,900	0
10	Ft. Lauderdale, City of	73,000	0
11	Hallandale Bch, City of	10,000	0
12	Hollywood, City of	45,000	0
13	Lauderdale Lakes, City of	1,000	0
14	Lauderhill, City of	3,000	0
15	Margate, City of	15,600	0
16	Miami, City of	34,258	3,500
17	Miami Gardens, City of	0	0
18	Miramar, City of	33,168	0
19	N Miami, City of	24,000	0
20	Palm Beach, Town of	71,500	0
21	Pembroke Pines, City of	48,099	0
22	Pompano Beach, City of	8,000	0
23	Riviera Beach, City of	0	20,000
24	Sunrise, City of	34,250	0
25	Tamarac, City of	7,500	0
26	Weston, City of	13,623	0
27	Wilton Manors	5,150	0
	TOTALS:	758,510	23,500

RFP 09-A-149
UNLEADED GASOLINE & DIESEL FUEL FOR SOUTHEAST
FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

ATTACHMENT "C"
Response Letter – Suggested Format

Company Letterhead

_____, 2009

(Proposer's Name and Proposer's Address)

Dear Sir or Madam:

This letter will confirm the irrevocable offer of (Terminal Operator) to provide (Proposer) with grade (____) diesel fuel and unleaded, grade (____) gasoline with at least an octane rating of (____) in quantities as required by Proposer (____). In making this offer (Terminal Operator) warrants and guarantees that it has the ability to provide a minimum of (____) gallons per month of the diesel fuel described above and (____) gallons of Gasoline described above per month for a minimum of (____) years as needed to be utilized for redistribution to the Participating Agencies of the Southeast Florida Governmental Purchasing Cooperative Group for vital governmental operations.

Products:

Terms:

Total Estimated volume:

This irrevocable offer is valid through (date) and will expire if the Cooperative Group has not awarded a contract to (Proposer).

This offer is for as needed requirements, and nothing herein shall be construed to provide any right to (Proposer) or (Terminal Operator) to provide any minimum amount of any product to (Proposer) or Participating Agencies of the cooperative Group unless specifically included in the Award of Contract or a separate Two-Party Agreement.

Sincerely,

(Name and title of authorized representative)