



CONTRACT NO. 14-0618

for Fuel Products (Gasoline, Diesel, Kerosene, Bio-Diesel)

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Port Consolidated, Inc. (hereinafter "Contractor") to supply fuel products to the County and P.O.O.L. Entities pursuant to County Bid number 14-0618 (hereinafter "Bid"), addenda nos. 1, 2, opening dated April 2, 2014, and Contractor's Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: (none)

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Manager shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from June 1, 2014 through May 31, 2015 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Manager.

LAKE COUNTY, FLORIDA

By:   
Contracting Officer

Date: 5-6-2014

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department

*"Earning Community Confidence Through Excellence in Service"*

Office of Procurement Services  
Tavares, Florida 32778-7800

315 W. Main, Suite 441  
Ph (352) 343-9839

P.O. Box 7800  
Fax (352) 343-9473



**LAKE COUNTY**  
FLORIDA

Purchasing Officials of Lake (POOL) Entities

**INVITATION TO BID (ITB)**

Fuel Products

Gasoline – Diesel – Kerosene – LP Gas – Bio-Diesel

ITB Number: 14-0618 Contracting Officer: Donna Villinis  
 Bid Due Date: April 2, 2014 Pre-Bid Conf. Date: Not Applicable  
 Bid Due Time: 3:00 p.m. ITB Issue Date: February 21, 2014

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| SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW: |                             |
|--|-----------------------------|
| Bid and/or Performance Bond:                           | Not applicable for this ITB |
| Certificate of Competency/License:                     | Not applicable for this ITB |
| Indemnification/Insurance:                             | See Section 1.8             |
| Pre-Bid Conference/Walk-Thru:                          | Not applicable for this ITB |

At the date and time specified above, all bids that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the bidders submitting bids will be read aloud and recorded. The bids will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the official bid due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this ITB Document, and attach all other information requested in this ITB document (See Provision 1.13). Failure to sign the bid response, or to submit the bid response by the specified time and date, may be cause for rejection of the bid.

**NO-RESPONSE REPLY**

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

**VENDOR IDENTIFICATION** (Complete the following information)

Company Name: PORT CONSOLIDATED INC Phone Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for the purchase of fuel products on behalf of the following entities, all members of the Purchasing Officials of Lake Cooperative Purchasing Program (hereafter "POOL"):

Awarding Entity: Lake County, Florida Board of County Commissioners (hereafter "County").  
Participating Entities: Lake EMS, the Lake County School Board, the Lake County Sheriff's Office, the Towns of Astatula and Lady Lake, and the Cities of Clermont, Eustis, Leesburg, and Mount Dora Florida (hereafter "Entities").

Quantities, when given in this solicitation, are **estimates only** and reflect the combined estimated annual usage for the entities identified above. This is an indefinite quantity contract with no maximum limitation on the quantity of product(s) to be ordered. To ensure inclusion of consideration in the resulting contract document, and assuming adequate performance by the selected Vendor(s), the County does guarantee a minimum ordering quantity equating to a value of not less than \$50,000 under any contract resulting from this solicitation.

Other governmental entities may purchase under this agreement only with the permission of the County and the vendor.

The awarded vendor shall furnish all labor, equipment, tools, transportation, fuel, hardware, software, and other incidentals necessary for the combined delivery and dispensing services of fuel products to entities identified herein. A bidder shall not be considered unless all entities are included by the bidder. Award will be made by the POOL members collectively.

The County is acting as "Solicitation Agent" for the identified entities and shall not be held liable for any costs, damages, etc. incurred by any of these entities should they enter into a contract as a result of this bid request. The County has the sole authority to modify the contract.

All sales derived from the award of this request shall be made in accordance with the prices, terms, and conditions of this bid request.

Each entity will issue its individual order by phone, fax, entity purchasing card, purchase order, or contract throughout the contract period as said needs are determined. Each entity will schedule and expedite its own orders and will be billed separately.

Each entity shall be responsible for maintaining the tanks and dispensing equipment associated with its facility(s) and ensuring tanks and equipment are in good working order for the duration of the Contract.

The awarded vendor(s) will deliver products as specified herein. Each entity will receive, inspect, and test its own goods on an individual basis. When non-conforming shipments occur, entities will seek their own remedy with the vendor.

As Solicitation Agent for this invitation to bid, Lake County shall be responsible for responding to questions and inquiries relating to the specifications or other provisions of the bid request as

well as the evaluation of bids, or subsequent contractual matters including failure to comply with deliveries of specifications. Any other issues for which Lake County has no control, should not be accountable for, or be required to resolve, such as violations of the contractual conditions by other participating entities, including late payment on the part of other participating entities, shall be resolved between the other participating entity and the vendor.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the bid due date.

Donna Villinis, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839  
Fax : 352.343.9473  
E-mail: [dvillinis@lakecountyfl.gov](mailto:dvillinis@lakecountyfl.gov)

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award**

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof; with one or more suppliers; to reject any and all bids, or waive any minor irregularity or technicality in bids received.

The successful bidder(s) shall be notified by the Lake County Office of Procurement Services.

Award will be based on the total cost per gallon rack/pipeline prices as of February 21, 2014\* including the markups + or -; check of references; compliance of contract terms, conditions and specifications; and completion of a capability survey. The County reserves the right to perform a complete facilities and capability survey of each bidder prior to award and utilize the results to determine if the bidder has the capability to successfully perform under contract. This survey may also consider the bidder's capability to supply fuel in emergency situations based on the input provided by bidders in this regard as part of their initial bid response (see additional detail in this regard at Section 1.10.1 of this document). The County also reserves the right to waive this survey for any bidder who has performed in a satisfactory manner under the current and/or previous Lake County contract.

\*Note: A copy of the rack/pipeline average for February 21, 2014 shall accompany your bid submittal to verify prices for each type fuel bid.

#### Section 1.4: Examination of Site (Recommended)

Prior to submitting its bid it is advisable that the vendor visit the delivery sites and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. To schedule site visitation appointments, please contact the location representative listed on the Location Site Attachment (Attachment 2).

Bidders should notify the entity's location representative of any condition(s) or situation(s) deemed unsafe for the delivery of goods discovered during site visits. Entity contacts are listed on the Location Site Attachment (Attachment 2).

#### Section 1.5: Term of Contract

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

#### Section 1.6: Option to Renew

The County shall have the option to renew this contract for an additional four (4) one (1) year period(s). The County may consider an adjustment to the then current "Handling/Transportation Fee Mark-up" and "Vendor Administrative Mark-up" price expressed in the contract based on changes as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), CPI-U, US City average, all items (1982-84)= 100. It is the vendor's responsibility to request in writing any pricing adjustment under this provision. The vendor's written request should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor's request for adjustment must include documentation that clearly substantiates the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change, and except under the most exceptional circumstances, not in excess of 3%. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.6.1: Price Redetermination – Fuel Expended in Support of Product Delivery**

In the event of a major increase (10% or more within a three month period) in the cost of fuel to be expended in the completion of delivery services, an appropriate adjustment to the vendor's "Handling/ Transportation Fee Mark-up" may be considered by the County. Any such request must be initiated by the vendor and must include clear and compelling evidence supportive of the need for adjustment and the amount of the adjustment being requested.

The County retains the option to seek a similar adjustment in a similar manner in the event of a major decrease (10% or more within a three month period) in the cost of fuel to be expended in the completion of delivery services.

**Section 1.7: Method of Payment**

Invoices shall be submitted to the appropriate County Department or POOL Entity after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service by either tank wagon or transport truck, invoice number, confirmation of acceptance of the goods or services by the appropriate County representative, OPIS daily average gross cost per gallon for the date of delivery, mark ups and nonexempt taxes and total amount due. Failure to submit invoices in the proscribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**Note: A copy of the rack/pipeline average for the day of delivery shall accompany all invoices to verify prices.**

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements. [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

**SECTION I- SPECIAL TERMS AND CONDITIONS**

ITB Number: 14-0618

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

|                                   |                       |
|-----------------------------------|-----------------------|
| Each Occurrence/General Aggregate | \$1,000,000/2,000,000 |
| Products-Completed Operations     | \$2,000,000           |
| Personal & Adv. Injury            | \$1,000,000           |
| Fire Damage                       | \$50,000              |
| Medical Expense                   | \$5,000               |
| Contractual Liability             | Included              |

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

|                       |             |
|-----------------------|-------------|
| Each Accident         | \$1,000,000 |
| Disease-Each Employee | \$1,000,000 |
| Disease-Policy Limit  | \$1,000,000 |

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000. **\*\*For this solicitation, Pollution Liability insurance is required with a minimum limit of \$1,000,000 and annual aggregate of \$2,000,000.**

**SECTION I- SPECIAL TERMS AND CONDITIONS**

ITB Number: 14-0618

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the Vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Bonding Requirements**

Not applicable to this solicitation.

**Section 1.10: Delivery**

The Vendor shall make deliveries within forty eight (48) hours after placement of the order by the County/POOL Entity unless noted otherwise for a particular location in Attachment 2. All deliveries shall be made in accordance with good commercial practice and all required delivery timeframes shall be adhered to by the Vendor(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the Vendor. In these cases, the Vendor shall notify the County/POOL Entity of the delays in advance of the original delivery date so that a revised delivery schedule can be appropriately considered by the County/POOL Entity.

Should the Vendor(s) to whom the contract(s) is awarded fail to deliver in the number of days stated above, the County reserves the right to cancel the contract on a default basis after any back order period that has been specified in this contract has lapsed. If the contract is so terminated, it is hereby understood and agreed that the County has the authority to purchase the goods elsewhere and to charge the incumbent Vendor with any re-procurement costs. If the Vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

Certain County employees may be authorized in writing to pick-up materials under this contract. Vendors shall require presentation of this written authorization. The Vendor shall maintain a copy of the authorization. If the Vendor is in doubt about any aspect of material pick-up, Vendor shall contact the appropriate user department to confirm the authorization.

The County and participating Entities reserve the right to split a transport load between no more than two (2) locations without additional cost.

**Section 1.10.1: Delivery During Emergency/Hurricane/Disasters or Similar Events**

It is hereby made part of this Invitation to Bid that before, during, and after a public emergency, disaster or event, hurricane, flood or other acts of God, that Lake County and all other POOL Entities covered under this contract, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County/Entity. Vendor/contractor agrees to sell all goods and services to Lake County and/or the POOL Entities, as opposed to private citizen, on a first priority basis. The County/Entity expects to pay contractual prices for the goods and services required during an emergency situation. The Vendor/contractor shall

furnish a twenty four (24) hour phone number in the event of such as emergency in the pricing section of this ITB.

NOTE 1: Bidders shall submit a clear and concise capability plan and process to provide fuel in accordance with this contract in emergency situations. The perceived adequacy of this plan will be considered as a matter of bidder responsibility during the award evaluation process. See Section 1.36 of this solicitation for further detail in this regard.

NOTE 2: If there are fuel restrictions, shortages and/or allocations placed on suppliers of fuel products by either terminal, suppliers and/or the government (local and/or federal) for any reason, then Vendors are to deliver fuel to the County and other Entities at the same percentage as allocated.

#### **Section 1.11: Acceptance of Goods**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the Vendor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the Vendor, to include return of any non-compliant goods to the Vendor at the Vendor's expense, requiring the Vendor to either provide a direct replacement for the item, or a full credit for the returned item. The Vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded Vendor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the Vendor by the County for any contract or financial obligation.

#### **Section 1.12: Warranty**

The Vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the Vendor gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County or POOL Entity by any other provision of this solicitation.

## SECTION 1- SPECIAL TERMS AND CONDITIONS

ITB Number: 14-0618

The Vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the Vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

### Section 1.13: Delivery of Solicitation Response

Unless a package is delivered by the Vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date stated in the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.14: Completion Requirements for Invitation to Bid**

**One (1) signed original bid, five (5) complete hard copies, and one complete copy on CD or flash drive** of the bid submitted by the Vendor shall be sealed and delivered to the Office of Procurement Services no later than the official bid opening date and time. **Please label CD/flash drive device with vendor name and bid number (14-0618).** Any bid received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any Bidder in responding to this IFB including, without limitation, costs for product and/or service demonstrations if requested.

When you submit your bid, you are making a binding offer to the County and are agreeing to all of the terms and conditions in this Invitation to Bid. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the County may disqualify your offer. All information shall be legible and either written in ink or typewritten/printed. If you make a correction or change on any document, the person signing the bid proposal must initial the change. The bid shall be manually signed in **BLUE INK** by an official authorized to legally bind the Bidder to its provisions.

**COMPLETION OF BID PACKAGE:** The Vendor shall complete all required entries in Section 4 of the bid form such as, but not limited to, pricing pages, signature, certifications, references, and acknowledgment of any solicitation addenda. The Vendor shall submit the entire solicitation with all Section 4 entries completed in the number of copies specified to the address specified in provision 1.13 of this solicitation. The Vendor shall also submit any supporting documents (to include proof of insurability and provision of bid bonds as required), samples, and/or descriptive literature required by any of the provisions in Section 2 of the solicitation in a separate sealed envelope / package marked "Literature for Bid 14-0618." Do not indicate bid prices on literature.

**Specific Completion Directions:**

- Prices shall be submitted on bid sheet as follows:

Fuel Cost shall be determined by the date in which delivery of fuel is made. Fuel cost shall include:

- Gasoline, Diesel Fuels and L.P Gas: Prices will be calculated using the following information:
  - OPIS rack/terminal average daily price as determined by the closest appropriate terminal for fuel
  - Vendor's markup as determined by transportation/handling fee
  - Vendor's markup for profit margin
  - All applicable fuel taxes and/or petroleum associated fees all listed separately

The Customer and the Vendor agree that the Vendor is prohibited from negotiating or billing in a manner that exceeds the stated prices included in the Contract. The Vendor agrees that the price charged to the Customer shall be subject to audit, and the Vendor shall make any and all records supporting the invoiced prices available for inspection, upon written request by the Customer.

- Initial and date in **BLUE INK** the appropriate space(s) for each addendum you received for this ITB.
- Insert any prompt payment discount that you will offer. Note payment is NET 30 DAYS otherwise.
- Complete all certifications included within Section 4 of the solicitation.
- Complete the reference information sheets (include at least three references) contained within the solicitation.
- Complete the Vendor information, and sign the bid (IN BLUE INK) in the spaces provided in Section 4 of the solicitation.
- If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.
- Provide the emergency situation capability plan and process detailed in Section 1.10.1 and 1.42 of this document.

#### **Section 1.15: Additional Facilities May be Added**

Although this solicitation and resultant contract identifies specific facilities and entities to be serviced, it is hereby agreed and understood that other departments' or agencies' facilities may be added to this contract at the option of the County. When required by the pricing structure of the contract, Vendor(s) under this contract shall be invited to submit price quotes for these additional facilities. If these quotes are determined to be fair and reasonable, then the additional work will be awarded to the current contract Vendor(s) that offers the lowest acceptable pricing. The additional site(s) shall be added to this contract by formal modification.

The County may obtain price quotes for the additional facilities from other Vendors in the event that fair and reasonable pricing is not obtained from the current contract Vendors, or for other reasons at the County's discretion.

#### **Section 1.16: Compliance with Federal Standards**

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

#### **Section 1.17: Deletion of Facilities**

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County Department or POOL Entity may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the Vendor.

**Section 1.18: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the Vendor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the County's Project Manager.

**Section 1.19: Licenses, Permits and Fees**

The Vendor shall obtain and pay for all licenses, permits and inspection fees required for this project; and shall comply with all laws, ordinances, regulations and building code requirements applicable to the work contemplated herein. Damages, penalties and/or fines imposed on the County or the Vendor for failure to obtain required licenses, permits, inspection fees, or inspections shall be borne by the Vendor.

**Section 1.20: Local Office Shall be Available**

The Vendor shall maintain an office within Central Florida, defined as within the geographic boundaries of Lake, Osceola, Orange, Seminole, Volusia, Marion, Polk, or Sumter counties. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

**Section 1.21: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.22: Protection of Property**

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County/POOL Entities have an interest shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract; and the Vendor shall be held responsible for repairing or replacing property (to the satisfaction of the County/POOL Entity) which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County/POOL Entity reserves the right to secure the required services and charge the costs of such services back to the Vendor.

The Vendor(s) shall be responsible for the removal of all surplus material and debris occurring from deliveries against any resultant contract(s). The Vendor(s) shall take precautions against damage to public and private property during the course of the contract. Should damage occur, by omission or commission, the Vendor shall, at its own expense, restore damaged property to a condition similar or equal to that existing before damage was done.

- a. The Vendor shall be solely responsible for all spillage, which may occur during transit, loading or unloading operations. This shall include any and all costs for cleanup, investigations and/or site remediation required by environmental regulations.
- b. The Vendor shall immediately report any spillage to the ordering agency/department.
- c. Clean up shall be performed in accordance with the United States Environmental Protection Agency and the State of Florida Department of Environmental Protection guidelines and requirements. Failure to do so will initiate corrective action and charge back to the Vendor of any costs incurred.
- d. The County and participating agencies reserves the right to deny delivery vehicles leaking fuel or other hazardous materials access to government property. The Vendor will be notified of denied access and shall make delivery within one working day of notification time with a Florida Department of Transportation approved vehicle.
- e. The Vendor shall submit with its bid a copy of its Fuel Prevention Plan and Procedures in the event of an accidental spill.

**Section 1.23: Risk of Loss**

The Vendor assumes the risk of loss of damage to the County's/POOL Entity's property during possession of such property by the Vendor, and until delivery to, and acceptance of, that property to the County. The Vendor shall immediately repair, replace or make good on the loss or damage without cost to the County, whether the loss or damage results from acts or omissions (negligent or not) of the Vendor or a third party.

The Vendor shall indemnify and hold the County/POOL Entity harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this contract. The Vendor shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the County/POOL Entity when applicable, and shall pay all costs and judgments which may issue thereon.

**Section 1.24: Stock Levels Shall be Maintained by Vendor**

The Vendor(s) shall ensure that adequate stock levels are maintained at its place of business in order to assure the County/POOL Entity of prompt delivery. If the delivery terms specified in the solicitation are not fulfilled by the Vendor, the County/POOL Entity reserves the right to cancel the order, purchase the goods elsewhere, and charge the Vendor for any re-procurement costs incurred by the County/POOL Entity. If the Vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

**Section 1.25: Substitution of Items During Term of Contract**

Substitute brands may be considered during the contract period for discontinued brands. The Vendor shall not deliver any substitute item as a replacement to an awarded brand without express written consent of the Lake County Office of Procurement Services prior to such delivery. Substitute items must be of equal or better quality than the awarded item. Substitutes shall be considered only when necessary. Excessive substitution requests may be cause to cancel the contract.

**Section 1.26: Suppliers of Materials/Products Shall be Identified**

If the Vendor shall be utilizing a third party distributor or manufacturer as the source of supply for obtaining and delivering products and/or materials required in conjunction with this solicitation, the Vendor shall be required to supply a copy of its contractual agreement with the supplier in its initial bid. The information contained in this contractual agreement shall include, but not be limited to: shipping and delivery terms, packaging requirements, and product specification sheets that attest to the quality of the product. If the Vendor fails to submit this information with its initial offer, the Vendor may be allowed to submit this documentation to the County during the offer evaluation period if such action is in the best interest of the County.

**Section 1.27: Toxic Substances/Federal "Right To Know" Regulations**

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) and the Florida "Right-to-Know" Law requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the Vendor(s) performing under this contract shall be required to provide two (2) complete sets of Material Safety Data Sheets to each User Department utilizing the awarded products. This information should be provided at the time when the initial delivery is made, on a department by department basis.

Additionally, Vendor(s) may be requested to provide Material Safety Data Sheets to the County during the evaluation period.

**Section 1.28 Additional Definitions Pertaining to Fuel Purchases**

"Rack/Pipeline Averages" shall mean the fuel pricing provided by OPIS, Oil Price Information Service, which is the world's most widely accepted fuel price benchmark for supply contracts and competitive positioning. This Contract shall use the daily rack/pipeline averages as established by the OPIS.

"Fuel" shall mean any Fuel product obtained through this Contract. Fuel product shall include all grades of unleaded gasoline, diesel fuel, kerosene, liquid propane gas and Biodiesel to be delivered.

“Markup” shall mean the Vendor’s price to cover all costs associated with providing fuel. Markup will mean both positive and negative numbers. Markups may differ based on where the fuel is obtained according to the fuel terminals and actual type of fuel ordered. Markup for fuel shall be on a price per gallon basis. The Vendor shall assess no other fees associated with the delivery of Fuel except as more particularly detailed in the pricing section.

“Tank Wagon Delivery” shall mean a delivery by a tank wagon truck with a delivery of approximately 500 gallons or less (no minimum charges to be added if ordering less than 500 gallons) up to 4,440 gallons.

“Transport Delivery” shall mean a delivery by a transport truck with a minimum delivery of 4,441 gallons up to 8,000 gallons.

#### **Section 1.29: Administrative Reports**

Consistent with the administrative needs of the County, certain relevant data regarding purchases of goods and/or services under County contracts is to be gathered and maintained. Accordingly, each Vendor under this contract shall provide quarterly reports to the County as to the nature of the goods and/or services purchased from them by the County and all Entities participating in the contract during the preceding three months.

The report(s) shall include the quantity, description and unit price(s) of the goods and/or services. The report(s) is to be submitted in writing to:

Lake County BCC  
Fleet Management Division  
Attention: Keith Stevenson  
PO Box 7800  
Tavares, FL 32778-7800

The report(s) shall be submitted no later than fifteen (15) calendar days after the expiration of the third (3rd) month of each contract period. Failure to submit such report(s) in a timely manner may be considered a breach of performance and subject to formal proceedings in that regard.

#### **Section 1.30: Background Screening (\*Applicable to School Board Deliveries Only)**

The Vendor represents and warrants to the SCHOOL BOARD that the Vendor has read and is familiar with Florida Statute Sections 1012.32, 1012.465, 1012.467, and 1012.468 regarding background investigations. Vendor covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. Vendor agrees to indemnify and hold harmless the SCHOOL BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the Vendor’s failure to comply with the requirements of this paragraph or Florida Statute Sections 1012.32, 1012.465, 1012.467 and 1012.468.

#### **Section 1.31: Bidding Groups**

To be considered for an award of any individual group, the bidder must bid on all entities, locations, and fuel types for that group.

**Section 1.32: Bidder Qualifications**

Bidders shall, upon request, furnish satisfactory evidence of their ability to furnish products and/or services in accordance with the terms and conditions of this specification. The County reserves the right to make the final determination as to the bidder's ability/qualification.

A bid received from a company with documented unsatisfactory performance or unresolved problems in the County may not be considered for award.

**Section 1.33: Certificates of Calibration**

All Vendors' equipment is to be within the State of Florida calibration guidelines. The entities may also require a copy of a State certificate of calibration. Each entity also reserves the right to randomly check the Vendor's calibration during the contract period.

Please submit a copy of your State of Florida Calibration Certificate with your bid submittal.

**Section 1.34: County and Entities Tanks**

All Entities' tanks shall be properly equipped to enable Vendor to safely deliver fuel. The Vendor shall notify Entities of all situations that may be deemed unsafe before contract begins (See Section 1.4). A Vendor may refuse to deliver fuel to an unsafe fuel site if an entity does not correct pre-contract unsafe conditions and/or post-contract safety issues until the safety issue is resolved. A back haul charge may apply if a Vendor attempts to deliver fuel and the fuel site is deemed unsafe after pre award notification. The Entities shall be responsible for having proper equipment installed. All Entities shall work with the Vendor making a delivery to assure that the Vendor has proper accessibility to all tanks being fueled.

If deemed necessary, the vendor may be requested to provide new tanks (maximum size would be five hundred (500) gallon capacity) for on-site installation. The Entity requesting the new tank would be responsible for obtaining installation services. Vendors may submit pricing for tanks in Section 4, Pricing Section, Item 15. There is no guaranteed minimum or maximum quantity for this item. Request for new tank(s) would be strictly on an if-needed basis.

**Section 1.35: Emergency Planning**

Since the County, School Board, and other entities have been designated as a "first responder" during a disaster, each bidder shall include a clear and concise capability plan and process as described in Section 1.10.1 of this solicitation with their bid submittal regarding fuel deliveries preceding an emergency such as a hurricane, and immediately following, provided that rack facilities remain operational. Transport delivery bidders shall include a policy statement regarding the limited basis availability of transport trailers to be filled and left at protected County facilities to serve as emergency fuel supplies. The daily cost, if any, associated with this service should be included in your bid response.

**Section 1.36: Exceptions/Additions**

It shall be unacceptable for any bidder to make the statement "see specifications" in lieu of listing all exceptions/additions from the preceding specifications. It shall also be unacceptable

for any bidder to submit manufacturer's literature in lieu of specifically noting all exceptions/additions from the preceding specifications. All exceptions/additions to our specifications shall be either handwritten or typed on an attached separate sheet and submitted with the initial bid response.

**Section 1.37: Federal Taxes**

It is the Counties and Cities preference to purchase all fuel against any contract derived from this bid request free of the Federal excise tax of 18.4 cents per gallon for gasoline and 24.4 cents per gallon for diesel and any adjustments of those taxes by the federal government.

Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (850) 922-0712.

**Section 1.38: Fuel Vapor Control**

Delivery trucks shall at all times comply with the current State of Florida and Federal regulations pertaining to fuel vapor control.

**Section 1.39: Keep Full Programs**

Agencies/departments may require a "Keep Full Program" due to locations or sensitivity. Awarded Vendors shall work with these agencies/departments immediately after contract award to set up working schedules for all parties.

**Section 1.40: Method of Measurement**

Fuel quantity shall be measured with a metered delivery truck certified/approved by the Florida Department of Agriculture. Transport vehicles shall reset meters to "0" before pumping at any County or P.O.O.I. entity fuel site.

**Section 1.41: Product Qualities**

Fuels supplied under this contract shall be free from contamination.

Contamination is defined as any element that enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil with the exception of ethanol, winter additives, detergents, and identifying dyes.

The County and/or participating entities reserves the right to test fuel(s) quality before, during, and after unloading. The Vendor shall pay for all cost associated with the testing. Should test results show the fuel(s) contains contamination; the fuel(s) will be rejected.

The Vendor shall be responsible for the removal of the fuel(s) from the property of the ordering agency/department within twenty four (24) hours after requested to do so should test results show the fuel(s) contain contaminates at its own expense. The Vendor shall also be responsible with any cleanup to properly restore property, storage facilities, and equipment as a result of noncompliance with specifications at its own expense. Furthermore, the Vendor shall be fully responsible for any and all costs incurred for any equipment sustaining damage, which is

attributed to a contaminated fuel(s), which the Vendor has delivered. The Vendor shall promptly pay for any such damages.

If aftermarket additives are used in fuels supplied by the Vendor, they shall comply with the Environmental Protection Agency's (EPA) regulations, and shall be compatible with the product. Additives which increase emissions of sulfur and other substances proven to damage the environment which are disallowed by EPA regulations will not be accepted.

**Section 1.42: Transportation of Fuel**

Vendors must abide by the Florida Department of Transportation rules and regulations and all Federal regulations.

**Section 1.43: Volume Measure**

For all transactions under this contract, a gallon is defined as a volume of 231 cubic inches at a standard temperature of sixty (60) degrees Fahrenheit.

**SCOPE OF SERVICES**

- 2.01** The purpose of this invitation to Bid (IFB) is to establish one or more contract(s) for the provision of fuel products for the Lake County Board of County Commissioners ("County") and other participating POOL members ("Entities") as noted in the Special Terms and Conditions.

As the best interests of the County may require, the County reserves the right to make award(s) on a lowest price basis by individual item, group of items, all or none, or a combination thereof, with one or more Vendor(s); to reject any and all offers or waive any minor irregularity or technicality in bids received.

All fuel products supplied shall meet the specifications of the State of Florida Department of Agriculture and Consumer Services, State of Florida Department of Transportation and all Federal specifications.

- 2.02** The Vendor(s) shall provide gasoline, diesel, fuel oil, kerosene, LP propane gas, and/or bio-diesel per the following specifications:

- **Gasoline**

Note: The denatured fuel ethanol delivered shall meet the requirements of the latest ASTM D4806 specifications as well as any regulations by the State of Florida and the Federal government.

- **Unleaded, 87 Octane**

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via tank wagon.

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via transport truck in full loads.

- **Unleaded, 89 Octane**

Gasoline, unleaded, antiknock (octane) index minimum 89 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, and volatility class suitable for Florida at time of scheduled use, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via tank wagon.

Gasoline, unleaded, antiknock (octane) index minimum 89 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, and volatility class suitable for Florida at time of scheduled use, per A.S.T.M. specification D4814, complying with

state of Florida gasoline inspection laws. To be delivered as ordered via transport truck in full loads.

- **Unleaded, Premium, 92/93 Octane**

Gasoline, unleaded, premium, antiknock (octane) index minimum 92/93 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via tank wagon, minimum delivery 500 gallons.

Gasoline, unleaded, premium, antiknock (octane) index minimum 92 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with state of Florida gasoline inspection laws. To be delivered as ordered via transport truck.

### **Fuel Oil**

- **Diesel Fuel, Grade No. 2-D Ultra Low Sulfur Fuel (REV 13 OCT 06)**

Oil, diesel fuel, grade no. 2-D ultra low sulfur fuel (.0015 mass % sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon.

Oil, diesel fuel, grade no. 2-D ultra low sulfur fuel (.0015 mass % sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck.

- **Diesel Fuel, Grade No. 2-D High Sulfur Fuel**

Oil, diesel fuel, grade no. 2-D high sulfur fuel (.5 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon.

Oil, diesel fuel, grade no. 2-D high sulfur fuel (.5 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads.

- **Diesel Fuel, Red Dye, Grade No. 2-D Low Sulfur Fuel**

Oil, diesel fuel, red dye, grade no. 2-D low sulfur fuel (.05 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon.

Oil, diesel fuel, red dye, grade no. 2-D low sulfur fuel (.05 mass % sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck.

### Kerosene

Kerosene shall be a refined petroleum distillate consisting of a homogenous mixture of hydrocarbons essentially free from water, inorganic, acidic, or basic compounds, and excessive amounts of particulate contaminants. It shall meet the requirements of the following specifications when tested in accordance with the latest version of the American Society for Testing and Materials Methods of Tests:

#### A. No. 1-K Kerosene.

##### (1) Color (ASTM D-156).

(a) The color may not be darker than +16 Saybolt Scale.

(b) Dyeing agents may not be used to change the naturally refined color except when required by the US EPA or IRS.

(c) When dyeing of 1-K kerosene is required, it shall be dyed with Solvent Red 164 at the concentration spectrally equivalent to at least 3.9 pounds of the solid dye Standard Red 26 per 1,000 barrels in accordance with federal mandates.

(2) Flash Point (ASTM D-56)—38°C (100°F) minimum.

(3) Distillation (ASTM D-86)—End point 300°C (572°F) maximum.

(4) Sulfur (ASTM D-4045)—0.04 percent by mass, maximum.

#### B. No. 2-K Kerosene.

(1) Color (ASTM D-156). The color, before dyeing, may not be darker than +16 Saybolt Scale. Additionally, 2-K kerosene shall be dyed with Solvent Red 164 at the concentration spectrally equivalent to at least 3.9 pounds of the solid dye Standard Red 26 per 1,000 barrels in accordance with federal mandate to indicate that it is illegal for use as a propelling fuel in a vehicle designed for on-highway use.

(2) Flash Point (ASTM D-56)—38°C (100°F) minimum.

(3) Distillation (ASTM D-86)—End point 300°C (572°F) maximum.

(4) Sulfur (ASTM D-4045)—0.30 percent by mass, maximum.

**LP Gas**

Propane Gas shall have the following properties and meet ASTM D1835-82, 86, 87, 91, 97 as well as State of Florida and Federal regulations:

Specific Gravity of Gas at 60° F 1.53  
 Specific Gravity of Liquid at 60° F 0.511  
 Boiling Point degrees F -44  
 BTU per Gallon- 91,500  
 BTU per Pound- 21,600  
 BTU per Cu. Ft. 2,530  
 Pounds per gallon 4.24  
 Cu. Ft. of Gas per gallon of liquid 36.2  
 Cu. Ft. of Gas per pound 8.5  
 Vapor Pressure, PSI at 70° F 122  
 Flammability Range in Air 2.4 to 9.5%

**Bio-Diesel Fuel**

1. This is a pre-blended fuel mixture consisting of twenty percent (20%) B100 virgin Soybean, Linseed, Palm Oil or other such bio component approved by vehicle manufacturers and eighty percent (80%) Ultra Low Sulfur Diesel (petroleum based).
2. The approved oil component is to be chemically esterified in accordance with recommended ASTM standards so as to meet the optimum requirements of the Bio-Diesel blend.
3. Fuels that meet or exceed ASTM D6751 may be used for blending with distillate fuel. The finished Bio-Diesel fuel shall meet or exceed the requirements in the following table:

**TABLE OF TEST RESULTS**

| <b>PRODUCT PROPERTY</b> | <b>ASTM TEST METHOD</b> | <b>MINIMUM</b> | <b>MAXIMUM</b> |
|-------------------------|-------------------------|----------------|----------------|
| FLASH POINT °C          | D93                     | 130            |                |
| VISCOSITY @ 40° C       | D445                    | 4.0            | 6.0            |
| TOTAL SULPHUR wt. %     | D2622                   |                | .0015          |
| CETANE NUMBER           | D613                    | 45             |                |
| WATER/SEDIMENT g/m3     | D1796                   |                | 500            |

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Bid:** Shall refer to any offer(s) submitted in response to this ITB.

**Bidder:** Refers to any entity that submitted a bid under an ITB.

**Contract:** The agreement to perform the services set forth in this solicitation. The contract will be comprised of the solicitation document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to which award has been made.

**County:** Shall refer to Lake County, Florida.

**Invitation to Bid (ITB):** Shall mean this solicitation document, including any and all addenda. An ITB contains well-defined terms, conditions, and specifications, and is awarded to the lowest priced responsive and responsible bidder.

**Modification:** A written change to a contract.

**Responsible:** Refers to a bidder that has the capacity and capability to perform the work required under an Invitation to Bid, and is otherwise eligible for award.

**Responsive:** Refers to a bidder that has taken no exception or deviation from the terms, conditions, and specifications in an ITB.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** A general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established that the words "shall", "must", or "will" are equivalent within this ITB and indicate a mandatory requirement which shall not be waived by the County.

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

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bids. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership
3. Drug-Free Workplace
4. W-9 and 8109 Forms – The vendor must furnish these forms upon request as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid due date. Such inquiries shall contain the requester's name, address, and telephone number. The Procurement Services Office

may issue an addendum in response to any inquiry received, prior to bid opening, which changes, adds to, or clarifies the terms, provisions, or requirements of the solicitation. The bidder should not rely on any statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the bidder's responsibility to ensure receipt and to acknowledge all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid from being considered for award.

**D. Contents of Solicitation and Bidders' Responsibilities**

It is the responsibility of the bidder to become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Stated unawareness of contractual terms and conditions will not be accepted as a basis for varying the requirements of the County or the amount to be paid to the vendor.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation with any employee, agent, or any other representative of the County except as authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are written documents from the vendor addressed to the designated procurement representative and relevant documents promulgated by the designated procurement representative.

**F. Change to, Withdrawal of, or Mistake in, Bid**

**Changes to Bid:** Prior to bid opening, a bidder may change its bid by submitting a new bid with notice on the firm's letterhead, signed by an authorized agent, stating that the new submittal replaces the original submittal. The new submittal shall contain all information as required for submitting the original bid.

**Withdrawal of Bid:** A bid may be withdrawn, either physically or by written notice, at any time prior to the bid due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the bid due date and time. A bid may also be withdrawn after expiration of the specified bid acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The withdrawal letter must be on company letterhead and signed by an authorized agent of the bidder.

**Mistake in Bid:** Any allegation of mistake in Bid shall be treated on a case-by-case basis. It is to be assumed that any alteration in bid price after receipt of bids will be exceptional in nature, and will be allowed only when substantiated by current legal precedence.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between contractual terms and conditions, the technical specifications, the pricing section, or any addendum issued, the order of precedence shall be: last addendum issued, the pricing section, the technical specifications, the special, and then general conditions. It is incumbent upon the vendor to identify such conflicts prior to the bid response date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder may offer cash discounts for prompt payments, however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the signature page of the solicitation.

**3.3 PREPARATION OF BIDS**

- A. The Pricing Section of this solicitation defines the goods and services to be purchased, and must be completed and submitted with the bid. Use of any other form or alteration of the form may result in the rejection of the bid.
- B. The bid submitted must be legible, and completed using typewriter, computer or ink. Any entry change must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.

- C. An authorized agent of the bidder's firm must sign the bid. **FAILURE TO SIGN THE BID MAY RENDER THE BID NON-RESPONSIVE.**
- D. The bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The bidder may submit alternate bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid must meet or exceed the minimum requirements and be submitted as a separate bid marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. Any bid received after the stipulated bid due date and time through no fault of the County will be considered late, and except under the most exceptional circumstances, not be considered for award.
- H. Unless otherwise specified in the solicitation, prices quoted shall be F.O.B. Destination.

### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a bid for the same contract, or evidence any prior understanding, agreement, or connection in such regard, such bids shall be presumed to be collusive. Related parties shall mean bidder or principals thereof that have a direct or indirect ownership interest in another bidder for the same contract or in which a parent company or the principals thereof of one bidder have a direct or indirect ownership interest in another bidder for the same contract. Bids found to be collusive shall be rejected. Bidders which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be annulled for default.

### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submission of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

### 3.7 INCURRED EXPENSES

This solicitation does not commit the County to award nor be responsible for any cost or expense which may be incurred by any bidder in preparing or submitting a bid, or any cost or expense incurred prior to the execution of a purchase order or contract. By submitting a bid, the bidder also agrees that the County bears no responsibility for any costs of the bidder associated with any administrative or judicial proceedings resulting from this solicitation process.

### 3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials needed to fulfill contractual obligations with the County, nor is any vendor authorized to use the County Tax Exemptions for such purchases.

### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of a bid will be available for public inspection in compliance with

Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder should not submit any information which the bidder considers proprietary or confidential. The submission of any information to the County in connection with any solicitation shall be deemed conclusively to be a waiver of any protection from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

### 3.11 AWARD

- A. Unless otherwise allowed by statute or ordinance, award will be made to the lowest priced responsive and responsible bidder. The County reserves the right to reject any and all bids, to waive non-material irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all bids if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work is not amended.
- E. Award will only be made to firms that satisfy all legal requirements to do business with the County. The County may conduct a pre-award inspection of the bidder's site or conduct a pre-award qualification meeting to determine the responsibility and capacity of the bidder to perform. Award may be predicated on compliance with and submission of all required documents as stipulated in the solicitation.
- F. The bidder's performance as prime or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a responding bidder.
- G. The Director of Procurement Services will decide all tie bids in consonance with current written procedure in that regard.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do as provided for in the County's Purchasing Procedure Manual.

### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

### 3.14 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the

County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

#### 3.15 WARRANTY

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

#### 3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for bidder's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

#### 3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

#### 3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

#### 3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

#### 3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

#### 3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of the contract for default.

#### 3.22 RESPONSIBILITY AS EMPLOYER

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

#### 3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages,

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

#### 3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

#### 3.25 TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

#### 3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

#### 3.27 TERMINATION FOR DEFAULT

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

#### 3.28 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

#### 3.29 RIGHT TO AUDIT

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material

suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### 3.30 PUBLIC RECORDS/ COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records laws, and shall: 1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein. 2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. 4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### 3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### 3.32 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this ITB shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration application may be required prior to award of a contract. Any partnership submitting a bid in response to this ITB shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### 3.33 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for successful performance of the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of

the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

### 3.34 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### 3.35 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall release the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### 3.36 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the firm awarded the agreement may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

### 3.37 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

**ITB TITLE: Fuel Products: Gasoline – Diesel – Fuel – Kerosene – LP Gas – Bio-Diesel**

## NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the Vendor will be responsible for payment of taxes on all materials purchased by the Vendor for incorporation into the project (see provision 3.8 for further detail).**
- The Vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, Vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the Vendor has specifically agreed to this condition.
- Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential Vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a Vendor during the registration process.

**ACKNOWLEDGEMENT OF ADDENDA**

INSTRUCTIONS: Complete Part I or Part II, whichever applies

**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this ITB:

Addendum #1, Dated: February 28, 2014

Addendum #2, Dated: March 7, 2014

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**
 No Addendum was received in connection with this ITB.

## PRICING SECTION

This is an indefinite quantity contract with no maximum limitation on the quantity of product to be ordered. To ensure inclusion of consideration in the resulting contract document, and assuming adequate performance by the selected Vendor(s), the County does guarantee a minimum ordering quantity equating to a value of not less than \$50,000 under any contract resulting from this solicitation.

The County and participating Entities reserve the right to split a transport load between no more than two (2) locations without additional cost.

**Markup:** The Markup shall be noted on the Price Sheet as follows:

- Discount Markup – A Discount Markup shall be noted as a negative number, using either a minus sign “-xx” or enclosed within parentheses “(xx)”, i.e. “-.01” or “(.01)”.
- Markup – All other prices will be construed as a positive number for the Markup.

**Prices shall be per gallon for the Markup or Discount Markup.**

Pricing Example:

|  |         |
|--|---------|
| Current Rack/Pipeline charge as of February 21, 2014 | \$xx.xx |
| Handling/Transportation Fee Mark-up                  | .xx     |
| Vendor Administrative Margin Mark-up                 | .xx     |
| Tax #1   | .xx     |
| Tax #2   | .xx     |
| Tax #3   | .xx     |
| Tax #4   | .xx     |
| Tax #5   | .xx     |
| Tax #6   | .xx     |
| Tax #7   | .xx     |
| Tax #8   | .xx     |
| Tax #9   | .xx     |
| <hr/>  |         |
| Total Cost per Gallon                                | \$xx.xx |

Known taxes have been inserted in the following pricing forms for each product. Bidders may insert other applicable taxes on the lines provided. Examples of taxes include: State Sales Tax, FL Min Cnty Tax, Water Quality Tax, Coastal Protect Tax, Island Protect Tax, Oil Spill Tax, County Tax, Local Option Tax, etc.

**PRICE SHEET****Group One-Tank Wagon Loads**

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 1.   | <b>Unleaded Gasoline, 87 Octane</b>                  |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 2.8379                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .074                      |
|      | Vendor Administrative Margin Mark-up or down         | \$ .019                      |
|      | Tax #1 - State Motor Fuel Gas                        | \$ .17225                    |
|      | Tax #2 - Local Option Lake County                    | \$ .14200                    |
|      | Tax #3 - Florida Inspection Fee Net                  | \$ 0                         |
|      | Tax #4 - L.U.S.T. Gas Net                            | \$ .00100                    |
|      | Tax #5 - Pollution Gas Net                           | \$ .02200                    |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 1: 200,000 Gallons

Extended Price \$ 3,26815

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 2.   | <b>Unleaded Gasoline, 89 Octane</b>                  |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 2.969                     |
|      | Handling/Transportation Fee Mark-up or down          | \$ .074                      |
|      | Vendor Profit Administrative Mark-up or down         | \$ .019                      |
|      | Tax #1 - State Motor Fuel Gas                        | \$ .17225                    |
|      | Tax #2 - Local Option Lake County                    | \$ .14200                    |
|      | Tax #3 - Florida Inspection Fee Net                  | \$ 0                         |
|      | Tax #4 - L.U.S.T. Gas Net                            | \$ .00100                    |
|      | Tax #5 - Pollution Gas Net                           | \$ .02200                    |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 2: 45,000 Gallons

Extended Price \$ 3,39925

**PRICE SHEET****Group One-Tank Wagon Loads**

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 3.   | <b>Unleaded Gasoline, 92/93 Octane</b>               |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 3.2264                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .074                      |
|      | Vendor Administrative Margin Mark-up or down         | \$ .019                      |
|      | Tax #1 - State Motor Fuel Gas                        | \$ .17225                    |
|      | Tax #2 - Local Option Lake County                    | \$ .14200                    |
|      | Tax #3 - Florida Inspection Fee Net                  | \$ 0                         |
|      | Tax #4 - L.U.S.T. Gas Net                            | \$ .00100                    |
|      | Tax #5 - Pollution Gas Net                           | \$ .02200                    |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      |  |                              |
|      | <b>Total Cost per Gallon</b>                         | \$                           |

Total Estimated Quantity Item 3: 20,000 Gallons

Extended Price \$ 3.65665

**PRICE SHEET****Group Two-Transport Loads**

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 4.   | <b>Unleaded Gasoline, 87 Octane</b>                  |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 2.8379                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .019                      |
|      | Vendor Administrative Margin Mark-up or down         | \$ .005                      |
|      | Tax #1 - State Motor Fuel Gas                        | \$ .17225                    |
|      | Tax #2 - Local Option Lake County                    | \$ .14200                    |
|      | Tax #3 - Florida Inspection Fee Net                  | \$ 0                         |
|      | Tax #4 - L.U.S.T. Gas Net                            | \$ .00100                    |
|      | Tax #5 - Pollution Gas Net                           | \$ .02200                    |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      |  |                              |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 4: 330,000 Gallons

Extended Price \$ 3.19915

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 5.   | <b>Unleaded Gasoline, 89 Octane</b>                  |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 2.9690                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .019                      |
|      | Vendor Administrative Margin Mark-up or down         | \$ .005                      |
|      | Tax #1 - State Motor Fuel Gas                        | \$ .17225                    |
|      | Tax #2 - Local Option Lake County                    | \$ .14200                    |
|      | Tax #3 - Florida Inspection Fee Net                  | \$ 0                         |
|      | Tax #4 - L.U.S.T. Gas Net                            | \$ .00100                    |
|      | Tax #5 - Pollution Gas Net                           | \$ .02200                    |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      |  |                              |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 5: 12,000 Gallons

Extended Price \$ 3.33025

**PRICE SHEET****Group Two-Transport Loads**

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 6.   | <b>Unleaded Gasoline, 92/93 Octane</b>               |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 3.2264                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .019                      |
|      | Vendor Administrative Margin Mark-up or down         | \$ .005                      |
|      | Tax #1 - State Motor Fuel Gas                        | \$ .17225                    |
|      | Tax #2 - Local Option Lake County                    | \$ .14200                    |
|      | Tax #3 - Florida Inspection Fee Net                  | \$ 0                         |
|      | Tax #4 - L.U.S.T. Gas Net                            | \$ .00100                    |
|      | Tax #5 - Pollution Gas Net                           | \$ .02200                    |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      |  |                              |
|      | <b>Total Cost per Gallon</b>                         | \$                           |

Total Estimated Quantity Item 6: 1000 Gallons

Extended Price \$ 3.58765

**PRICE SHEET****Group Three- Tank Wagon Loads**

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 7.   | <b>Diesel, Ultra Low Sulfur</b>                      |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 3.4897                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .085                      |
|      | Vendor Administrative Margin Mark-up or down         | \$ .01                       |
|      | Tax #1 - State Motor Fuel Diesel                     | \$ .17100                    |
|      | Tax #2 - Local Option Diesel Lake Net                | \$ .14200                    |
|      | Tax #3 - L.U.S.T. Diesel Net                         | \$ .00100                    |
|      | Tax #4 - Pollution Diesel Net                        | \$ .02200                    |
|      | Tax #5 - insert description:                         | \$                           |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      |  |                              |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 7: 120,000 Gallons

Extended Price \$ 3.9207

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 8.   | <b>Diesel, High Sulfur-Off Road</b>                  |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 3.4909                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .085                      |
|      | Vendor Administrative Margin Mark-up or down         | \$ .01                       |
|      | Tax #1 - L.U.S.T. Diesel Net                         | \$ .00100                    |
|      | Tax #2 - Pollution Diesel Net                        | \$ .02200                    |
|      | Tax #3 - insert description:                         | \$                           |
|      | Tax #4 - insert description:                         | \$                           |
|      | Tax #5 - insert description:                         | \$                           |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      |  |                              |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 8: 90,000 Gallons

Extended Price \$ 3.6089

**PRICE SHEET****Group Four- Transport Loads**

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 9.   | <b>Diesel, Ultra Low Sulfur</b>                      |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 3.4897                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .012                      |
|      | Vendor Profit Administrative Mark-up or down         | \$ .011                      |
|      | Tax #1 - State Motor Fuel Diesel                     | \$ .17100                    |
|      | Tax #2 - Local Option Diesel Lake Net                | \$ .14200                    |
|      | Tax #3 - L.U.S.T. Diesel Net                         | \$ .00100                    |
|      | Tax #4 - Pollution Diesel Net                        | \$ .02200                    |
|      | Tax #5 - insert description:                         | \$                           |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      |  |                              |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 9: 300,000 Gallons

Extended Price \$ 3.8487

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 10.  | <b>Diesel, High Sulfur-Off Road</b>                  |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 3.4909                    |
|      | Handling/Transportation Fee Mark-up or down          | \$ .012                      |
|      | Vendor Administrative Margin Mark-up or down         | \$ .011                      |
|      | Tax #1 - L.U.S.T. Diesel Net                         | \$ .00100                    |
|      | Tax #2 - Pollution Diesel Net                        | \$ .02200                    |
|      | Tax #3 - insert description:                         | \$                           |
|      | Tax #4 - insert description:                         | \$                           |
|      | Tax #5 - insert description:                         | \$                           |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      |  |                              |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 10: 10,000 Gallons

Extended Price \$ 3.5369

**PRICE SHEET****Group Five- Tank Wagon Loads**

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 11.  | <b>Kerosene</b>                                      |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ 3,264                     |
|      | Handling/Transportation Fee Mark-up or down          | \$ .08                       |
|      | Vendor Administrative Margin Mark-up or down         | \$ .05                       |
|      | Tax #1 - State Motor Fuel Kero Net                   | \$ 106900                    |
|      | Tax #2 - L.U.S.T. Kero Net                           | \$ 100100                    |
|      | Tax #3 - Pollution Kero                              | \$ 102200                    |
|      | Tax #4 - Florida Inspection Fee Net                  | \$                           |
|      | Tax #5 - insert description:                         | \$                           |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 11: 300 Gallons

Extended Price \$ 3.486

**Group Six- Tank Wagon Loads**

| Item | Description  | Markup (+) or (-) per Gallon |
|------|--|------------------------------|
| 12.  | <b>LP Gas</b>  |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014 | \$ N/A                       |
|      | Handling/Transportation Fee Mark-up or down          | \$                           |
|      | Vendor Administrative Margin Mark-up or down         | \$                           |
|      | Tax #1 - insert description:                         | \$                           |
|      | Tax #2 - insert description:                         | \$                           |
|      | Tax #3 - insert description:                         | \$                           |
|      | Tax #4 - insert description:                         | \$                           |
|      | Tax #5 - insert description:                         | \$                           |
|      | Tax #6 - insert description:                         | \$                           |
|      | Tax #7 - insert description:                         | \$                           |
|      | Tax #8 - insert description:                         | \$                           |
|      | Tax #9 - insert description:                         | \$                           |
|      | Total Cost per Gallon                                | \$                           |

Total Estimated Quantity Item 12: 300 Gallons

Extended Price \$ N/A

### Group Seven- Tank Wagon Loads

| Item | Description   | Markup (+) or (-) per Gallon |
|------|---|------------------------------|
| 13.  | <b>Bio-Diesel</b>                                     |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014  | \$ 3.4897                    |
|      | Handling/Transportation Fee Mark-up or down           | \$ .085                      |
|      | Vendor Administrative Margin Mark-up or down          | \$ .035                      |
|      | Tax #1 - State Motor Fuel Diesel Net                  | \$ .17100                    |
|      | Tax #2 - Local Option DSL Lake Net                    | \$ .14200                    |
|      | Tax #3 - L.U.S.T. Diesel Net                          | \$ .00100                    |
|      | Tax #4 - Pollution Diesel Net                         | \$ .02200                    |
|      | Tax #5 - insert description:                          | \$                           |
|      | Tax #6 - insert description:                          | \$                           |
|      | Tax #7 - insert description:                          | \$                           |
|      | Tax #8 - insert description:                          | \$                           |
|      | Tax #9 - insert description:                          | \$                           |
|      |   |                              |
|      | Total Cost per Gallon (quantity unknown at this time) | \$ 3.9457                    |

### Group Eight - Transport Loads

| Item | Description   | Markup (+) or (-) per Gallon |
|------|---|------------------------------|
| 14.  | <b>Bio-Diesel</b>                                     |                              |
|      | Current Rack/Pipeline charge as of February 21, 2014  | \$ 3.4897                    |
|      | Handling/Transportation Fee Mark-up or down           | \$ .01                       |
|      | Vendor Administrative Margin Mark-up or down          | \$ (-.015)                   |
|      | Tax #1 - State Motor Fuel Diesel Net                  | \$ .17100                    |
|      | Tax #2 - Local Option DSL Lake Net                    | \$ .14200                    |
|      | Tax #3 - L.U.S.T. Diesel Net                          | \$ .00100                    |
|      | Tax #4 - Pollution Diesel Net                         | \$ .02200                    |
|      | Tax #5 - insert description:                          | \$                           |
|      | Tax #6 - insert description:                          | \$                           |
|      | Tax #7 - insert description:                          | \$                           |
|      | Tax #8 - insert description:                          | \$                           |
|      | Tax #9 - insert description:                          | \$                           |
|      |   |                              |
|      | Total Cost per Gallon (quantity unknown at this time) | \$ 3.8207                    |

**Additional / Alternate Item(s)**

| Item | Description                        | Unit Price              |
|------|------------------------------------|-------------------------|
| 15.  | <b>Tank</b> (See Section 1.35)     |                         |
|      | Five Hundred (500) Gallon Capacity | \$ 300.00 Delivery Fee  |
|      | Other Capacity: 2000 Gallons       | \$ 1000.00 Delivery Fee |
|      | Other Capacity: 12000 Gallons      | \$ 3000.00 Delivery Fee |
|      | Other Capacity: _____ Gallons      | \$ _____                |
|      |                                    |                         |

**Group Nine – Option for On-Site Transport Trailers in an Emergency Situation**

Bidders shall provide the daily price for limited basis availability of empty transport trailers and left at protected County facilities to serve as emergency fuel supplies: Example \$ 1.00 per trailer/per day.

Fuel types to be determined and charged per contract pricing.

2,000 to 4,000 Gallon Trailer @ \$ 200.00 per day

4,000 to 6,000 Gallon Trailer @ \$ 250.00 per day

6,000 to 8,000 Gallon Trailer @ \$ 400.00 per day

Additional sizes may be added here:

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**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 14-0618

ALL PRICES ON THE BID SHEET SHALL BE FIGURED AS STATED IN THE DETAILED SPECIFICATIONS. COMPLETE THE FOLLOWING INFORMATION AS WELL:

1. SHIP TO ADDRESS: \_\_\_\_\_ INVOICE TO: \_\_\_\_\_  
As required on each order by each entity As required on each order by each entity
2. Name and telephone of person to contact for emergency service:  
Name: Michael Griffith  
Telephone/Cell/Pager Numbers: 813-751-7703
3. Disaster assistance:  
Name: Michael Griffith  
Home Telephone/Cell/Pager Number 813-751-7703
4. Exceptions/Additions to specifications (If yes, provide specific detail with initial response):  
Yes \_\_\_\_\_ No
5. Will your firm accept Visa Purchasing Cards, Wire Transfers or E-Payable form of payment?  
Yes  No \_\_\_\_\_  
Discount (if any) for the above payment types: \_\_\_\_\_ %  
If E Payable would be acceptable please note a contact person/telephone number to set up payment information: N/A
6. Calendar days required to commence contract: 0 days
7. Back Order Haul Charge  
NONE
8. Minimum order (If Any) NONE
9. Handling fee if less than minimum order 0

.....  
**By Signing this Bid the Bidder Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned Vendor acknowledges that award of a contract may be contingent upon a determination by the County that the Vendor has the capacity and capability to successfully perform the contract.
- The bidder hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this bid document and any contract(s) and/or other transactions required by award of this solicitation.

**SECTION 4 – PRICING/ CERTIFICATIONS/ SIGNATURES**

ITB Number: 14-0618

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local Vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding Vendor (city/state): Groveland, FL
2. Does the responding Vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If "yes" is checked, provide supporting detail:

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid proposal for the same services, and is in all respects fair and without collusion or fraud.

DUNS Number (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Bid Signature:**

Firm Name: Port Consolidated Inc.  
 Street Address: 5007 Denver St Tampa, FL 33619  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: 813-751-7703 Fax No.: 813-248-5908 E-mail: mgriffith@portconsolidated.com  
 FEIN No. 59-1173293 Prompt Payment Terms: - % - days, incl -  
 Signature: [Signature] Date: 3/28/14  
 Print Name: N. MICHAEL GRIFFITH Title: Vice President

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified Vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- Sole Vendor  Pre-qualified pool Vendor based on price  
 Pre-qualified pool Vendor (spot bid)  Primary Vendor for items: \_\_\_\_\_  
 Secondary Vendor for items: \_\_\_\_\_  Other status: \_\_\_\_\_

Signature of authorized County official: [Signature] Date: 5-6-14  
 Printed name: Donna G Williams Title: Senior Contracting Officer

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Reference Form**

**Attachment 2: Delivery Site Locations / Points of Contact for each Entity**

**Attachment 3: Bid Submittal Checklist**

ATTACHMENT 1 – REFERENCES

*See attached sheet*

|                    |  |
|--------------------|--|
| Agency             |  |
| Address            |  |
| City, State, ZIP   |  |
| Contact Person     |  |
| Telephone          |  |
| Date(s) of Service |  |
| Type of Service    |  |
| Comments:          |  |

|                    |  |
|--------------------|--|
| Agency             |  |
| Address            |  |
| City, State, ZIP   |  |
| Contact Person     |  |
| Telephone          |  |
| Date(s) of Service |  |
| Type of Service    |  |
| Comments:          |  |

|                    |  |
|--------------------|--|
| Agency             |  |
| Address            |  |
| City, State, ZIP   |  |
| Contact Person     |  |
| Telephone          |  |
| Date(s) of Service |  |
| Type of Service    |  |
| Comments:          |  |

## ATTACHMENT 2 - DELIVERY SITE LOCATIONS

| LOCATION   | TANK SIZE / TYPE FUEL<br>GASOLINE | TANK SIZE / TYPE FUEL<br>DIESEL |
|--|-----------------------------------|---------------------------------|
| <b><u>ASTATULA, TOWN OF</u></b>  |                                   |                                 |
| Behind Community Building<br>25025 Kirkwood Avenue<br>Contact: Kitty Cooper<br>Telephone: 352.742.1100<br>Operating Hours 7:00 am to 4:00 pm           | 500<br>87 Octane                  | 500<br>Ultra Low Sulfur         |
| <b><u>CLERMONT, CITY OF</u></b>  |                                   |                                 |
| Public Services<br>400 12 <sup>th</sup> Street<br>Contact: Stoncy Brunson<br>Telephone: 352.394.7177<br>Operating Hours 8:00 am to 5:00 pm             | 475<br>Non-Ethanol                | 10,000<br>Ultra Low Sulfur      |
| Utilities-Site 1<br>3335 S Hancock Road<br>Contact: James Kinzler<br>Telephone: 352.241.0178<br>Operating Hours 8:00 am to 5:00 pm                     | 5,000<br>87 Octane                | 5,000<br>Ultra Low Sulfur       |
| Operations Building-Utilities-Site 2<br>3335 S Hancock Road<br>Contact: James Kinzler<br>Telephone: 352.241.0178<br>Operating Hours 7:30 am to 4:00 pm |                                   | 6,000<br>High Sulfur-Off Road   |
| Utilities<br>15100 Sunburst Lane<br>Contact: James Kinzler<br>Telephone: 352.241.0178<br>Operating Hours 7:30 am to 4:00 pm                            |                                   | 5,000<br>High Sulfur-Off Road   |
| Utilities-Site 3<br>3335 S Hancock Road<br>Contact: James Kinzler<br>Telephone: 352.241.0178<br>Operating Hours 7:30 am to 4:00 pm                     |                                   | 6,000<br>High Sulfur-Off Road   |

**SECTION 5 – ATTACHMENTS**

ITB Number: 14-0618

Utilities 8,000  
15512 Charter Oak Trail High Sulfur-Off Road  
Contact: James Kinzler  
Telephone: 352.241.0178  
Operating Hours 7:30 am to 4:00 pm

**EUSTIS, CITY OF**

Ardice Water Treatment Plant 2,000  
400 Ardice Street Ultra Low Sulfur  
Contact: Katie Wilkins  
Telephone: 352.357.5618  
Operating Hours 7:30 am to 4:30 pm

Wastewater 2,000 (Generator)  
801 Bates Avenue Ultra Low Sulfur  
Contact: Rick Houben 500 (Equipment)  
Telephone: 352.357.3777 High Sulfur-Off Road  
Operating Hours 7:30 am to 4:30 pm

Wastewater, Sorrento 1,000 (Generator)  
33840 Cardinal Lane Ultra Low Sulfur  
Contact: Rick Houben  
Telephone: 352.357.3777  
Operating Hours 7:30 am to 4:30 pm

CR 44 Water Treatment Plant 2,000  
3351 County Road 44A Ultra Low Sulfur  
Contact: Katie Wilkins  
Telephone: 352.357.5618  
Operating Hours 7:30 am to 4:30 pm

Haselton Water Treatment Plant 1,000  
700 Haselton Street Ultra Low Sulfur  
Contact: Katie Wilkins  
Telephone: 352.357.5618  
Operating Hours 7:30 am to 4:30 pm

Eastern Water Treatment Plant, Sorrento 1,500  
33840 Cardinal Lane Ultra Low Sulfur  
Contact: Katie Wilkins  
Telephone: 352.357.5618  
Operating Hours 7:30 am to 4:30 pm

**SECTION 5 – ATTACHMENTS**

ITB Number: 14-0618

Heathrow Water Treatment Plant, Sorrento  
 25404 Camino Court  
 Contact: Katie Wilkins  
 Telephone: 352.357.5618

1,000  
 Ultra Low Sulfur

Grand Island Water Treatment Plant, Grand Island  
 3525 Grand Island Shore Road  
 Contact: Katie Wilkins  
 Telephone: 352.357.5618  
 Operating Hours 7:30 am to 4:30 pm

1,000  
 Ultra Low Sulfur

Bates Water Treatment Plant  
 901 Bates Avenue  
 Contact: Katie Wilkins  
 Telephone: 352.357.5618  
 Operating Hours 7:30 am to 4:30 pm

500  
 Ultra Low Sulfur

Public Works  
 400 Morin Street  
 Contact: Robin Ward  
 Telephone: 352.357.2414  
 Operating Hours 6:30 am to 3:30 pm

500  
 Ultra Low Sulfur

**LADY LAKE, TOWN OF**

Town Hall  
 409 Fennell  
 Contact: Ted Williams  
 Telephone: 352.636.2229  
 Operating Hours 7:00 am to 3:00 pm

6,000  
 89 Octane  
 "NO ETHANOL"

2,200  
 High Sulfur-Off Road

Public Works  
 Maintenance Shop  
 136 Skyline Drive  
 Contact: Ted Williams  
 Telephone: 352.636.2229  
 Operating Hours 7:00 am to 3:00 pm

500  
 High Sulfur-Off Road  
 2,000  
 Low Sulfur

Well # 1  
 126 Clay Avenue  
 Contact: Ted Williams  
 Telephone: 352.636.2229  
 Operating Hours 7:00 am to 3:00 pm

500  
 High Sulfur-Off Road

**SECTION 5 -- ATTACHMENTS**

ITB Number: 14-0618

|  |                               |
|--|-------------------------------|
| Well # 2<br>142 Shenandoah Avenue<br>Contact: Ted Williams<br>Telephone: 352.636.2229<br>Operating Hours 7:00 am to 3:00 pm            | 250<br>High Sulfur-Off Road   |
| Well # 3<br>150 Skyline Drive<br>Contact: Ted Williams<br>Telephone: 352.636.2229<br>Operating Hours 7:00 am to 3:00 pm                | 2,000<br>High Sulfur-Off Road |
| Lift Station # 1<br>327 Oak St<br>Contact: Ted Williams<br>Telephone: 352.751.1526<br>Operating Hours 7:00 am to 3:00 pm               | 1,100<br>High Sulfur-Off Road |
| Lift Station # 4<br>704 US Hwy 441<br>Contact: Ted Williams<br>Telephone: 352.636.2229<br>Operating Hours 7:00 am to 3:00 pm           | 700<br>High Sulfur-Off Road   |
| Waste Water Treatment Plant<br>Skyline Drive<br>Contact: Ted Williams<br>Telephone: 352.636.2229<br>Operating Hours 7:00 am to 3:00 pm | 900<br>High Sulfur-Off Road   |

**LEESBURG, CITY OF**

|  |  |   |
|--|--|---|
| Police Complex<br>115 East Magnolia Street<br>Contact: Susan Hatcher<br>Telephone: 352.728.9877<br>Hours of Operation: 7:00 am to 5:00 pm            | 12,000<br>87 Octane                      | 12,000<br>Ultra Low Sulfur                              |
| Municipal Operations Center<br>2010 West Griffin Road<br>Contact: Susan Hatcher<br>Telephone: 352.728.9877<br>Hours of Operation: 7:00 am to 5:00 pm | 5000<br>87 Octane<br>10,000<br>87 Octane | 7,000<br>Ultra Low Sulfur<br>10,000<br>Ultra Low Sulfur |

**SECTION 5 – ATTACHMENTS**

EIR Number: 14-0618

|  |                                    |                             |
|--|------------------------------------|-----------------------------|
| Fire Station #3<br>9400 Veterans Road<br>Contact: Susan Hatcher<br>Telephone: 352.728.9877<br>Hours of Operation: 7:00 am to 5:00 pm                     |                                    | 1,000<br>Ultra Low Sulfur   |
| Venetian Cove Marina (Retail Sale)<br>250 Ballpark Road<br>Contact: Maureen Goodman<br>Telephone: 352.728.0901<br>Hours of Operation: 8:00 am to 4:00 pm | 4,000<br>89 Octane<br>"NO ETHANOL" | 400<br>High Sulfur-Off Road |

**MOUNT DORA, CITY OF**

|  |                    |                           |
|--|--------------------|---------------------------|
| 1250 North Highland Road<br>Contact: John Bruce<br>Telephone: 352.735.7176<br>Operating Hours 7:30 am to 4:30 pm | 4,000<br>87 Octane | 6,000<br>Ultra Low Sulfur |
|--|--------------------|---------------------------|

**LAKE COUNTY BOARD OF COUNTY COMMISSIONERS**

|   |                               |  |
|---|-------------------------------|--|
| County Fuel Annex, Tavares<br>13130 County Landfill Road<br>Contact: Teresa Harrison<br>Telephone: 352.742.3980<br>Operating Hours 7:00 am to 5:30 pm | 20,000<br>87 Octane           | 33,165<br>Ultra Low Sulfur                               |
| Fleet Garage, Leesburg<br>2300 West Griffin Road<br>Contact: Teresa Harrison<br>Telephone: 352.742.3980<br>Operating Hours 7:00 am to 5:30 pm         | 2 Tanks-500 each<br>87 Octane | 2000<br>Ultra Low Sulfur<br>500<br>High Sulfur-Off Road  |
| Public Safety<br>Fire Station 10, Astor<br>23023 SR 40<br>Contact: Capt. Steve Racc<br>Telephone: 352.343.9458  |                               | 500<br>Road Approved<br>Diesel<br>(On site)              |
| Public Safety<br>Fire Station 15, Hustis / Pine Lakes<br>40601 Palm Drive<br>Contact: Capt. Steve Racc<br>Telephone: 352.343.9458                     |                               | 500<br>Road Approved<br>Diesel<br>Electronic fuel system |

**SECTION 5 – ATTACHMENTS**

ITB Number: 14-0618

|   |  |  |
|---|--|--|
| Public Safety<br>Fire Station 39, Sorrento<br>31431 Walton Heath Avenue<br>Contact: Capt. Steve Race<br>Telephone: 352.343.9458                         |  | 500<br>Ultra Low Sulfur  |
| Public Safety<br>Fire Station 71, Leesburg<br>11305 Park Avenue<br>Contact: Capt. Steve Race<br>Telephone: 352.343.9458                                 | 500<br>87 Octane                       | 500<br>Ultra Low Sulfur  |
| Public Safety<br>Fire Station 77, Astatula<br>25028 Kirkwood Avenue<br>Contact: Capt. Steve Race<br>Telephone: 352.343.9458                             | 500<br>87 Octane                       | 500<br>Ultra Low Sulfur  |
| Public Safety<br>Fire Station 109, Clermont<br>11630 Lakeshore Drive<br>Contact: Capt. Steve Race<br>Telephone: 352.343.9458                            | 500<br>87 Octane                       | 500<br>Ultra Low Sulfur  |
| PW-Landfill, Tavares<br>13130 County Landfill Road<br>Contact: Teresa Harrison<br>Telephone: 352.742.3980<br>Operating Hours 7:30 am to 5:00 pm         |  | 500<br>Dyed Red Diesel*<br>Est. 1-2 loads/week<br>Delivery next<br>working day from call |
| PW-Maintenance Area II, Minneola<br>609 Disston Avenue<br>Contact: Teresa Harrison<br>Telephone: 352.742.3980<br>Operating Hours 7:00 am to 5:30 pm     | 5,000<br>87 Octane<br>500<br>87 Octane | 2,000<br>Ultra Low Sulfur<br>500<br>High Sulfur-Off Road                                 |
| PW-Maintenance Area III, Umatilla<br>19720 East 5th Street<br>Contact: Teresa Harrison<br>Telephone: 352.742.3980<br>Operating Hours 7:00 am to 5:30 pm | 2 Tanks-500 each<br>87 Octane          | 2,000<br>Ultra Low Sulfur<br>500<br>High Sulfur-Off Road                                 |

**SECTION 5 – ATTACHMENTS**

ITB Number: 14-0618

|   |  |                         |
|---|--|-------------------------|
| E11-Mosquito Management, Tavares<br>401 South Bloxham Avenue<br>Contact: Debbie Miller<br>Telephone: 352.343,9419<br>Operating Hours 8:00 am to 4:00 pm | 2,000<br>87 Octane<br>2,000<br>93 Octane | 500<br>Ultra Low Sulfur |
|---|--|-------------------------|

**LAKE COUNTY SCHOOL BOARD**

|  |                  |                            |
|--|------------------|----------------------------|
| North Lake Lot, Eustis<br>310 W Taylor Avenue<br>Contact: Randy Belton<br>Telephone: 352.516.4745<br>Operating Hours 6:00 am to 4:00 pm with one hour notification | 500<br>87 Octane | 10,000<br>Ultra Low Sulfur |
|--|------------------|----------------------------|

|  |       |                  |
|--|-------|------------------|
| Mount Dora Lot, Mount Dora<br>700 N Highland Avenue<br>Contact: Randy Belton<br>Telephone: 352.516.4745<br>Operating Hours 6:00 am to 4:00 pm with one hour notification | 4,000 | Ultra Low Sulfur |
|--|-------|------------------|

|   |                    |                            |
|---|--------------------|----------------------------|
| Leesburg Lot, Leesburg<br>400 McCormack Street<br>Contact: Randy Belton<br>Telephone: 352.516.4745<br>Operating Hours 6:00 am to 4:00 pm with one hour notification | 3,000<br>87 Octane | 10,000<br>Ultra Low Sulfur |
|---|--------------------|----------------------------|

|  |        |                  |
|--|--------|------------------|
| Tavares Lot, Tavares<br>29529 SR 19<br>Contact: Randy Belton<br>Telephone: 352.516.4745<br>Operating Hours 6:00 am to 4:00 pm with one hour notification | 10,000 | Ultra Low Sulfur |
|--|--------|------------------|

|  |                    |                            |
|--|--------------------|----------------------------|
| Lake Ridge Bus Lot, Clermont<br>20265 US Hwy 27 North, Clermont<br>Contact: Randy Belton<br>Telephone: 352.516.4745<br>Operating Hours 6:00 am to 4:00 pm with one hour notification | 4,000<br>87 Octane | 10,000<br>Ultra Low Sulfur |
|--|--------------------|----------------------------|

|  |                    |                            |
|--|--------------------|----------------------------|
| Groveland Bus Lot, Groveland<br>601 Gadson St., Groveland<br>Contact: Randy Belton<br>Telephone: 352.516.4745<br>Operating Hours 6:00 am to 4:00 pm with one hour notification | 4,000<br>87 Octane | 10,000<br>Ultra Low Sulfur |
|--|--------------------|----------------------------|

**SECTION 5 – ATTACHMENTS**

FTB Number: 14-0618

Warehouse/Grounds, Tavares 1,000  
29529 CR 561 87 Octane  
Contact: Randy Belton  
Telephone: 352.516.4745  
Operating Hours 6:00 am to 4:00 pm with one hour notification

**LAKE COUNTY SHERIFF'S OFFICE**

Maintenance Garage, Eustis 3,000 300  
1925 E McDonald Street 87 Octane Ultra Low Sulfur  
Contact: Ray Nichols  
Telephone: 352. 357.6633  
Operating Hours 7:00 am to 5:00 pm

**EMERGENCY GENERATORS**

**LAKE COUNTY BOARD OF COUNTY COMMISSIONERS**

Generator sites orders will be placed on an as needed basis. Lake County will do its best to group together for delivery purposes or put on a "Keep Full Program" due to locations or sensitivity.

**EMERGENCY GENERATORS, DIESEL FUELED**

Government Buildings  
Contact: Tom Elmore  
Telephone: 352-343.9760 or 352.267.4196  
Operating Hours 8:00 am to 5:00 pm

Main Jail, 551 W Main St, Tavares 2,000  
Prelude, 551 W Main St, Tavares 500  
Sheriff's Adm. Bldg, 360 Ruby St, Tavares 1,000  
BCC Adm. Bldg. and Historical CH, 315 W Main St, Tavares 1,000  
Facilities, 34200 County Road 473, Leesburg 300  
Justice Center, 550 W Main St, Tavares 200  
Public Defender, 123 N Sinclair, Tavares 120  
Public Works, 437 Ardice Avenue, Eustis 300  
Environmental Services, Landfill Road, Tavares 50  
Tax Collector, 320 W Main St, Tavares 200  
Central Energy Plant, 435 W Alfred St, Tavares 8000

**SECTION 5 – ATTACHMENTS**

ITB Number: 14-0618

**Fire Stations**

Contact: Capt. Steve Race

Telephone: 352.343.9458

Operating Hours 8:00 am to 5:00 pm

|             |                                  |     |
|-------------|----------------------------------|-----|
| Station-10  | 23023 SR40, Astor                | 390 |
| Station-15  | 40601 Palm Drive, Eustis         | 300 |
| Station-21  | 25100 CR44A, Eustis              | 300 |
| Station-27  | 19212 SR44, Eustis               | 20  |
| Station-39  | 31431 Walton Heath Ave, Sorrento | 300 |
| Station-52  | 306 W. Hermosa St, Lady Lake     | 359 |
| Station-54  | 6200 Lake Griffin Rd, Lady Lake  | 300 |
| Station-71  | 11305 Park Ave, Leesburg         | 50  |
| Station-72  | 12340 CR44, Leesburg             | 300 |
| Station-76  | 8819 CR 48, Yalaha               | 300 |
| Station-77  | 25028 Kirkwood Ave, Astatula     | 25  |
| Station-78  | 16345 CR 448, Mount Dora         | 300 |
| Station-109 | 11630 Lakeshore Dr, Clermont     | 300 |
| Station-110 | 6234 CR 561, Clermont            | 300 |
| Station-111 | 8805 Bay Lake Rd, Groveland      | 260 |
| Station-112 | 16240 CR 474, Clermont           | 390 |

**LAKE COUNTY BOARD OF COUNTY COMMISSIONERS****EMERGENCY GENERATORS, LP GAS FUELED**

LP Tank Size

**Radio Tower Sites**

Contact: Rob Richardson

Telephone: 352.742.5270

|                        |                                   |     |
|------------------------|-----------------------------------|-----|
| Astatula Tower:        | 26312 CR 561, Astatula            | 500 |
| Astor Tower:           | 23025 SR 40, Astor                | 500 |
| Buckhill Tower:        | 21923 South Buckhill Rd, Clermont | 500 |
| Groveland Tower:       | 12331 Dry Fork Rd, Groveland      | 500 |
| Lady Lake Tower:       | 1113 Teal Lane, Lady Lake         | 500 |
| Minneola Tower:        | 18250 Scrub Jay Lane, Minneola    | 500 |
| Orange Mtn Tower:      | 8325 North Bradshaw Rd, Clermont  | 500 |
| Progress Energy Tower: | 14237 SR 50, Clermont             | 500 |
| Royal Trails Tower:    | 43320 Redlands Rd, Eustis         | 500 |
| Sorrento Tower:        | 27020 CR 46A, Sorrento            | 500 |
| Station 112 Tower:     | 16300 CR 474, Clermont            | 500 |
| Station 13 Tower:      | 25316 CR 42, Paisley              | 500 |
| Mt Dora WWTP Tower:    | 1870 SR 46, Mt Dora               | 500 |
| Tavares Water Tower:   | 316 N. Ingraham Ave, Tavares      | 500 |
| Umatilla SBA Tower:    | 19430 East Third St, Umatilla     | 500 |
| Countywide Radio Shop: | 15839 Old US Hwy 441, Tavares     | 500 |

**LAKE COUNTY SCHOOL BOARD**

**EMERGENCY GENERATORS, DIESEL FUELED**

Generator site orders will be placed on an as needed basis.  
Contact: Randy Belton  
Telephone: 352.516.4745  
Operating Hours 6:00 am to 4:00 pm with one hour notification

Low Sulfur

|  |     |
|--|-----|
| Astatula Elementary, 13925 Florida Ave               | 300 |
| Astatula Sewage Treatment Plant, 13925 Florida Ave   | 200 |
| Leesburg Elementary, 2229 South Street               | 300 |
| Lost Lake Elementary, 1901 Johns Lake Rd, Clermont   | 300 |
| Pine Ridge Elementary, 10245 CR 561, Clermont        | 300 |
| Round Lake Elementary, 31333 Round Lake Rd, Mt Dora  | 300 |
| Umatilla Elementary, 401 Lake St                     | 300 |
| Villages Elementary, 695 Rolling Acres Rd, Lady Lake | 300 |
| Windy Hills Middle, 3575 Hancock Rd, Clermont        | 300 |

**LAKE EMS**

**EMERGENCY GENERATORS, DIESEL FUELED**

“Orders will be placed on an as needed basis.”  
Contact: Glen Pope  
Telephone: 352.326.0535, ext. 405  
Email: [gpope@lakeems.org](mailto:gpope@lakeems.org)  
Operating Hours 8:00 am to 5:00 pm

Support Services, 2345 S 14<sup>th</sup> St, Leesburg 1000

**ATTACHMENT 3 – BID CHECKLIST**

(For vendor's use in preparing bid submittal-this form does not need to be submitted)

- 1) Bid submittal is enclosed in an opaque envelope properly addressed with vendor's name and address and identified as "Bid # 14-0618" Yes  No
- 2) Complete bid document (pgs. 1-54) is included in the submittal with all required sections completed Yes  No
- 3) Copy of the rack/pipeline average for February 21, 2014 is included in the bid submittal to verify prices for each type of fuel product bid (See Section 1.3) Yes  No
- 4) Proof of Insurability (See Section 1.8) Yes  No
- 5) Acknowledgement of Addenda (if any) (pg. 28 or individual Addendum form) Yes  No
- 6) Emergency situation capability plan and process (See Section 1.10.1) Yes  No
- 7) Statements of any exceptions/additions from the technical specifications (See Section 1.37) Yes  No
- 8) Copy of Vendor's Fuel Protection Plan Yes  No
- \* 9) Copy of your State of Florida Calibration Certificate Yes  No
- 10) One original, five (5) hard copies, and one copy on CD or flash drive of complete bid submittal Yes  No

\* Each piece of equipment has State of Florida calibration certificate in vehicle



**LAKE COUNTY**  
FLORIDA

OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 441  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: 352) 343-9473

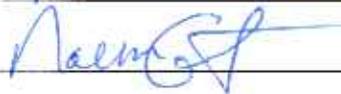
**ADDENDUM NO. 1**  
**February 28, 2014**

**ITB 14-0618**  
**FUEL PRODUCTS**  
**GASOLINE - DIESEL - KEROSENE - LP GAS - BIO DIESEL**

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids.

The purpose of this addendum is to modify the estimated quantity for Item 9, Ultra Low Sulfur Diesel, in Group 4 (Transport Loads), on page 35 of the price sheet. The estimated quantity for this item is hereby modified from 300,000 gallons to 938,000 gallons. All quantities given in the ITB document are estimates only, and not a guaranteed quantity for any one product.

Firm Name: PORT CONSOLIDATED Date: 3/26/14  
Signature:  Title: VICE PRESIDENT  
Typed/Printed Name: W. MICHAEL GRIFFITH



# LAKE COUNTY

## FLORIDA

OFFICE OF PROCUREMENT SERVICES  
315 WEST MAIN STREET, SUITE 441  
PO BOX 7800  
TAVARES FL 32778-7800

PHONE: (352) 343-9839  
FAX: 352) 343-9473

### ADDENDUM NO. 2 March 7, 2014

#### ITB 14-0618 FUEL PRODUCTS GASOLINE – DIESEL – KEROSENE - LP GAS - BIO DIESEL

It is the vendor's responsibility to ensure their receipt of all addenda, and to clearly acknowledge all addenda within their initial bid or proposal response. Acknowledgement may be confirmed either by inclusion of a signed copy of this addendum with the initial bid or proposal response, or by completion and return of the addendum acknowledgement section of the solicitation. Failure to acknowledge each addendum may prevent the bid or proposal from being considered for award.

This addendum does not change the date for receipt of bids or proposals.

The purpose of this addendum is to address questions received to date. Questions regarding this solicitation are due by March 26, 2014.

**Question 1:** Do the full transport loads require metered tickets or will a bill of lading from terminal suffice? Typically the certificate of calibration is for tankwagons and we will be bidding upon the transport loads?

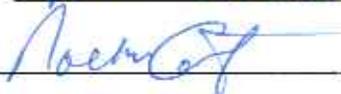
**Answer 1:** No, full transport loads will not require metered tickets; an appropriate bill of lading will be acceptable.

**Question 2:** We currently do not have an office located with Central Florida, but we do have the available staff to answer any questions during normal working hours. An after-hours dispatch member is also available as well. Will this be a cause for rejection?

**Answer 2:** Provision of fuel is an essential operation. The purpose of provision 1.20 is to help ensure timely response to any operational concern or emergency situation such as those described in ITB provision 1.10.1. Access to an "after-hours dispatch member" is not considered responsive to immediate solution of an emergency situation. Given that, the provision remains as stated.

**Question 3:** Will you accept up to 5% bio-diesel in your diesel fuel?

**Answer 3:** No, diesel fuel supplied under the contract cannot contain any percentage of bio-diesel.

Firm Name: PORT CONSOLIDATED Date: 3/26/14  
Signature:  Title: VICE PRESIDENT  
Typed/Printed Name: N. MICHAEL GRIFFITH

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
 \*\*OPIS GROSS CLEAR PRICES\*\*

9.0 RVP

|                 | Terms  | Unl | Move | Mid | Move | Pre    | Move   | Date  | Time  |
|-----------------|--------|-----|------|-----|------|--------|--------|-------|-------|
| Marathon        | b 1-10 | --- | ---  | --- | ---  | 328.38 | +10.35 | 02/20 | 18:00 |
| Marathon        | u N-10 | --- | ---  | --- | ---  | 324.10 | +10.25 | 02/20 | 18:00 |
| LOW RACK        |        | --- |      | --- |      | 324.10 |        |       |       |
| HIGH RACK       |        | --- |      | --- |      | 328.38 |        |       |       |
| RACK AVG        |        | --- |      | --- |      | 326.24 |        |       |       |
| BRD LOW RACK    |        | --- |      | --- |      | 328.38 |        |       |       |
| BRD HIGH RACK   |        | --- |      | --- |      | 328.38 |        |       |       |
| BRD RACK AVG    |        | --- |      | --- |      | 328.38 |        |       |       |
| UBD LOW RACK    |        | --- |      | --- |      | 324.10 |        |       |       |
| UBD HIGH RACK   |        | --- |      | --- |      | 324.10 |        |       |       |
| UBD RACK AVG    |        | --- |      | --- |      | 324.10 |        |       |       |
| CONT AVG-02/21  |        | --- |      | --- |      | 326.24 |        |       |       |
| CONT LOW-02/21  |        | --- |      | --- |      | 324.10 |        |       |       |
| CONT HIGH-02/21 |        | --- |      | --- |      | 328.38 |        |       |       |

\*\*OPIS CONTRACT BENCHMARK FILE\*\*  
 \*\*OPIS GROSS CPOB ETHANOL(10%) PRICES\*\*

9.0 RVP

|                   | Terms   | Unl    | Move   | Mid    | Move   | Pre    | Move   | Date  | Time  |
|-------------------|---------|--------|--------|--------|--------|--------|--------|-------|-------|
| Marathon          | b 1-10  | 278.48 | + 8.28 | 291.18 | + 8.28 | 316.57 | + 8.29 | 02/20 | 18:00 |
| MPC2              | b 1-10  | 278.48 | + 8.28 | 291.14 | + 8.28 | 316.46 | + 8.28 | 02/20 | 18:00 |
| BP                | b 1-10  | 279.64 | + 9.11 | 292.44 | + 9.11 | 317.64 | + 9.11 | 02/20 | 18:00 |
| Valero            | b 1-10  | 279.95 | +10.50 | 291.95 | +10.50 | 319.20 | +10.50 | 02/20 | 18:00 |
| Marathon          | u N-10  | 280.20 | + 9.00 | 292.53 | + 9.00 | 317.20 | + 9.00 | 02/20 | 18:00 |
| Shell             | b 1-10  | 281.11 | +11.41 | 292.73 | +11.42 | 318.48 | +11.41 | 02/20 | 18:00 |
| Citgo             | b 1-10  | 281.20 | +11.10 | 293.25 | +11.10 | 319.05 | +11.10 | 02/20 | 18:00 |
| XOM               | b 1-10  | 281.45 | +12.15 | 292.75 | +12.15 | 319.45 | +12.15 | 02/20 | 18:00 |
| Mystik            | b 1-12  | 281.58 | +11.10 | 294.13 | +11.10 | 318.43 | +11.10 | 02/20 | 18:00 |
| Chevron           | b 1t45c | 281.80 | +12.00 | 291.00 | +12.00 | 321.70 | +12.00 | 02/20 | 18:00 |
| Sunoco            | b 1-10  | 282.74 | +13.14 | 294.74 | +13.14 | 320.52 | +13.15 | 02/20 | 18:00 |
| Valero            | u N-10  | 283.65 | + 6.75 | 296.65 | + 6.75 | 323.65 | + 6.75 | 02/20 | 18:00 |
| Global            | u 1-10  | 286.51 | +12.58 | 295.00 | + 8.38 | 313.69 | + .77  | 02/21 | 00:01 |
| Shell             | u N-10  | 286.62 | +14.50 | 298.62 | +14.50 | 322.62 | +14.50 | 02/20 | 18:00 |
| TransMont         | u N-10  | 288.44 | +10.17 | 311.68 | +10.17 | 346.49 | +10.17 | 02/20 | 18:00 |
| Citgo             | u 1-10  | 288.80 | +12.20 | 302.40 | +12.20 | 329.80 | +12.20 | 02/20 | 18:00 |
| GULF-GIE          | u Net   | 289.85 | +14.00 | 304.20 | +14.00 | 329.85 | +14.00 | 02/20 | 18:00 |
| Vitol             | u N-10  | 297.80 | + 1.05 | 317.80 | + 1.05 | 337.80 | + 1.05 | 02/20 | 18:00 |
| LOW RACK          |         | 278.48 |        | 291.00 |        | 313.69 |        |       |       |
| HIGH RACK         |         | 297.80 |        | 317.80 |        | 346.49 |        |       |       |
| RACK AVG          |         | 283.79 |        | 296.90 |        | 322.64 |        |       |       |
| BRD LOW RACK      |         | 278.48 |        | 291.00 |        | 316.46 |        |       |       |
| BRD HIGH RACK     |         | 282.74 |        | 294.74 |        | 321.70 |        |       |       |
| BRD RACK AVG      |         | 280.64 |        | 292.53 |        | 318.65 |        |       |       |
| UBD LOW RACK      |         | 280.20 |        | 292.53 |        | 313.69 |        |       |       |
| UBD HIGH RACK     |         | 297.80 |        | 317.80 |        | 346.49 |        |       |       |
| UBD RACK AVG      |         | 287.73 |        | 302.36 |        | 327.64 |        |       |       |
| CONT AVG-02/21    |         | 283.79 |        | 296.90 |        | 322.64 |        |       |       |
| CONT LOW-02/21    |         | 278.48 |        | 291.00 |        | 313.69 |        |       |       |
| CONT HIGH-02/21   |         | 297.80 |        | 317.80 |        | 346.49 |        |       |       |
| LOW RETAIL        |         | 327.43 |        |        |        |        |        |       |       |
| AVG RETAIL        |         | 339.31 |        |        |        |        |        |       |       |
| LOW RETAIL EX-TAX |         | 275.95 |        |        |        |        |        |       |       |
| AVG RETAIL EX-TAX |         | 287.78 |        |        |        |        |        |       |       |

\*\*OPIS CONTRACT BENCHMARK FILE\*\*

\*\*OPIS GROSS ULTRA LOW SULFUR DISTILLATE PRICES\*\*

|                 | Terms  | No.2   | Move   | No.1 | Move | Pre | Move | Move | Date  | Time  |
|-----------------|--------|--------|--------|------|------|-----|------|------|-------|-------|
| Vitol           | u N-10 | 338.00 | - .25  | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Marathon        | u N-10 | 343.20 | + 1.20 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| TransMont       | u N-10 | 344.54 | + .20  | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Valero          | u N-10 | 346.45 | + .85  | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Marathon        | b 1-10 | 347.53 | + 1.22 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Shell           | u N-10 | 347.74 | + 1.44 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Valero          | b 1-10 | 349.25 | + 1.80 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Sunoco          | b 1-10 | 349.28 | + 2.45 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| XOM             | b 1-10 | 349.41 | + 1.77 | ---  | ---  | --- | ---  | ---  | 02/20 | 19:00 |
| BP              | b 1-10 | 350.17 | + 2.45 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Chevron         | b 1-10 | 350.30 | + 1.90 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Citgo           | b 1-10 | 351.10 | + 2.50 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Citgo           | u 1-10 | 351.10 | + 2.50 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Mystik          | b 1-12 | 351.10 | + 2.50 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Shell           | b 1-10 | 351.25 | + 1.45 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Global          | u 1-10 | 352.84 | + 1.39 | ---  | ---  | --- | ---  | ---  | 02/21 | 00:01 |
| GULF-GIE        | u Net  | 359.20 | + 3.00 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| LOW RACK        |        | 338.00 |        | ---  | ---  | --- | ---  | ---  |       |       |
| HIGH RACK       |        | 359.20 |        | ---  | ---  | --- | ---  | ---  |       |       |
| RACK AVG        |        | 348.97 |        | ---  | ---  | --- | ---  | ---  |       |       |
| BRD LOW RACK    |        | 347.53 |        | ---  | ---  | --- | ---  | ---  |       |       |
| BRD HIGH RACK   |        | 351.25 |        | ---  | ---  | --- | ---  | ---  |       |       |
| BRD RACK AVG    |        | 349.93 |        | ---  | ---  | --- | ---  | ---  |       |       |
| UBD LOW RACK    |        | 338.00 |        | ---  | ---  | --- | ---  | ---  |       |       |
| UBD HIGH RACK   |        | 359.20 |        | ---  | ---  | --- | ---  | ---  |       |       |
| UBD RACK AVG    |        | 347.88 |        | ---  | ---  | --- | ---  | ---  |       |       |
| CONT AVG-02/21  |        | 348.97 |        | ---  | ---  | --- | ---  | ---  |       |       |
| CONT LOW-02/21  |        | 338.00 |        | ---  | ---  | --- | ---  | ---  |       |       |
| CONT HIGH-02/21 |        | 359.20 |        | ---  | ---  | --- | ---  | ---  |       |       |

\*\*OPIS CONTRACT BENCHMARK FILE\*\*

\*\*OPIS GROSS ULTRA LOW SULFUR RED DYE DISTILLATE PRICES\*\*

|                 | Terms  | No.2   | Move   | No.1 | Move | Pre | Move | Move | Date  | Time  |
|-----------------|--------|--------|--------|------|------|-----|------|------|-------|-------|
| Vitol           | u N-10 | 338.50 | - .25  | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Marathon        | u N-10 | 343.70 | + 1.20 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| TransMont       | u N-10 | 345.04 | + .20  | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Valero          | u N-10 | 346.85 | + .85  | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Marathon        | b 1-10 | 348.03 | + 1.27 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Shell           | u N-10 | 348.24 | + 1.44 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Sunoco          | b 1-10 | 349.78 | + 2.45 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| BP              | b 1-10 | 350.67 | + 2.45 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Citgo           | b 1-10 | 351.50 | + 2.50 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Citgo           | u 1-10 | 351.50 | + 2.50 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Mystik          | b 1-12 | 351.50 | + 2.50 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| Global          | u 1-10 | 353.34 | + 1.39 | ---  | ---  | --- | ---  | ---  | 02/21 | 00:01 |
| GULF-GIE        | u Net  | 359.50 | + 3.00 | ---  | ---  | --- | ---  | ---  | 02/20 | 18:00 |
| LOW RACK        |        | 338.50 |        | ---  | ---  | --- | ---  | ---  |       |       |
| HIGH RACK       |        | 359.50 |        | ---  | ---  | --- | ---  | ---  |       |       |
| RACK AVG        |        | 349.09 |        | ---  | ---  | --- | ---  | ---  |       |       |
| BRD LOW RACK    |        | 348.03 |        | ---  | ---  | --- | ---  | ---  |       |       |
| BRD HIGH RACK   |        | 351.50 |        | ---  | ---  | --- | ---  | ---  |       |       |
| BRD RACK AVG    |        | 350.30 |        | ---  | ---  | --- | ---  | ---  |       |       |
| UBD LOW RACK    |        | 338.50 |        | ---  | ---  | --- | ---  | ---  |       |       |
| UBD HIGH RACK   |        | 359.50 |        | ---  | ---  | --- | ---  | ---  |       |       |
| UBD RACK AVG    |        | 348.33 |        | ---  | ---  | --- | ---  | ---  |       |       |
| CONT AVG-02/21  |        | 349.09 |        | ---  | ---  | --- | ---  | ---  |       |       |
| CONT LOW-02/21  |        | 338.50 |        | ---  | ---  | --- | ---  | ---  |       |       |
| CONT HIGH-02/21 |        | 359.50 |        | ---  | ---  | --- | ---  | ---  |       |       |



PORTCON-03 JANNEJ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/11/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Insurance Office of America-FTL  
500 W. Cypress Creek Road, Suite 300  
Fort Lauderdale, FL 33309

CONTACT NAME: James Janner  
PHONE (954) 318-1379 FAX (954) 313-6383  
EMAIL: James.Janner@ioausa.com  
ADDRESS: James.Janner@ioausa.com

INSURER(S) AFFORDING COVERAGE  
INSURER A: HDI-Gerling America Insurance Company NAIC # 41343

INSURED  
Port Consolidated, Inc.  
P O Box 350420  
Fort Lauderdale, FL 33333

INSURER B:  
INSURER C:  
INSURER D:  
INSURER E:

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| VER. LTR. | TYPE OF INSURANCE   | ADDRESS (ASH/AYW) | POLICY NUMBER  | POLICY EFF. DATE (MM/DD/YYYY) | POLICY EXP. DATE (MM/DD/YYYY) | LIMITS   |
|-----------|---|-------------------|----------------|-------------------------------|-------------------------------|--|
| A         | <input checked="" type="checkbox"/> GENERAL LIABILITY<br><input checked="" type="checkbox"/> CONVERSION-OWNERS LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  |                   | EGGD0000014314 | 1/1/2014                      | 1/1/2015                      | EACH OCCURRENCE - DAMAGE TO OTHERS' PROPERTIES (per person) \$ 2,000,000<br>MED EXP (per person) \$ 100,000<br>PERSONAL & AUTO INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMMOD AGG \$ 2,000,000 |
| A         | <input checked="" type="checkbox"/> AUTO<br><input type="checkbox"/> BIENNIAL AGREEMENT<br><input type="checkbox"/> UNINSURED MOTORIST<br><input checked="" type="checkbox"/> CASUALTY <input checked="" type="checkbox"/> COLLISION<br><input checked="" type="checkbox"/> UNBELLIA LIAB <input checked="" type="checkbox"/> CLAIMS-MADE |                   | EWGD0000010314 | 1/1/2014                      | 1/1/2015                      | OCCASIONAL/REGULAR (per person) \$ 2,000,000<br>AUTO DAMAGE (per person) \$<br>UNINSURED MOTORIST (per person) \$<br>PROPERTY DAMAGE (per accident) \$   |
| A         | <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> RETENTION   |                   | CXAG0000014814 | 1/1/2014                      | 1/1/2015                      | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000   |
| A         | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY<br><input type="checkbox"/> ANY PROFESSIONAL SERVICE (Mandatory in FL)<br>(See description of OPERATIONS policy)  | N/A               | EWGD0000014514 | 1/1/2014                      | 1/1/2015                      | <input checked="" type="checkbox"/> WORKERS COMPENSATION - PER ACCIDENT \$ 1,000,000<br>C. DISEASE - PER EMPLOYED \$ 1,000,000<br>F. WORKERS' POLICY LIMIT \$ 3,000,000  |

DESCRIPTION OF OPERATIONS/LOCATIONS (Indicate all locations where operations are conducted. Schedule if more space is required)

30 Days notice of cancellation, except 10 Days notice of cancellation for non-payment of premium in accordance with policy provisions.

CERTIFICATE HOLDER AS DESIGNATED ORGANIZATION IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY WHEN REQUIRED BY WRITTEN CONTRACT SUBJECT TO THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY. 30 Days/10 Days notice of cancellation for non-payment of premium in accordance with policy provisions

CERTIFICATE HOLDER

CANCELLATION

LAKE COUNTY BOARD OF COUNTY COMMISSIONERS  
ATTN: ROSEANN JOHNSON  
PO BOX 7800  
Tavares, FL 32770

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## Customer References:

### **Lake County Board of County Commissioners**

Post Office Box 7800

Tavares, Florida 32778

Contact: Donna Villinis

Phone: 352-343-9839 Fax: 352-343-9473

Port Consolidated Delivers: Ultra Low Sulfur Diesel, Dyed Ultra Low Sulfur Diesel, and Gasoline.  
Motor Oil and Lubricants.

06/09-Present

### **Trans-Phos Inc.**

4001 Noralyne Mine Road

Bartow, Florida 33831

Contact: Harry Bedford

Phone: 863-640-8838 Fax: 863-534-3316

Port Consolidated Delivers: Ultra Low Sulfur Diesel, Dyed Ultra Low Sulfur Diesel.  
Motor Oil and Lubricants.

07/06-Present

### **McDonald Construction**

5610 South Florida Avenue

Lakeland, Florida 33813

Contact: Tim Henry

Phone: 863-645-5763 Fax: 863-647-5216

Port Consolidated Delivers: Ultra Low Sulfur Diesel, Dyed Ultra Low Sulfur Diesel, and Gasoline.  
Motor Oil and Lubricants.

09/07-Present

### **Oakley Transport**

101 ABC Road

Lake Wales, Florida 33859

Contact: Joe Pivacco

Phone: 352-988-0130 or 863-638-1435

Port Consolidated Delivers: Ultra Low Sulfur Diesel, Dyed Ultra Low Sulfur Diesel and Gasoline.  
02/08-Present

### **District School Board of Pasco County**

6125 Pine Hill Road

Port Richey, Florida 34668

Contact: Ashley Kurtz

Phone: 727-774-0403 Fax: 727-774-0491

Port Consolidated Delivers: Ultra Low Sulfur Diesel and Gasoline.

09/12-Present



**FUEL TAXES**

EFFECTIVE 3/1/2014

|                         |                          |   |
|-------------------------|--------------------------|---|
| <b>AV GAS</b>           | <b>Aviation Use Only</b> | <b>Commercial Use (not in planes)</b>                                   |
| FEDERAL                 | 0.19300                  | FEDERAL 0.19300   |
| STATE                   | 0.06900                  |   |
| POLLUTION               | 0.02200                  | POLLUTION 0.02200   |
| L.U.S.T.                | 0.00100                  | L.U.S.T. 0.00100  |
|                         | <u>0.28500</u>           | <u>0.21600</u> +Sales Tax (charge on the product + excise tax total \$) |
| <b>KEROSENE / JET-A</b> | <b>Aviation Use Only</b> | <b>Commercial Use (not in planes)</b>                                   |
| FEDERAL                 | 0.24300                  | FEDERAL 0.24300   |
| STATE                   | 0.06900                  |   |
| POLLUTION               | 0.02200                  | POLLUTION 0.02200   |
| L.U.S.T.                | 0.00100                  | L.U.S.T. 0.00100  |
|                         | <u>0.33500</u>           | <u>0.26600</u> +Sales Tax (charge on the product + excise tax total \$) |

|                    |        |                    |
|--------------------|--------|--------------------|
| Solvents           | 0.358  | + Sales Tax        |
| Greases (LBS)      | 0.0013 | + Sales Tax        |
| Lubes              | 0.325  | + Sales Tax        |
| Leaded Race Fuel   | 0.023  | + Sales Tax        |
| Unleaded Race Fuel |        | See Gasoline taxes |